

CALENDAR FOR THE BOARD OF SUPERVISORS
CONTRA COSTA COUNTY
AND FOR SPECIAL DISTRICTS, AGENCIES, AND AUTHORITIES GOVERNED BY THE BOARD
**BOARD CHAMBERS ROOM 107, ADMINISTRATION BUILDING, 651 PINE STREET
MARTINEZ, CALIFORNIA 94553-1229**

KAREN MITCHOFF, *CHAIR*, 4TH DISTRICT
JOHN GIOIA, *VICE CHAIR*, 1ST DISTRICT
CANDACE ANDERSEN, 2ND DISTRICT
DIANE BURGIS, 3RD DISTRICT
FEDERAL D. GLOVER, 5TH DISTRICT

DAVID J. TWA, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 335-1900
PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO
AN ITEM THAT IS ON THE AGENDA, WILL BE LIMITED TO TWO (2) MINUTES.

The Board Chair may reduce the amount of time allotted per speaker at the beginning of each item or public comment period depending on the number of speakers and the business of the day. Your patience is appreciated.

A lunch break or closed session may be called at the discretion of the Board Chair.

Staff reports related to open session items on the agenda are also accessible on line at www.co.contra-costa.ca.us.

AGENDA
October 16, 2018

9:00 A.M. Convene and announce adjournment to closed session in Room 101.
Closed Session

A. CONFERENCE WITH LABOR NEGOTIATORS

1. Agency Negotiators: David Twa and Richard Bolanos.

Employee Organizations: Public Employees Union, Local 1; AFSCME Locals 512 and 2700; California Nurses Assn.; SEIU Locals 1021 and 2015; District Attorney Investigators' Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters I.A.F.F., Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Contra Costa County Defenders Assn.; Contra Costa County Deputy District Attorneys' Assn.; Prof. & Tech. Engineers IFPTE, Local 21; and Teamsters Local 856.

2. Agency Negotiators: David Twa.

Unrepresented Employees: All unrepresented employees.

B. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Gov. Code, § 54956.9(d)(1))

James Laird v. Contra Costa County, United States District Court Case No. 18-cv-4091

9:30 A.M. Call to order and opening ceremonies.

Inspirational Thought- *"The trees are about to show us how lovely it is to let things go."*

~Anonymous

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.54 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

PRESENTATIONS (5 Minutes Each)

PR.1 PRESENTATION recognizing Diaper Need Awareness month. (Supervisor Mitchoff)

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

D. 2 PUBLIC COMMENT (2 Minutes/Speaker)

D.3 HEARING to consider adoption of Resolution No. 2018/524, establishing new hangar and tie-down rental rates and new rates for maintenance and other services at Buchanan Field Airport and Byron Airport. (Keith Freitas, Airports Director)

D. 4 CONSIDER reports of Board members.

Closed Session

ADJOURN

CONSENT ITEMS

Road and Transportation

C. 1 APPROVE plans for the San Pablo Dam Road Landslide and Bench Repair Project, as recommended by the Public Works Director, El Sobrante area. (100% Local Road Funds)

C. 2 APPROVE the Alhambra Valley Road and Bear Creek Road Intersection Safety and Sideshow Deterrence Project and take related actions under the California Environmental Quality Act, Martinez area. (100% Local Road Funds)

Engineering Services

- C. 3 ADOPT Resolution No. 2018/491 approving the second extension of the Subdivision Agreement for minor subdivision MS14-00004, for a project being developed by Cynthia Erb & Associates, LLC, as recommended by the Public Works Director, Alamo area. (No fiscal impact)
- C. 4 ADOPT Resolution No. 2018/516 proclaiming the week of October 20-26, 2018 as “California Flood Preparedness Week” in Contra Costa County, as recommended by the Public Works Director, Countywide. (No fiscal impact)

Claims, Collections & Litigation

- C. 5 DENY claims filed by Anja Brey, Geny Marie Maria Dominguez, Chris Flucus, Clarita Gatchalian, Roselyn May, Sergio and Rosa Moreno, and Sean Moton. DENY amended claim filed by CSE for Darlene Drapkin.

Statutory Actions

- C. 6 ACCEPT Board members meeting reports for September 2018.

Honors & Proclamations

- C. 7 ADOPT Resolution No. 2018/527 recognizing Assistant Chief James Libby's retirement from the California Highway Patrol as recommended by Supervisor Mitchoff.
- C. 8 ADOPT Resolution No. 2018/528 recognizing October 2018 as Diaper Need Awareness Month, as recommended by Supervisor Mitchoff.
- C. 9 ADOPT Resolution No. 2018/525 proclaiming October 21 - 27, 2018 as "Lead Poisoning Prevention Week" in Contra Costa County, as recommended by the Health Services Director.

Appointments & Resignations

- C. 10 ACCEPT resignation of Victor Lecha for the District IV-A Seat on the Alcohol and Other Drugs Advisory Board, as recommended by Supervisor Mitchoff.
- C. 11 ACCEPT resignation of Andrea Bailey, DECLARE a vacancy of the Business Seat 1 on the North Richmond Municipal Advisory Council, as recommended by Supervisor Gioia.

- C. 12 APPOINT individuals to seats on the Emergency Medical Care Committee, as recommended by the Health Services Director.
- C. 13 APPOINT Roosevelt Gipson, Jr. to the Education seat and Dr. Aaron Bryant to the Community #3 seat as recommended by the Advisory Council on Equal Employment Opportunity and the Hiring Outreach Oversight Committee.
- C. 14 ADOPT Resolution No. 2018/518 to reappoint Supervisor John Gioia as the Board of Supervisors representative and Supervisor Karen Mitchoff as the Board's alternate representative on the California State Association of Counties Board of Directors to new terms beginning on November 26, 2018 and ending on November 30, 2019, as recommended by Supervisor Mitchoff. (No fiscal impact)
- C. 15 REAPPOINT Rhonda Gehlke to the At Large #1 seat and Kathleen Jennings to the At Large #2 seat to new terms ending on December 31, 2022, and APPOINT Nicole Kozicki to the At Large Alternate seat to complete the unexpired term ending on December 31, 2020, on the Fish and Wildlife Committee, as recommended by the Internal Operations Committee.

Appropriation Adjustments

- C. 16 Plant Acquisition (0111)/Sheriff Detention (0300): APPROVE Appropriation Adjustment No. 5013 authorizing the transfer of appropriations in the amount of \$106,000 from Plant Acquisition-Sheriff Coroner (0111) to Sheriff Detention (0300) for the purchase and installation of flooring for the Martinez Detention Facility. (100% General Fund)

Personnel Actions

- C. 17 ADOPT Position Adjustment Resolution No. 22356 to transition two Mental Health Specialist-Project positions (represented) and incumbents into the Merit System. (No additional fiscal impact)
- C. 18 ADOPT Position Adjustment Resolution No. 22363 to add one Mental Health Program Chief (represented) in the Health Services Department. (100% Mental Health Services Act)
- C. 19 ADOPT Position Adjustment Resolution No. 22364 to add one Community Health Worker I position (represented) in the Health Services Department. (100% Driving Under the Influence fees)

- C. 20 ADOPT Position Adjustment Resolution No. 22365 to add one Community Health Worker I position (represented) in the Health Services Department. (100% Substance Abuse Block Grant)
- C. 21 ADOPT Position Adjustment Resolution No. 22363 to add one Community Health Worker II position (represented) in the Health Services Department.& (100% Substance Abuse and Mental Health Services for CalWORKs participants)
- C. 22 ADOPT Position Adjustment Resolution No. 22367 to add one Account Clerk Supervisor (represented) position in the Health Services Department. (100% Third Party revenues)
- C. 23 ADOPT Position Adjustment Resolution No. 22368 to add two Departmental Human Resources Analyst I positions (unrepresented) in the Health Services Department. (100% miscellaneous department-wide offset per indirect expense claims)
- C. 24 ADOPT Position Adjustment Resolution No. 22369 to increase the hours of five Licensed Vocational Nurse positions (represented), equivalent to 64 hours, in the Health Services Department. (100% County General Fund)
- C. 25 ADOPT Position Adjustment Resolution No. 22349 to add four Intermediate Clerk-Project (represented) positions, and cancel four Associate Teacher-Project (represented) positions and two Infant/Toddler Associate Teacher-Project (represented) positions in the Employment and Human Services Department, Community Services Bureau. (50% Federal, 50% State)

Grants & Contracts

APPROVE and AUTHORIZE execution of agreements between the County and the following agencies for receipt of fund and/or services:

- C. 26 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept an amount not to exceed \$400,000 from the Blue Shield of California Foundation grant for the Leveraging Collaboration for Domestic Violence Project for the period January 1, 2019 through December 31, 2020. (No required match)
- C. 27 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract containing modified indemnification language with the City of Richmond, to pay the County an amount not to exceed \$100,000 to provide homeless outreach services under the Coordinated Outreach, Referral and Engagement Program for the period October 1, 2018 through June 30, 2019. (No County match)

- C. 28** ADOPT Resolution No. 2018/523 approving and authorizing the Public Works Director, or designee, to submit and accept if awarded, a grant application to the State of California Department of Resources Recycling and Recovery for rubberized asphalt concrete and chip seal projects, Countywide. (No County Match)
- C. 29** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract containing modified indemnification language with the California Department of Resources Recycling and Recovery, to pay the County an amount not to exceed \$26,520 to support the solid waste facilities, permits, and inspections for the Environmental Health Division Solid Waste Program for the period July 1, 2018 through October 29, 2019. (No County match)
- C. 30** ADOPT Resolution No. 2018/520 to approve and authorize the District Attorney, or designee, to submit an application and execute a grant award agreement, including any extensions or amendments thereof, pursuant to State guidelines, with the California Department of Insurance for funding of the Organized Automobile Fraud Activity Interdiction Program in the total amount of \$1,548,329 for the period of July 1, 2018 through June 30, 2021. (100% State)
- C. 31** ADOPT Resolution No. 2018/553 approving and authorizing the District Attorney, or designee to submit an application and execute a grant award agreement, including any extensions or amendments thereof, pursuant to State guideline, with the California Department of Insurance for funding of the Automobile Insurance Fraud Prosecution Program in the amount of \$732,709 for the period July 1, 2018 through June 30, 2019. (100% State)

APPROVE and AUTHORIZE execution of agreement between the County and the following parties as noted for the purchase of equipment and/or services:

- C. 32** APPROVE and AUTHORIZE the Public Defender, or designee, to execute a contract amendment with The Justice Management Institute decreasing the payment limit by \$6,000 to a new total payment limit of \$110,886, eliminating the County's obligation to pay travel related expenditures and extending the termination date from October 1, 2018 to September 30, 2019. (Cost Savings)
- C. 33** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Frederick J. Nachtwey, M.D., in an amount not to exceed \$384,000 to provide pulmonary services at Contra Costa Regional Medical Center and Health Centers for the period November 1, 2018 through October 31, 2021. (100% Hospital Enterprise Fund I)

- C. 34** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Risk Management Division of the County Administrator's Office, a blanket purchase order with Ventiv Technology, Inc., in the amount of \$230,305 for the workers' compensation and liability claims management system annual software licensing and maintenance, for the period October 1, 2018 through September 30, 2019. (100% Self Insurance Internal Service Funds)
- C. 35** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Wound MD, PC, in an amount not to exceed \$500,000 to provide physician wound care services for Contra Costa Health Plan patients residing in health care facilities, for the period October 1, 2018 through September 30, 2020. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 36** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with VigiLanz Corporation in an amount not to exceed \$178,528 for the renewal of Dynamic Monitoring Suite software maintenance, support and hosting for the period January 1, 2019 through December 31, 2020; and an amendment to the Software License Agreement. (100% Hospital Enterprise Fund I)
- C. 37** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with The Regents of the University of California, San Francisco, to extend the term from November 30, 2018 through November 30, 2020 with no change in the payment limit of \$50,000, to continue to provide pediatric cardiology services at Contra Costa Regional Medical Center. (100% Hospital Enterprise Fund I)
- C. 38** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with Polymedco, Inc., to increase the payment limit by \$300,000 to a new payment limit of \$780,000 for reagents and supplies to perform immunochemical fecal occult blood testing for the Clinical Laboratory at Contra Costa Regional Medical Center for the period September 1, 2015 through August 31, 2019. (100% Hospital Enterprise Fund I)
- C. 39** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Smith and Nephew, Inc., in an amount not to exceed \$600,000 for medical supplies for the Operating Room at Contra Costa Regional Medical Center for the period January 1, 2019 through December 31, 2020. (100% Hospital Enterprise Fund I)
- C. 40** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Bay Cities Produce, Inc., in an amount not to exceed \$550,000 for the purchase of perishable pre-prepared produce and dairy products for the Contra Costa Regional Medical Center for the period November 1, 2018 through October 31, 2020. (100% Hospital Enterprise Fund I)

- C. 41** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with D.T. Davis Enterprises, Ltd. (dba Hovertech International), to increase the payment limit by \$200,000 to a new payment limit of \$425,000 for hovermatt slings and other equipment and supplies for the Contra Costa Regional Medical Center for the period December 1, 2016 through November 30, 2019. (100% Hospital Enterprise Fund I)
- C. 42** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with Sanofi Pasteur, Inc., to increase the payment limit by \$150,000 to a new payment limit of \$375,000 for vaccines and injectable medications at Contra Costa Regional Medical and Health Centers for the period January 1 through December 31, 2018. (100% Hospital Enterprise Fund I)
- C. 43** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with South Springs Home Health Care, Inc., in an amount not to exceed \$350,000 to provide home health care services for Contra Costa Health Plan members for the period October 1, 2018 through September 30, 2020. (100% Contra Costa Health Plan Enterprise Fund II)
- C. 44** APPROVE and AUTHORIZE the Purchasing Agent to amend a purchase order, on behalf of the Employment and Human Services Department, with Kompan Playgrounds, Inc. to increase the payment limit by \$99,000 from \$150,000 for a new payment limit not to exceed \$249,000 for playground equipment at county childcare centers and to extend the term from January 31, 2019 to January 31, 2020. (100% Federal)
- C. 45** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Orantes, LLC doing business as Tiny Toes Preschool in an amount not to exceed \$107,000 to provide Early Head Start Childcare Partnership program services for the period April 1, 2018 through June 30, 2019. (100% Federal, No County Match)

Other Actions

- C. 46** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the Napa Valley Community College District to provide supervised field instruction to respiratory therapy students at Contra Costa Regional Medical Center for the period October 1, 2018 through September 30, 2023. (No fiscal impact)
- C. 47** ACCEPT the Annual Post-Consent Decree Equal Employment Opportunity Strategic Outreach and Department Specific Goals Report, as recommended by the Hiring Outreach Oversight Committee.

- C. 48** APPROVE amendments to the List of Designated Positions of the Ambrose Recreation & Park District, as recommended by County Counsel.
- C. 49** APPROVE the list of providers recommended by Contra Costa Health Plan's Peer Review and Credentialing Committee on September 11, 2018, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.
- C. 50** APPROVE the revised Advisory Council on Equal Employment Opportunity (ACEEO) By-laws as recommended by the ACEEO and the Hiring Outreach Oversight Committee.
- C. 51** ACCEPT the Contra Costa County Public Law Library Board of Trustees Fiscal Year 2017/18 Report, as recommended by the County Administrator.
- C. 52** ADOPT Resolution No. 2018/531 approving the Side Letter between Contra Costa County and the California Nurses Association (CNA) modifying the Preamble and Section 64 Duration of Agreement of the Memorandum of Understanding to extend the contract from September 30, 2018 through October 31, 2018, as recommended by the County Administrator.
- C. 53** ADOPT Resolution No. 2018/489 approving documents to facilitate a redemption of bonds and sale of Pinecrest Apartments in Antioch, and authorizing the issuance of a Multifamily Housing Revenue Bond in an amount not to exceed \$10,816,192 to provide financing for the costs of acquisition and rehabilitation of Pinecrest and Terrace Glen Apartments in Antioch, as recommended by the Conservation and Development Director. (100% Special Revenue Funds)
- C. 54** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute legal documents to restructure two HOME Investment Partnerships loans and loan an additional \$1,300,000 in HOME Investment Partnerships Act funds to Antioch Recap, L.P., for the acquisition and rehabilitation of Pinecrest and Terrace Glen Apartment complexes in Antioch, and ADOPT related findings and actions under the California Environmental Quality Act. (100% Federal)

GENERAL INFORMATION

The Board meets in all its capacities pursuant to Ordinance Code Section 24-2.402, including as the Housing Authority and the Successor Agency to the Redevelopment Agency. Persons who wish to address the Board should complete the form provided for that purpose and furnish a copy of any written statement to the Clerk.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Supervisors less than 96 hours prior to that meeting are available for public inspection at 651 Pine Street, First Floor, Room 106, Martinez, CA 94553, during normal business hours.

All matters listed under CONSENT ITEMS are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board or a member of the public prior to the time the Board votes on the motion to adopt.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of Supervisors, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913.

The County will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 335-1900; TDD (925) 335-1915. An assistive listening device is available from the Clerk, Room 106.

Copies of recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 335-1900, to make the necessary arrangements.

Forms are available to anyone desiring to submit an inspirational thought nomination for inclusion on the Board Agenda. Forms may be obtained at the Office of the County Administrator or Office of the Clerk of the Board, 651 Pine Street, Martinez, California.

Subscribe to receive to the weekly Board Agenda by calling the Office of the Clerk of the Board, (925) 335-1900 or using the County's on line subscription feature at the County's Internet Web Page, where agendas and supporting information may also be viewed:

www.co.contra-costa.ca.us

STANDING COMMITTEES

The **Airport Committee** (Supervisors Diane Burgis and Karen Mitchoff) meets quarterly on the second Wednesday of the month at 11:00 a.m. at the Director of Airports Office, 550 Sally Ride Drive, Concord.

The **Family and Human Services Committee** (Supervisors Candace Andersen and John Gioia) meets on the fourth Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Finance Committee** (Supervisors Karen Mitchoff and John Gioia) meets on the fourth Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Hiring Outreach Oversight Committee** (Supervisors Candace Andersen and Federal D. Glover) meets on the first Monday of every other month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Internal Operations Committee** (Supervisors Diane Burgis and Candace Andersen) meets on the second Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Legislation Committee** (Supervisors Karen Mitchoff and Diane Burgis) meets on the second Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Public Protection Committee** (Supervisors John Gioia and Federal D. Glover) meets on the first Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Transportation, Water & Infrastructure Committee** (Supervisors Karen Mitchoff and Candace Andersen) meets on the second Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

Airports Committee	December 12, 2018	11:00 a.m.	See above
Family & Human Services Committee	October 22, 2018	10:30 a.m.	See above
Finance Committee	October 22, 2018	9:00 a.m.	See above
Hiring Outreach Oversight Committee	December 3, 2018	1:00 p.m.	See above
Internal Operations Committee	November 12, 2018 Canceled December 10, 2018	1:00 p.m.	See above
Legislation Committee	November 12, 2018 Canceled Special Meeting November 5, 2018	10:30 a.m.	Room 108
Public Protection Committee	November 5, 2018	10:30 a.m.	See above
Transportation, Water & Infrastructure Committee	November 12, 2018 Canceled Special Meeting November 8, 2018	3:00 p.m.	See above

AGENDA DEADLINE: Thursday, 12 noon, 12 days before the Tuesday Board meetings.

Glossary of Acronyms, Abbreviations, and other Terms (in alphabetical order):

Contra Costa County has a policy of making limited use of acronyms, abbreviations, and industry-specific language in its Board of Supervisors meetings and written materials. Following is

a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings:

AB Assembly Bill
ABAG Association of Bay Area Governments
ACA Assembly Constitutional Amendment
ADA Americans with Disabilities Act of 1990
AFSCME American Federation of State County and Municipal Employees
AICP American Institute of Certified Planners
AIDS Acquired Immunodeficiency Deficiency Syndrome
ALUC Airport Land Use Commission
AOD Alcohol and Other Drugs
ARRA American Recovery & Reinvestment Act of 2009
BAAQMD Bay Area Air Quality Management District
BART Bay Area Rapid Transit District
BayRICS Bay Area Regional Interoperable Communications System
BCDC Bay Conservation & Development Commission
BGO Better Government Ordinance
BOS Board of Supervisors
CALTRANS California Department of Transportation
CalWIN California Works Information Network
CalWORKS California Work Opportunity and Responsibility to Kids
CAER Community Awareness Emergency Response
CAO County Administrative Officer or Office
CCE Community Choice Energy
CCCPCFD (ConFire) Contra Costa County Fire Protection District
CCHP Contra Costa Health Plan
CCTA Contra Costa Transportation Authority
CCRMC Contra Costa Regional Medical Center
CCWD Contra Costa Water District
CDBG Community Development Block Grant
CFDA Catalog of Federal Domestic Assistance
CEQA California Environmental Quality Act
CIO Chief Information Officer
COLA Cost of living adjustment
ConFire (CCCPCFD) Contra Costa County Fire Protection District
CPA Certified Public Accountant
CPI Consumer Price Index
CSA County Service Area
CSAC California State Association of Counties
CTC California Transportation Commission
dba doing business as
DSRIP Delivery System Reform Incentive Program
EBMUD East Bay Municipal Utility District
ECCPCFD East Contra Costa Fire Protection District
EIR Environmental Impact Report
EIS Environmental Impact Statement
EMCC Emergency Medical Care Committee

EMS Emergency Medical Services
EPSDT Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)
et al. et alii (and others)
FAA Federal Aviation Administration
FEMA Federal Emergency Management Agency
F&HS Family and Human Services Committee
First 5 First Five Children and Families Commission (Proposition 10)
FTE Full Time Equivalent
FY Fiscal Year
GHAD Geologic Hazard Abatement District
GIS Geographic Information System
HCD (State Dept of) Housing & Community Development
HHS (State Dept of) Health and Human Services
HIPAA Health Insurance Portability and Accountability Act
HIV Human Immunodeficiency Virus
HOME Federal block grant to State and local governments designed exclusively to create affordable housing for low-income households
HOPWA Housing Opportunities for Persons with AIDS Program
HOV High Occupancy Vehicle
HR Human Resources
HUD United States Department of Housing and Urban Development
IHSS In-Home Supportive Services
Inc. Incorporated
IOC Internal Operations Committee
ISO Industrial Safety Ordinance
JPA Joint (exercise of) Powers Authority or Agreement
Lamorinda Lafayette-Moraga-Orinda Area
LAFCo Local Agency Formation Commission
LLC Limited Liability Company
LLP Limited Liability Partnership
Local 1 Public Employees Union Local 1
LVN Licensed Vocational Nurse
MAC Municipal Advisory Council
MBE Minority Business Enterprise
M.D. Medical Doctor
M.F.T. Marriage and Family Therapist
MIS Management Information System
MOE Maintenance of Effort
MOU Memorandum of Understanding
MTC Metropolitan Transportation Commission
NACo National Association of Counties
NEPA National Environmental Policy Act
OB-GYN Obstetrics and Gynecology
O.D. Doctor of Optometry
OES-EOC Office of Emergency Services-Emergency Operations Center
OPEB Other Post Employment Benefits
OSHA Occupational Safety and Health Administration
PACE Property Assessed Clean Energy

PARS Public Agencies Retirement Services
PEPRA Public Employees Pension Reform Act
Psy.D. Doctor of Psychology
RDA Redevelopment Agency
RFI Request For Information
RFP Request For Proposal
RFQ Request For Qualifications
RN Registered Nurse
SB Senate Bill
SBE Small Business Enterprise
SEIU Service Employees International Union
SUASI Super Urban Area Security Initiative
SWAT Southwest Area Transportation Committee
TRANSPAC Transportation Partnership & Cooperation (Central)
TRANSPLAN Transportation Planning Committee (East County)
TRE or **TTE** Trustee
TWIC Transportation, Water and Infrastructure Committee
UASI Urban Area Security Initiative
VA Department of Veterans Affairs
vs. versus (against)
WAN Wide Area Network
WBE Women Business Enterprise
WCCTAC West Contra Costa Transportation Advisory Committee



Contra
Costa
County

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: October 16, 2018

Subject: Hearing to Consider New Rates and Charges for Buchanan Field Airport and Byron Airport

RECOMMENDATION(S):

1. OPEN the public hearing, ACCEPT public testimony, and CLOSE the hearing.
2. ADOPT Resolution No. 2018/524, establishing new hangar and tie-down rental rates and new rates for maintenance and other services at Buchanan Field Airport and Byron Airport.

FISCAL IMPACT:

No impact to the General Fund. The Airports Division operates as an Enterprise Fund and pays for all of its operating expenses from rents and other charges paid by airport users; no County General Fund dollars are used. The proposed fee schedule is intended to cover the cost of new and existing services provided by the Airports Division.

The proposed fee schedule includes a reduction in the rental rates for County-managed hangars and tie-downs, to make them more regionally competitive. Lowering the rental rates could result in a \$65,514 decrease in annual revenue to the Airport Enterprise Fund.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Beth Lee, (925)
681-4200

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

FISCAL IMPACT: (CONT'D)

However, the rate reduction is also expected to increase patronage and lead to increased revenue in future years. The decrease has been reflected in the 2018-19 Fiscal Year budget.

BACKGROUND:

Airports Must Be Self-Sustaining

The Federal Aviation Administration requires the County airports to be operated and developed as financially self-sustaining public use facilities. Financial sustainability is achieved when the airports are developed and used at their highest and greatest potential. Financial sustainability is further achieved by charging appropriate rates to cover the cost to operate and maintain the facilities. Updating the airports' rates and charges, to enable the airports to charge for all of the services they provide and to establish suitable rental rates to use the airports for private, commercial and development investment functions is one way the Airports Division is striving to achieve this goal. The rates for services are consistent with the Airports' Strategic Plan objectives to diversify the revenue base, increase revenue generation, and improve the financial well-being of the County airport system and its Airport Enterprise Fund.

Competitive Regional Market

The Airports Division is a unique entity within the County system; it operates as a business within a governmental organization as its customers have a choice of many airports regionally. Airport staff performed a market survey of our regional competitors (Livermore, Hayward, Napa, Sonoma, Stockton and Nut Tree) and found that the rates in effect for Buchanan Field and Byron Airports were on the high end of the rate range. To best position Buchanan Field and Byron Airports to be regionally competitive, the new hangar and tie-down rates have been lowered and they will adjust every three years instead of annually. The rate changes are consistent with the Airports' Strategic Plan objective to best position the Airports Division to react and behave more like a business in order to successfully compete for marketplace in the region.

The reduction of hangar and tie-down rates will result in an approximate cost of \$65,514 annually to the Airport Enterprise Fund. This cost is based on applying the proposed rate reduction to occupied facilities. While all of the County's hangars are currently occupied, the wait list for each type of facility has substantively shortened over the years making it more difficult to rent available hangars in a timely manner. The cost of the County's hangars is often cited as a reason for leaving the County's airports and declining a County hangar when offered. Moreover, the County's tie-downs are overall less than 40% occupied. Reducing the hangar and tie-down fees is expected to increase long-term patronage at both airports, which will increase the overall revenue for the Airport Enterprise Fund. Lowering the rates is an integral component of the Airports' economic strategy to maintain high occupancy rates in a competitive environment thus improving the financial well-being of the airport system and Airport Enterprise Fund.

Another approach the Airports Division is taking is to provide certain rate reductions to existing tenants to further tenant and business retention and attraction goals. One of the most powerful marketing tools for an airport is its existing tenants and businesses; their experience (positive or negative) is quickly transmitted to potential new tenants and businesses. To better ensure a positive experience and word-of-mouth referral, existing tenants and businesses would receive a rent discount if they: (1) have more than one hangar or tie-down; (2) prepay 12-months or more in rent; (3) refer a pilot or tenant that rents a hangar or tie-down; and/or (4) refer a business that enters into a lease or license agreement with the County. A discount will also be provided to a new hangar or tie-down tenant who received their

pilot's license through a business located on one of the County's airports. The discounts are designed to motivate tenants to more aggressively market the airports, which should result in more economic development (tenants and businesses) of the airports leading to increased revenue generation and job opportunities. The discount program is consistent with the Airports' Strategic Plan objective to attract business aircraft and aeronautical businesses in addition to attracting general aviation aircraft and pilots.

Update to Rates and Charges

Resolution 2018/524 establishes rates and charges for the Airports Division that supersede the rates and charges established by Resolution 94/286, which was adopted on May 24, 1994. The rates and charges established in 1994 applied only to Buchanan Field Airport, as Byron Airport was not then a County airport. In addition, the rates and charges established in 1994 do not reflect the various types of rentals, or the breadth of services that are currently offered without charge at the airports as there is no fee structure to offset these costs.

In addition to the need to establish rates and charges for Byron Airport, the County needs to formally establish the rental rates that apply to the roughly 100 hangars the County has acquired since the adoption of Resolution 94/286. The hangars became County property upon the expiration or termination of long-term ground leases. Airport rates and charges also need to be updated to eliminate services no longer provided and to include services that have been added since 1994.

The rates and charges being proposed are attached. The methods used to determine the rates and charges for each category is set forth below.

1. Aircraft Tie-Down and Transient Parking Fees are based on a regional market survey to facilitate tenant/business attraction goals.
2. Hangar Rental Fees are based on a regional market survey to best ensure that the County's hangars maintain a high occupancy rate and are competitively positioned for tenant/business retention and attraction.
3. Tenant Rent Discount Incentives are a unique credit to encourage our tenants/businesses to more aggressively market the airports which will increase and further diversify the revenue to the Airport Enterprise Fund.
4. Miscellaneous Fees are based on a regional market survey to cover the cost of the services that are provided.
 - a. Hourly-Rate Fees: The Airports staff services hourly rates are based on the average hourly rate for employees in the administrative and operations positions.
 - b. Fixed-Rate Fees: The amounts charged for hangar swaps, agreement modification, late

submission of insurance certificates, gate access control cards, flight instructor and mechanic registration, landing fees, ground transportation services, airport badges and training are based on rates that other regional airports charge for like services.

5. Lease, license, Permission to Enter, and other applicable land use rates are established through negotiations with tenants. Airports staff considers the following factors to establish land use rates: market analysis of comparable regional airports; existing lease/license/other agreements for comparable use; services to be provided; size of desired location; duration/term; and development cost if applicable.

The rates and charges for the County airports will be effective on January 1, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If the rates and charges are not adopted, the County's airports will continue to operate under the existing rates and charges. As such, the Airports Division would not have the ability to cover the costs for additional services. In addition, the County hangar and tie-down rates will continue to be at the high end of the range for the local market, which could result in the County's airports being less regionally competitive.

ATTACHMENTS

Resolution No. 2018/524

Res 2018/524 New Airport Rates & Charges

Notice of Public Hearing

Airport Pay Scale Range

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 10/16/2018 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2018/524

IN THE MATTER OF APPROVING RATES AND CHARGES FOR BUCHANAN FIELD AIRPORT AND BYRON AIRPORT

WHEREAS, there is a need to establish new rates and charges for space rental and the services provided at Buchanan Field Airport and Byron Airport in order to allow the County's airports to continue to be financially self-sustaining, as required by the United States Department of Transportation Federal Aviation Administration (FAA); and

WHEREAS, the Director of Airports has developed a schedule of rates and charges for the use of the County's airports and their facilities, taking into account the FAA Policies regarding the Airport Rates and Charges and the California State Controller's Office Division of Accounting Standards and Procedures for Counties; and

WHEREAS, FAA Policy 2.1 (Federal Register Vol. 61, No. 121, RIN 2120-AF90, Docket No. 27782) permits rates and charges to be set by resolution; and

WHEREAS, notice of hearing of the proposed rates and charges was published twice in the manner set forth in section 6062a of the Government Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Contra Costa County as follows:

1. The Board hereby establishes those rates and charges shown on Exhibit A, attached hereto and incorporated herein.
2. The Board finds the adoption of the rates and charges established by this resolution is categorically exempt from the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, section 15273(a)(1) and (2).

PASSED AND ADOPTED by the Board of Supervisors at a regular meeting held on October 16, 2018.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Beth Lee, (925) 681-4200

By: , Deputy

cc:

Resolution No. 2018/524

IN THE MATTER OF APPROVING RATES AND CHARGES FOR
BUCHANAN FIELD AIRPORT AND BYRON AIRPORT

WHEREAS, there is a need to establish new rates and charges for space rental and the services provided at Buchanan Field Airport and Byron Airport in order to allow the County's airports to continue to be financially self-sustaining, as required by the United States Department of Transportation Federal Aviation Administration (FAA); and

WHEREAS, the Director of Airports has developed a schedule of rates and charges for the use of the County's airports and their facilities, taking into account the FAA Policies regarding the Airport Rates and Charges and the California State Controller's Office Division of Accounting Standards and Procedures for Counties; and

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PASSED AND ADOPTED by the Board of Supervisors at a regular meeting held on October 16, 2018.

///

I. RATES FOR AIRCRAFT TIE-DOWN AND TRANSIENT PARKING

Location/Type	Aircraft Wingspan	Monthly Rate	Daily Rate
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A. BUCHANAN FIELD

Tie-Down

Gravel Area.....	40 feet or less	\$ 35.00	
Northwest Ramp.....	40 feet or less	\$ 45.00	
Southwest Ramp.....	40 feet or less	\$ 45.00	
East Ramp Rows B through K.....	40 feet or less	\$ 55.00	
East Ramp Row A.....	40 feet or less	\$ 85.00	

Transient Parking

Itinerant Parking – Transient Ramp*.....	Under 50 feet	\$ 5.00
Itinerant Parking – Transient Ramp*.....	50 feet or more	\$ 25.00
Transient Daily Small Hangar Rental.....			\$ 65.00
Transient Daily Medium & Large Hangar Rental.....			\$110.00

B. BYRON

Tie-Down

Ramp.....	Under 40 feet	\$ 35.00	
Between Hangars.....	Under 40 feet	\$ 45.00	

Transient Parking

Itinerant Parking – At any Transient Ramp*.....	Under 50 feet	\$ 5.00
Itinerant Parking – At any Transient Ramp*.....	50 feet or more	\$ 25.00
Transient Daily Hangar Rental.....			\$ 50.00

*Fee may be waived if parking is validated by an airport business that is enrolled in the Airports’ Overnight Parking Fee Waiver Program.

II. RATES FOR MONTHLY HANGAR RENT FOR AIRCRAFT STORAGE

<u>Location/Type</u>	<u>Monthly Rent*</u>
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A. BUCHANAN FIELD

Small/Medium Portable Hangar – Ground Rent.....	\$ 115.00
Large Portable Hangar – Ground Rent.....	\$ 130.00
Shade Hangar – South Facing.....	\$ 140.00
Shade Hangar – North Facing.....	\$ 165.00
T-Hangar – South Facing.....	\$ 350.00
T-Hangar – Modernized South Facing.....	\$ 370.00
T-Hangar – North Facing.....	\$ 370.00
T-Hangar – Modernized North Facing.....	\$ 390.00
Medium Hangar – South Facing.....	\$ 470.00
Median Hangar – Modernized South Facing.....	\$ 490.00
Medium Hangar – North Facing.....	\$ 490.00
Median Hangar – Modernized North Facing.....	\$ 510.00
Large Hangar – South Facing.....	\$ 600.00
Large Hangar – Modernized South Facing.....	\$ 620.00
Large Hangar – North Facing.....	\$ 620.00
Large Hangar – Modernized North Facing.....	\$ 640.00
Executive Hangar – South Facing.....	\$ 470.00
Executive Hangar – Modernized South Facing.....	\$ 490.00
Executive Hangar – North Facing.....	\$ 490.00
Executive Hangar – Modernized North Facing.....	\$ 510.00
Storage/Half Hangar Units.....	\$ 185.00

B. BYRON

T-Hangars.....	\$ 260.00
Portable Hangar – Ground Rent.....	\$ 96.00
Large Portable Hangar – Ground Rent.....	\$ 120.00
Storage/Half Hangar Units.....	\$ 140.00

Note: Rents increase every 3 years on January 1 by an amount equal to the 3-year average CPI change (rounded to the nearest whole dollar) ending October 31st, not to exceed 6%.

III. HANGAR RENTAL RATE DISCOUNTS – APPLICABLE TO BOTH AIRPORTS

- A. A tenant who prepays 12 months in advance will receive a 3% reduction in rent for the 12-month period. There is a maximum discount of \$1,000 per year.
- B. A hangar tenant who refers a pilot who rents a tie-down or hangar will receive a one-time \$50 rent credit after 6 months of tenancy by the referred pilot. A tie-down tenant who refers a pilot who rents a tie-down or hangar will receive a one-time \$15 rent credit after 6 months of tenancy by the referred pilot. (In all cases, the referred pilot must continue to be a tenant during the rent credit month.)
- C. A tenant who refers a business that enters into a lease agreement with the County will receive, after their sixth month of operation at the airport by the referred business, an amount equal to 2% of the amount the County receives from the business each month for the subsequent 6-month period. (The maximum benefit is \$1,000 over 6 months and the business must continue to be a tenant during the rent credit period.)
- D. Frequent tenant discount: A tenant who rents more than one hangar or tie-down at a time will receive a 5% discount on rent for each additional hangar or tie-down space. (The discount applies to the lowest-priced rent and there is a maximum discount of \$1,500 per year.)
- E. A person who obtains a pilot's license through a business located on Buchanan Field or Byron Airport and then rents a hangar or tie-down from the County will receive, after the second month of tenancy, a one-time \$50 rent credit on the hangar or a \$15 rent credit on the tie-down.

IV. MISCELLANEOUS FEES APPLICABLE TO BOTH AIRPORTS

A. Fixed Fees

Hangar Swap Fee.....	\$ 100.00 Per Tenant
Hangar Upgrade/Move Fee.....	\$ 100.00 Plus*
Hangar Agreement Modification/Change Fee.....	\$ 100.00 Per Occurrence

*In addition to the \$100 upgrade/move fee, tenant must pay the rent for both locations until tenant is fully out of the original location

1. Insurance Certificate Late Fees

Up to 30 Days after Existing Certificate has Lapsed.....	\$25.00 Late Fee
Up to 60 Days after Existing Certificate has Lapsed.....	\$50.00 Late Fee
Up to 90 Days after Existing Certificate has Lapsed.....	\$75.00 Late Fee

Note: Failure to Provide an Insurance Certificate within 90 Days after Existing Certificate has Lapsed is Default and Grounds for Termination

2. Gate Access Control Cards

Deposit.....	\$ 30.00
Replacement of Lost or Damaged.....	\$ 30.00
Reactivation Fee Per Occurrence	\$ 15.00

3. Flight Instructor Registration

Annually.....	\$ 100.00
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4. Aircraft Mechanic Registration

Annually.....	\$ 100.00
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5. Landing Fees*

Under 12,500 lbs.....	\$ 10.00
12,500 lbs. and over.....	\$ 25.00

*Landing fees apply to commercial operations that are not under an agreement with the County.

6. Ground Transportation Providers

One Time Administrative Fee.....	\$ 1,000.00
Annual User Fee.....	\$ 1,200.00*

*Or \$0.50 per each trip (Note: a trip is defined as a pick up or drop off)

7. Airport Movement Area Authorization/ID Badge

Issuance.....	No Cost
Replacement Badge Per Occurrence.....	\$ 30.00

IV. MISCELLANEOUS FEES APPLICABLE TO BOTH AIRPORTS (CONTINUED)

8. Driver/Fueler Training

First Training Class.....	No Cost
Each Subsequent Training Class.....	\$ 300.00
Replacement Badge.....	\$ 30.00

B. Variable Fees

1. Airport Sweeper, Fire Hydrant Clean Out, or Other Assistance Fee

\$125.00 per hour for each airport personnel. This fee will be increased annually on July 1 for each year after July 1, 2018, according to the change in the Consumer Price Index (CPI) for the preceding one-year period ending April 30 of each year and rounded to nearest whole dollar.

2. Airport Administration Staff Services for Account Reconciliation, Insurance Certificate Assistance, Property Re-inspections and/or Other Related Actions Fee

\$125.00 per hour or partial hour for each airport personnel. This fee will be increased annually on July 1 for each year after July 1, 2018, according to the change in the Consumer Price Index (CPI) for the preceding one-year period ending April 30 of each year and rounded to nearest whole dollar.

3. Property Fees (such as putting spray on the airfield pavement)

Cost of time and materials necessary to restore property to former condition

4. Aircraft Improperly Parked & Obstructs Operations or Compromises Safety Fee

Relocation fee.....\$ 125.00 Per Hour or Portion of an Hour

5. Aircraft Obstruction Runway and/or Taxiway Fees

There is no charge for the first two (2) hours after a runway obstruction occurs. After the first two hours, there is a charge in the amount of \$500 for each thirty minutes or portion thereof.

6. Property Development

The developer is responsible for all costs associated with the development of airport property, including environmental review, design, and construction, but excluding Airport staff's time. Upon the County's acceptance of a developer's proposal, the developer is required to make a good faith deposit of \$10,000.

If within six months of the proposal's acceptance by the County, the developer fails to make meaningful progress in developing the agreed-upon development, as determined by the County's Director of Airports, one-half of the security deposit will be non-refundable.

If within twelve months of the proposal's acceptance by the County, the developer fails to make meaningful progress in developing the agreed-upon development, as determined by the County's Director of Airports, the entire security deposit will be non-refundable.

If the developer enters into a long-term lease with the County for the site of the development, the remaining portion of the good faith deposit will be applied to the cost to the Airport of putting the lease in place, excluding the cost of Airport staff's time, but including the cost of other County staff's time. At developer's election, any remaining balance will be refunded to the developer or applied to ground rent.

**NOTICE OF A PUBLIC HEARING BEFORE THE
THE BOARD OF SUPERVISORS OF THE CONTRA COSTA
COUNTY PUBLIC WORKS – AIRPORTS DIVISION**

NOTICE OF PUBLIC HEARING AND AVAILABILITY OF DATA

The Contra Costa County Board of Supervisors will hold a public hearing on October 16, 2018, at 9:30 a.m. in the Board of Supervisors' Chambers, O'Brien Administration Building, 651 Pine Street, Martinez, California, to consider adopting Resolution No. 2018/****, which will supersede Resolution 94/286, to adopt new rates and charges for Buchanan Field Airport and Byron Airport. If adopted, the new rates and charges will go into effect on January 1, 2019. Oral and written presentations can be made at the hearing.

At least 10 days before the hearing, a copy of the proposed resolution, and all background materials regarding the cost charged for airport staff time to provide the services and the revenue sources anticipated for funding those costs, will be available for inspection and copying at the Office of the Clerk of the Board of Supervisors located at the above address, and at the office of the Contra Costa County Director of Airports, located at 550 Sally Ride Drive, Concord, California.

David Twa, Clerk of the Board of Supervisors and
County Administrator

Dated: October 2, 2018

By: _____
Deputy Clerk

Contra Costa County Airports Pay Scale Range

Administration – 7 Staff members	Salary & Overhead*	Average Hourly Rate (Total hourly rate / 7 Staff members)
1	\$104/hour	
2	\$ 185/hour	
3	\$91/hour	
4	\$84/hour	
5	\$ 140/hour	
6	\$ 57/hour	
7	\$ 211/hour	
Total	\$ 874/hour	\$125/hour
Operations – 7 Staff Members		Average Hourly Rate (Total Salary / 7 Staff members)
1	\$162/hour	
2	\$178/hour	
3	\$118/hour	
4	\$138/hour	
5	\$126/hour	
6	\$116/hour	
7	\$98/hour	
Total	\$936/hour	\$134/hour
One or more authorized staff members may be involved with providing any one service.		
*Anticipates salary adjustments by early 2019		



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: October 16, 2018

Subject: Approve Plans for San Pablo Dam Road Landslide and Bench Repair

RECOMMENDATION(S):

APPROVE plans for the San Pablo Dam Road Landslide and Bench Repair, as recommended by the Public Works Director, El Sobrante area.

FISCAL IMPACT:

The cost is to be funded by 100% Local Road Funds.

BACKGROUND:

The purpose of this repair is to fix a failed slope along the west side of San Pablo Dam Road approximately 0.5 miles south of Tri Lane in the El Sobrante area. The work will reconstruct the failed slope and maintenance access bench with engineered fill. The work also includes constructing a concrete v-ditch located at the back side of the maintenance access bench, and modifying the existing hydraugers to drain to the new concrete v-ditch.

CONSEQUENCE OF NEGATIVE ACTION:

The landslide and maintenance access bench will not be repaired.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Brian Louis 925
313-7039

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: October 16, 2018

Subject: APPROVE the Alhambra Valley Rd & Bear Creek Rd Intersection Safety & Sideshow Deterrence Project and take related actions under CEQA.

RECOMMENDATION(S):

APPROVE the Alhambra Valley Road and Bear Creek Road Intersection Safety and Sideshow Deterrence Project (Project), Briones Valley area. [County Project No. 0662-6U4203, DCD-CP# 18 - 29] (Districts I, V).

DETERMINE the Project is a California Environmental Quality Act (CEQA), Class 1(c) Categorical Exemption, pursuant to Article 19, Section 15301 of the CEQA Guidelines, and

DIRECT the Director of Department of Conservation and Development to file a Notice of Exemption with the County Clerk, and

AUTHORIZE the Public Works Director, or designee, to arrange for payment of a \$25 fee to the Department of Conservation and Development for processing, and a \$50 fee to the County Clerk for filing the Notice of Exemption.

FISCAL IMPACT:

Estimated Project cost: \$41,000, 100% Local Road Funds.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Laura Cremin
925-313-2015

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Ave Brown - Environmental Division Manager

BACKGROUND:

The purpose of this Project is to install and evaluate the effectiveness of a road feature to deter illegal sideshow activities (spinning circles and other illegal vehicular stunts) at the intersection of Alhambra Valley Road and Bear Creek Road. The community has voiced concerns about the sideshows. In response, District I, Supervisor Gioia's Office has directed Contra Costa County Public Works to determine measures to prevent these illegal activities.

The Project consists of installing a series of 6-inch and/or 8-inch raised ceramic domes at the four approaches to the intersection. The ceramic domes will be strategically placed along the centerline striping and in the shoulder areas. The intent of the raised features is to provide a visual, auditory, and sensory deterrence, while minimizing the impact to most road users who follow the vehicle code. The Project will test if raised ceramic domes have the intended deterrent effect on sideshow activities.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project may result in a delay of design and construction of a project designed to enhance public safety.

ATTACHMENTS

CEQA Document

PUBLIC WORKS DEPARTMENT
INITIAL STUDY OF
ENVIRONMENTAL SIGNIFICANCE

PROJECT NUMBER: 0662-6U4203
CP# 18-29

PROJECT NAME: Alhambra Valley Road and Bear Creek Road Intersection Safety and Sideshow Deterrence

PREPARED BY: Laura Cremin *LC*

DATE: July 31, 2018

APPROVED BY: *Tessa B. Moore*

DATE: 8/6/2018

RECOMMENDATIONS:

Categorical Exemption: 15301 [Class 1(c)]

Negative Declaration

Environmental Impact Report Required

Conditional Negative Declaration

The project will not have a significant effect on the environment. The recommendation is based on the following: The project consists of minor alteration of existing facilities involving no expansion of use, pursuant to section 15301(c) of the CEQA guidelines.

What changes to the project would mitigate the identified impacts: N/A

USGS Quad Sheet: Briones Valley	Base Map Sheet #: J - 9	Parcel #: N/A
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GENERAL CONSIDERATIONS:

- 1. Location:** The Project is in unincorporated West Contra Costa County (Figure 1), at the intersection of Alhambra Valley Road and Bear Creek Road (Figure 2).
- 2. Project Description:** The purpose of this Project is to install and evaluate the effectiveness of a road feature to deter illegal sideshow activities (spinning circles and other illegal vehicular stunts) at the intersection of Alhambra Valley Road and Bear Creek Road. The community has voiced concerns about the sideshows. In response, District I Supervisor's Office has directed Contra Costa County Public Works to determine measures to prevent these illegal activities.

The Project consists of installing a series of 6-inch and/or 8-inch raised ceramic domes at the four approaches to the intersection (Figure 3). The ceramic domes will be strategically placed along the centerline striping and in the shoulder areas. The intent of the raised features is to provide a visual, auditory, and sensory deterrence, while minimizing the impact to most road users who follow the vehicle code. The Project will test if raised ceramic domes have the intended deterrent effect on sideshow activities.

The Project will not require any excavation. All features will be applied to the surface of the roadway. The Project will be completed by the Contra Costa County Public Works Maintenance Division.

The Project will maintain the existing drainage pattern and will not create new impervious areas. There will not be any impact to utilities. No tree removal will be necessary. Temporary traffic control will be required during construction, and temporary lane closure may be necessary. At least one lane will be open during construction activities and emergency vehicles will have access at all times.

- 3. Does it appear that any feature of the project will generate significant public concern?**

Yes No maybe (Nature of concern):

- 4. Will the project require approval or permits by other than a County agency?**

Yes No

- 5. Is the project within the Sphere of Influence of any city?** No

CONTRA COSTA CALIFORNIA COUNTY

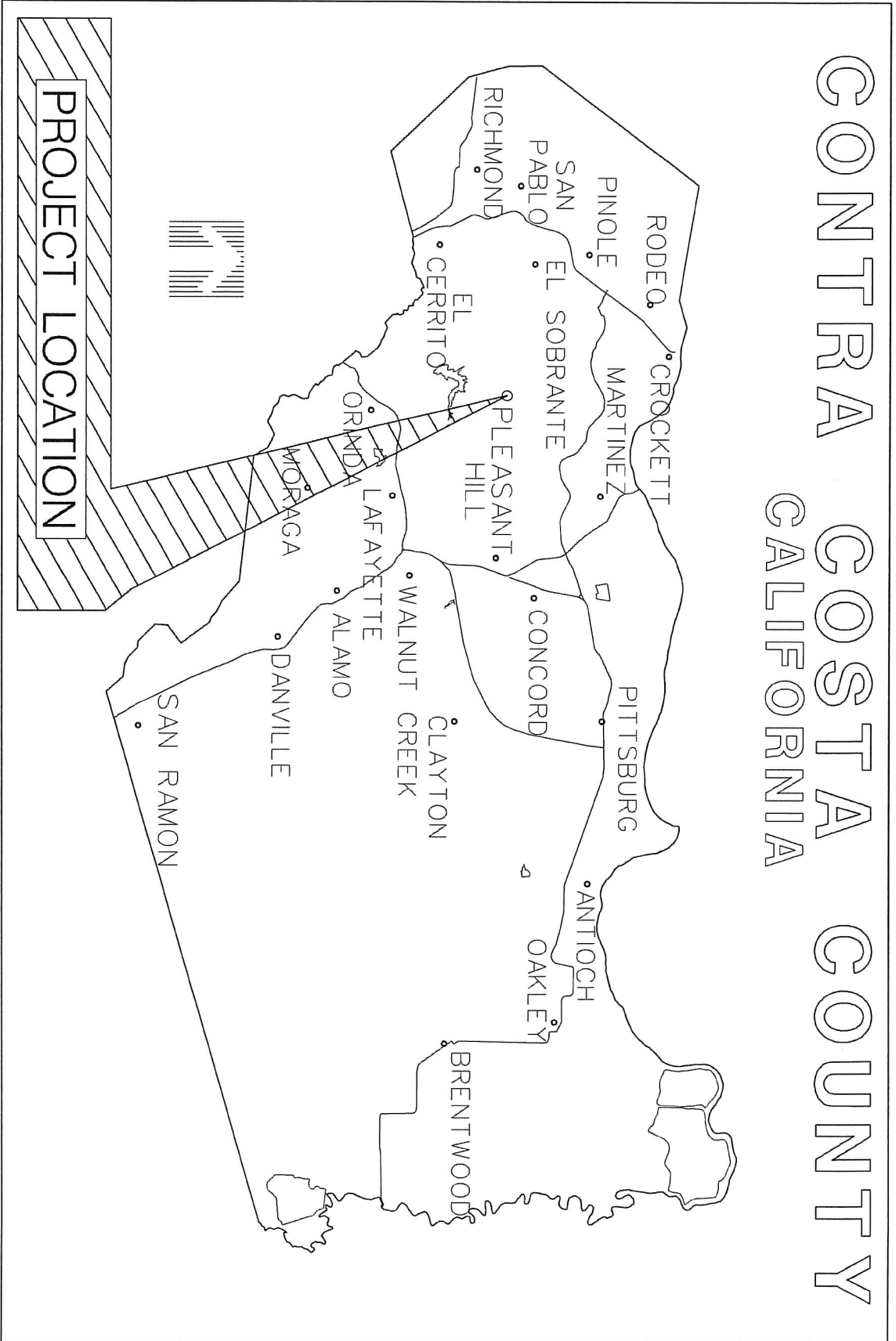


Figure 1: Project Location Map

Alhambra Valley Road at Bear Creek Road Intersection Safety and Sideshow Deterrence Project

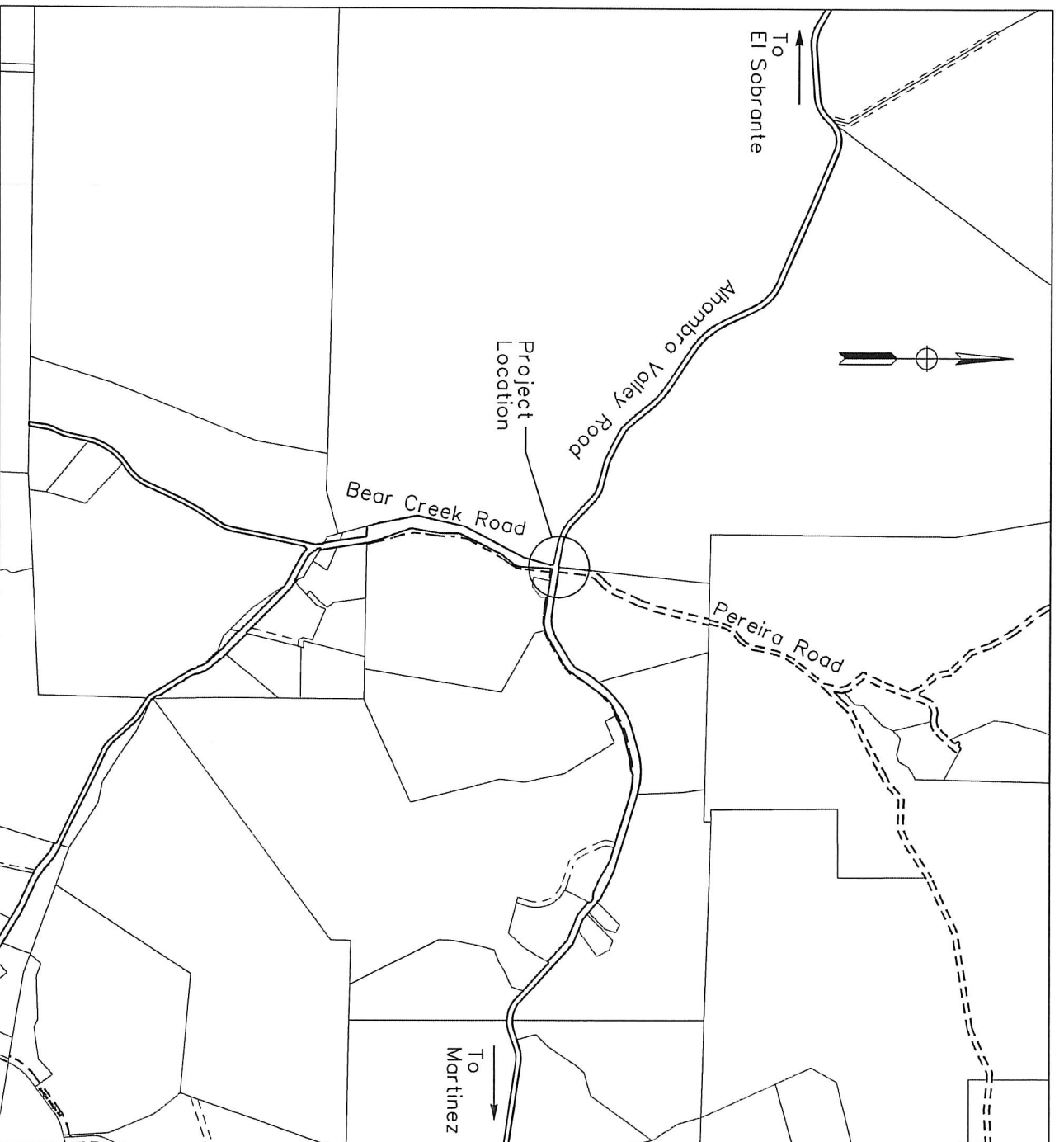
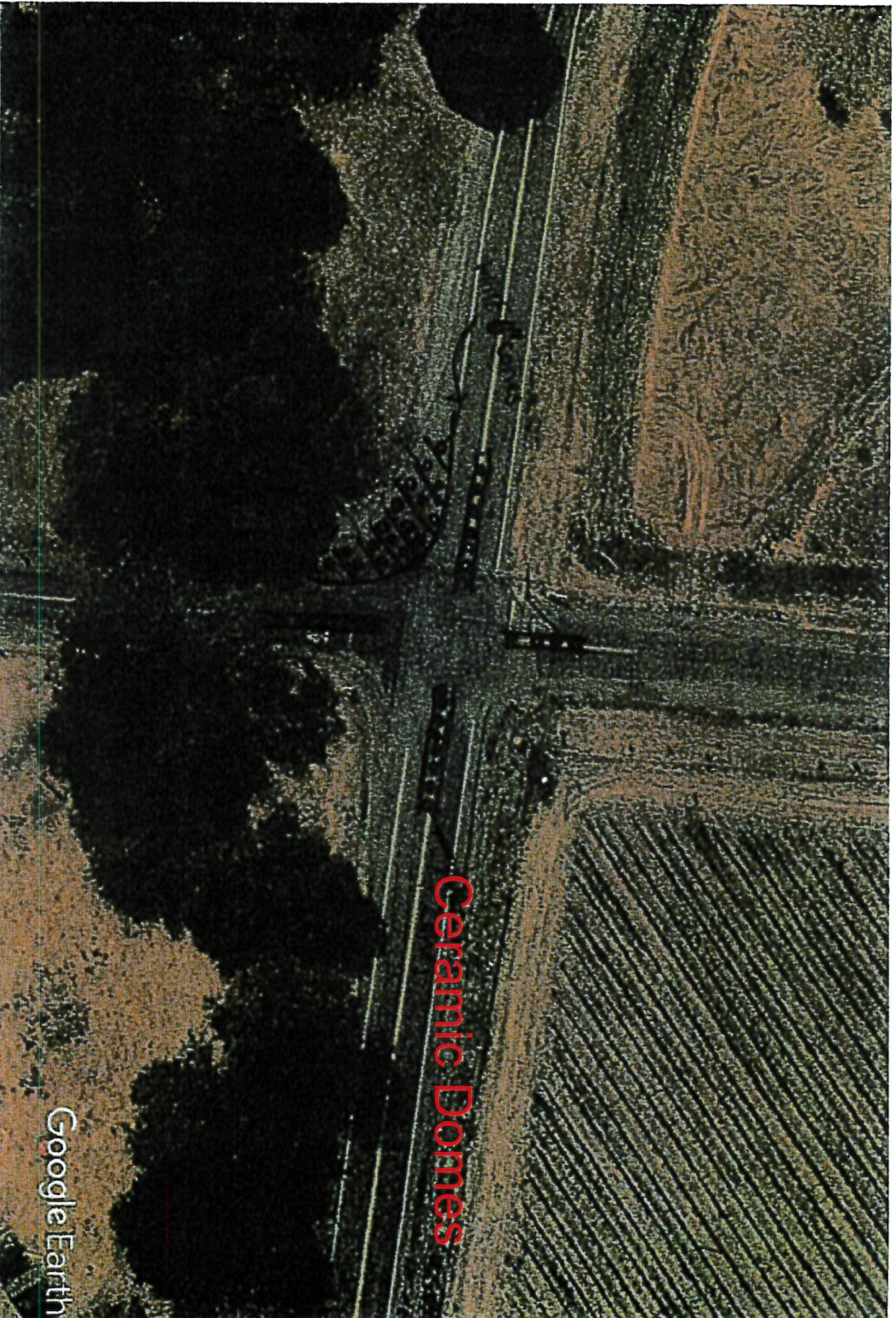


Figure 2: Project Vicinity Map

Alhambra Valley Road and Bear Creek Road Intersection and Sideshow Deterrence Project



Google Earth

feet
meters



100

400

Google Earth

Figure 3: Project Plans



CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: Contra Costa County
Dept. of Conservation & Development
30 Muir Road
Martinez, CA 94553

County Clerk
County of: Contra Costa

Project Title: Alhambra Valley Road and Bear Creek Road Intersection Safety and Sideshow Deterrence
Proj. No. 0662-6U4203 CP# 18-29

Project Applicant: **Contra Costa County Public Works Department**
Project Location – **Specific: Alhambra Valley Road and Bear Creek Road Intersection (Figures 1 – 2).**
Project Location: Unincorporated Briones Valley Project Location – County: West Contra Costa

Description of Nature, Purpose and Beneficiaries of Project: The purpose of this Project is to install and evaluate the effectiveness of a road feature to deter illegal sideshow activities (spinning circles and other illegal vehicular stunts) at the intersection of Alhambra Valley Road and Bear Creek Road. The community has voiced concerns about the sideshows. In response, District I Supervisor's Office has directed Contra Costa County Public Works to determine measures to prevent these illegal activities.

The Project consists of installing a series of 6-inch and/or 8-inch raised ceramic domes at the four approaches to the intersection (Figure 3). The ceramic domes will be strategically placed along the centerline striping and in the shoulder areas. The intent of the raised features is to provide a visual, auditory, and sensory deterrence, while minimizing the impact to most road users who follow the vehicle code. The Project will test if raised ceramic domes have the intended deterrent effect on sideshow activities.

The Project will not require any excavation. All features will be applied to the surface of the roadway. The Project will be completed by the Contra Costa County Public Works Maintenance Division.

The Project will maintain the existing drainage pattern and will not create new impervious areas. There will not be any impact to utilities. No tree removal will be necessary. Temporary traffic control will be required during construction, and temporary lane closure may be necessary. At least one lane will be open during construction activities and emergency vehicles will have access at all times.

Name of Public Agency Approving Project: **Contra Costa County**
Name of Person or Agency Carrying Out Project: **Contra Costa County Public Works Department**

Exempt Status:

- | | |
|---|--|
| <input type="checkbox"/> Ministerial Project (Sec. 21080(b) (1); 15268; | <input checked="" type="checkbox"/> Categorical Exemption: <u>15301 Class 1(c)</u> |
| <input type="checkbox"/> Declared Emergency (Sec. 21080(b)(3); 15269(a)); | <input type="checkbox"/> Other Statutory Exemption, Code No.: _____ |
| <input type="checkbox"/> Emergency Project (Sec. 21080(b)(4); 15269(b)(c)); | <input type="checkbox"/> General Rule of Applicability [Article 5, Section 15061 (b)(3)] |

Reasons why project is exempt: The project consists of minor alteration of existing facilities involving no expansion of use, pursuant to Section 15301(c) of the CEQA guidelines.

Lead Agency Contact Person: Laura Cremin - Public Works Dept. Area Code/Telephone/Extension: (925) 313-2015

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

AFFIDAVIT OF FILING AND POSTING

I declare that on _____ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

Signature

Title

Applicant:

Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Laura Cremin
Environmental Services Division
Phone: 925-313-2015

Department of Fish and Game Fees Due

- | |
|--|
| <input type="checkbox"/> EIR - \$3,168. ⁰⁰ |
| <input type="checkbox"/> Neg. Dec. - \$2,280. ⁷⁵ |
| <input type="checkbox"/> DeMinimis Findings - \$0 |
| <input checked="" type="checkbox"/> County Clerk - \$50 |
| <input checked="" type="checkbox"/> Conservation & Development - \$25 |

Total Due: \$75.⁰⁰

Total Paid \$ _____

Receipt #: _____



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: October 16, 2018

Subject: Approving the second extension of the Subdivision Agreement for minor subdivision MS14-00004, Alamo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2018/491 approving the second extension of the Subdivision Agreement for minor subdivision MS14-00004, for a project being developed by Cynthia Erb & Associates, LLC, as recommended by the Public Works Director, Alamo area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The terminal date of the Subdivision Agreement needs to be extended. The developer has not completed the required improvements and has requested more time. (Approximately 75% of the work has been completed to date.) By granting an extension, the County will give the developer more time to complete improvements and keeps the bond current. The development is in the warranty period and the bond needs to be kept up to date.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Randolph Sanders (925)
313-2111

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Randolph Sanders- Engineering Services, Alex Lopez - Engineering Services, Trixie Gothro - Design & Construction, Ruben Hernandez - DCD, T-06/25/2019, Cynthia Erb & Associates, Platte River Insurance Company

CONSEQUENCE OF NEGATIVE ACTION:

The terminal date of the Subdivision Agreement will not be extended and the developer will be in default of the agreement, requiring the County to take legal action against the developer and surety to get the improvements installed.

ATTACHMENTS

Resolution No. 2018/491

Subdivision Agreement Extension

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 10/16/2018 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2018/491

IN THE MATTER OF approving the second extension of the Subdivision Agreement for minor subdivision MS14-00004, for a project being developed by Cynthia Erb & Associates, LLC., as recommended by the Public Works Director, Alamo area. (District II)

WHEREAS the Public Works Director having recommended that he be authorized to execute the second agreement extension which extends the Subdivision Agreement between Cynthia Erb & Associates, LLC., and the County for construction of certain improvements in subdivision MS14-00004, Alamo area, through 2019.

APPROXIMATE PERCENTAGE OF WORK COMPLETE: 75%

ANTICIPATED DATE OF COMPLETION: Dec 2019

BOND NO.: 41326739 Date: July 22, 2015

REASON FOR EXTENSION: Landscaping needs to be installed.

NOW, THEREFORE, BE IT RESOLVED that the recommendation of the Public Works Director is APPROVED.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Randolph Sanders (925) 313-2111

By: , Deputy

cc: Randolph Sanders- Engineering Services, Alex Lopez - Engineering Services, Trixie Gothro - Design & Construction, Ruben Hernandez - DCD, T-06/25/2019, Cynthia Erb & Associates, Platte River Insurance Company

Duplicate Original: This bond supersedes all others.
CONTRA COSTA COUNTY
SUBDIVISION AGREEMENT EXTENSION

Development Number: MS14-00004
 Developer: Cynthia Erb & Associates, LLC
 Original Agreement Date: August 25, 2015
 Second Extension New Termination Date: August 25, 2019

<u>Improvement Security</u>	
SURETY: Platte River Insurance Company	
BOND No.: 41326739 Date: July 22, 2015	
<u>Security Type</u>	<u>Security Amount</u>
Cash:	\$ 1,000.00 (1% cash, \$1,000 Min.)
SURETY BOND:	\$ 19,000.00 (Performance)
	\$ 10,000.00 (Labor & Material)

The Developer and the Surety desire this Agreement to be extended through the above date; and Contra Costa County and said Surety hereby agree thereto and acknowledge same.

Dated: _____

FOR CONTRA COSTA COUNTY
 Julia R. Bueren, Public Works Director
 Brian M. Balbas

By: _____

RECOMMENDED FOR APPROVAL:

By: _____
 (Engineering Services Division)

(NOTE: Developer's, Surety's and Financial Institution's Signatures must be Notarized.)

FORM APPROVED: Victor J. Westman, County Counsel

After Approval Return to Clerk of the Board

Dated: September 15, 2018

Cynthia Erb
 Developer's Signature(s)

Cynthia Erb
 Printed

Developer's Signature(s)

Printed

512 Hemme Ave. Alamo, CA 94507

Address

Platte River Insurance Company

Surety or Financial Institution

P.O. Box 5900, Madison, WI 53705-0900

Address

[Signature]
 Attorney in Facts Signature

Jason Jenkins

Printed

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

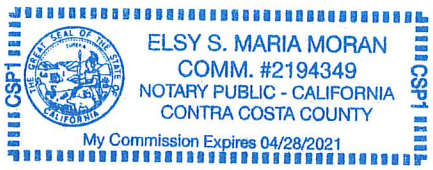
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Contra Costa }

On 09/15/2018, before me, Elsy S. Maria Moran, Notary Public,
personally appeared Cynthia Erb

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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Elsy S. Maria Moran

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Contra Costa County - Subdivision Agreement Extension

Document Date: 09/15/2018 Number of Pages: 1

Signer(s) Other than Named Above: Jason Jenkins

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41401830

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

CHRIS ELEY; AMELIA MCSHANE; JASON JENKINS

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski

John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent

Suzanne M. Broadbent
Assistant Secretary



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills

Stephen J. Sills
CEO & President

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 13 day of September, 2018.



Antonio Celii

Antonio Celii
General Counsel, Vice President & Secretary

ACKNOWLEDGMENT

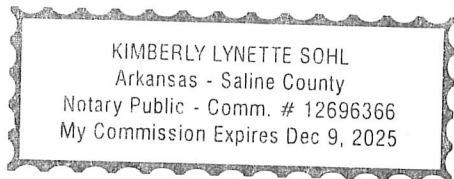
STATE OF ARKANSAS)
)ss.
COUNTY OF Saline)

BE IT REMEMBERED, on this day, personally appeared before me,
Jason Jenkins, known to me to be the person whose name is subscribed to
the foregoing as attorney-in-fact, and acknowledged that he executed the same for the
purposes therein contained.

WITNESS my hand and official seal this 13 day of September, 2018.

Kimberly Lynette Sohl
Notary Public

My Commission Expires: December 9, 2025



(SEAL)



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: October 16, 2018

Subject: PROCLAIM the week of October 20-26, 2018 as “California Flood Preparedness Week” in Contra Costa County

RECOMMENDATION(S):

ADOPT Resolution No. 2018/516 proclaiming the week of October 20-26, 2018 as “California Flood Preparedness Week” in Contra Costa County, as recommended by the Public Works Director, Countywide.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

This year, the State has declared “California Flood Preparedness Week” to be on October 20-26, 2018.

The County would join federal, state, and other local agencies during Flood Preparedness Week in raising awareness of flood risk in California. As part of the Unincorporated County Floodplain Management Program administered by the Public

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Jocelyn LaRocque -
(925) 313-2315

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Jocelyn LaRocque- Engineering Services, Mike Carlson- Deputy, Slava Gospodchikov - Engineering Services , Steve Padilla, David Twa. CAO, Ken Dahl - Engineering Services

BACKGROUND: (CONT'D)

Works Department, Public Works would like to provide information about the Unincorporated Contra Costa County Floodplain Program and resources on flood risk and preparedness. This information is also available through the California Department of Water Resources, specifically the Flood Preparedness website, which provides links to additional information from such agencies as the Federal Emergency Management Agency and the National Flood Insurance Program.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County will not declare that week as the statewide California Flood Preparedness Week.

ATTACHMENTS

Resolution No. 2018/516

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 10/16/2018 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2018/516

IN THE MATTER OF: RECOGNIZING California Flood Preparedness Week October 20-26, 2018.

WHEREAS the County of Contra Costa recognizes the significant public safety threat flooding poses to the population, assets, and economy of our County; and

WHEREAS the floodplain management program services provided in our community are an integral part of our citizen's everyday lives; and

WHEREAS the support and understanding of an informed citizenry is vital to the efficient administration of the Unincorporated Contra Costa County Floodplain Program; and

WHEREAS the health and safety of this community greatly depend on the administration of this program; and

WHEREAS during the California Flood Preparedness Week, local, state, and federal agencies across the state work together to inform the public about the dangers of flooding, how to prepare their homes and families for a flood, and plan for recovery; and

WHEREAS California Flood Preparedness Week 2018 will be held statewide during the week of October 20-26, 2018; and

WHEREAS the theme for California Flood Preparedness Week 2018 will be "Be Aware, Be Prepared, and Take Action!"

NOW, THEREFOR, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognize October 20-26, 2018 as CALIFORNIA FLOOD PREPAREDNESS WEEK, support public awareness of flood risk, and encourages County residents to take action to understand their flood risk and prepare appropriately.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: Jocelyn LaRocque - (925) 313-2315

ATTESTED: October 16, 2018

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Jocelyn LaRocque- Engineering Services, Mike Carlson- Deputy, Slava Gospodchikov - Engineering Services , Steve Padilla, David Twa. CAO, Ken Dahl - Engineering Services



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: October 16, 2018

Subject: Claims

RECOMMENDATION(S):

DENY claims filed by Anja Brey, Geny Marie Maria Dominguez, Chris Flucus, Clarita Gatchalian, Roselyn May, Sergio and Rosa Moreno, and Sean Moton. DENY amended claim filed by CSE for Darlene Drapkin.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Anja Brey: Property claim for damage to automobile windshield **caused by loose gravel left over from roadwork** in the amount of \$275.

Geny Marie Maria Dominguez: Personal injury claim for trip and fall **due to cracks in sidewalk in Concord** in an amount to exceed \$25,000.

Chris Flucus: Claim for **unknown damages of \$80 for unknown reasons by unexplained causes.**

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Scott Selby
925.335.1400

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Clarita Gatchalian: Property claim for lost dentures at CCRMC in the amount of \$1500.

Roselyn May: Personal injury claim for damages in undisclosed amount resulting from treatment at a health clinic.

Sergio & Rosa Moreno: Property claim for damage to automobile windshield caused by loose gravel left over from roadwork in undisclosed amount.

Sean Moton: Property claim for lost denture at CCRMC in undisclosed amount.

CSE for Darlene Drapkin: Amended claim by insurer for property damage to insured's vehicle in the amount of \$4060.36 as a result of a motor vehicle accident with a County employee.



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: October 16, 2018

Subject: ACCEPT Board members meeting reports for September 2018

RECOMMENDATION(S):

ACCEPT Board members meeting reports for September 2018.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Government Code section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging ex cetera). The attached reports were submitted by the Board of Supervisors members in satisfaction of this requirement. District I and V has nothing to report.

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors will not be in compliance with Government Code 53232.3(d).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Joellen Bergamini
925.335.1906

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

District II September 2018 Report

District III September 2018
Report

District IV September 2018
Report

District I September 2018 Report

Supervisor Candace Andersen – Monthly Meeting Report *September 2018*

Date	Meeting	Location
4	Public Works	Danville
6	CCCTA	Lafayette
10	TWIC	Martinez
10	Internal Operations	Martinez
11	Board of Supervisors	Martinez
12	CCCERA	Concord
12	LAFCO	Martinez
13	East Bay EDA	Oakland
14	So County Mental Health	San Ramon
15	East Bay Stand down	Pleasanton
17	Alamo Liaison	Danville
17	Mental Health Event	Martinez
18	Board of Supervisors	Martinez
18	TRAFFIX	San Ramon
19	Stepping Up Conference	Martinez
19	Alamo Rotary	Alamo
20	CCCTA	Concord
20	ABAG	San Francisco
21	EBRCSA	Alameda
21	Danville Chamber	Danville
24	Lafayette Liaison	Lafayette
24	Family Human Services	Martinez
25	Board of Supervisors	Martinez
26	CCCERA	Concord
27	East Bay EDA	Pleasanton
27	CCCSWA	Walnut Creek
29	SRV Emergency Preparedness	San Ramon

Supervisor Diane Burgis - September 2018 AB1234

(Government Code Section 53232.3(d) requires that members legislative attended for which there has been expense reimbursement (mileage,

Date	Meeting Name	Location
4-Sep	Meeting with the District Attorneys' Association	Martinez
4-Sep	Meeting with District Attorney Diana Becton	Martinez
4-Sep	InterDrone Conference	Las Vegas, NV
5-Sep	InterDrone Conference	Las Vegas, NV
6-Sep	InterDrone Conference	Las Vegas, NV
7-Sep	InterDrone Conference	Las Vegas, NV
8-Sep	InterDrone Conference	Las Vegas, NV
8-Sep	Moonlight on the Mountain Event	Danville
10-Sep	Internal Operations Committee Meeting	Martinez
10-Sep	Meeting with Public Works and Delta Ranch Solar	Martinez
10-Sep	Meeting with Contra Costa Water Agency	Martinez
10-Sep	First 5 Commission Meeting	Concord
11-Sep	Board of Supervisors Meeting	Martinez
11-Sep	James Comey Presentation at Leshar Center	Walnut Creek
12-Sep	Meeting with Animal Services Director, Beth Ward	Martinez
12-Sep	Meeting with Sunrise Bistro	Martinez
12-Sep	Meeting with Bicycle Committee Appointee	Martinez
12-Sep	Constituent Meeting	Martinez
12-Sep	LAFCO Meeting	Martinez
12-Sep	Meeting with Public Defenders Office	Martinez
13-Sep	Phone Meeting with Department of Conservation and Development	Martinez
13-Sep	Meeting with Local 1230 and Richland Development	Martinez
13-Sep	Meeting with Workforce Development Board Director and Chair	Martinez
13-Sep	Presentation to the Contra Costa County Fish and Wildlife Fall Forum	Martinez
14-Sep	Meeting with Health Services	Martinez
14-Sep	Meeting with Recreational Boaters of California, Lenora Clark	Brentwood
14-Sep	Constituent Meeting	Brentwood
15-Sep	Marsh Creek Community Clean Up	Brentwood
17-Sep	Phone Meeting with 3DR	Brentwood
17-Sep	Phone Meeting with Department of Conservation and Development, Airports, County Administrator's Office and the City of Brentwood	Brentwood

17-Sep	Phone Meeting with Health Services	Brentwood
17-Sep	Screening of the "S" Word	Martinez
18-Sep	Board of Supervisors Meeting	Martinez
18-Sep	Contra Costa County Fire Protection District Meeting	Martinez
18-Sep	Housing Authority Meeting	Martinez
19-Sep	Meeting with Local 1230	Brentwood
19-Sep	Meeting with California Public Utilities Commission	Brentwood
19-Sep	Meeting with Center for Elders Independence in Contra Costa County	Brentwood
19-Sep	Meeting with Cecchini Ranch	Brentwood
19-Sep	Phone meeting with Mt. Diablo Unitarian Universalist Church	Brentwood
19-Sep	Constituent Meeting	Brentwood
20-Sep	Ag Land Use Meeting	Knightsen
20-Sep	Oakley Fire Station #55 Grand Opening	Oakley
20-Sep	Meeting with Sierra Club and Constituents	Brentwood
20-Sep	Phone Meeting with CCC Airports and 3DR	Brentwood
20-Sep	Delta Protection Commission Meeting	Stockton
21-Sep	Phone Meeting with Delta Counties Coalition	Brentwood
21-Sep	Meeting with JFK University Director, Solomon Belette	Pleasant Hill
21-Sep	20th Annual Labor-to-Labor Dinner	Richmond
22-Sep	APTA Conference	Nashville, TN
23-Sep	APTA Conference	Nashville, TN
24-Sep	APTA Conference	Nashville, TN
25-Sep	APTA Conference	Nashville, TN
26-Sep	APTA Conference	Nashville, TN
27-Sep	APTA Conference	Nashville, TN
29-Sep	City of Brentwood Library Grand Opening	Brentwood
29-Sep	Antioch First 5 Grand Opening	Antioch
29-Sep	5th Annual APAPA Leadership Retreat Dinner	Vacaville

* Reimbursement may come from an agency other than Contra Costa County

Report

bodies report on meetings
meals, lodging, etc).

Purpose

Business Meeting

Business Meeting

Business Meeting

Business Meeting

Business Meeting

Business Meeting

Business Meeting

Community Outreach

Business Meeting

Business Meeting

Business Meeting

Business Meeting

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Community Outreach

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**Supervisor Karen Mitchoff
September 2018**

DATE	MEETING NAME	LOCATION	PURPOSE
09/05/18	BAAQMD Board Meeting	San Francisco	Decisions on agenda items
09/05/18	CCTA Planning Committee Meeting	Walnut Creek	Decisions on agenda items
09/06/18	Contra Costa Mayor's Conference	Clayton	Community Outreach
09/08/18	Moonlight on the Mountain	Danville	Community Outreach
09/10/18	TWIC Meeting	Martinez	Decisions on agenda items
09/11/18	Board of Supervisors Meeting	Martinez	Decisions on agenda items
09/12/18	United Against GHGs: Diesel Free by '31	San Francisco	Community Outreach
09/13/18	TRANSPAC ABAG Admin Committee Special	Pleasant Hill	Decisions on agenda items
09/14/18	Meeting	San Francisco San	Decisions on agenda items
09/17/18	BAAQMD Stationary Source Meeting	San Francisco	Decisions on agenda items
09/18/18	Board of Supervisors Meeting BAAQMD Ad Hoc Building Oversight	Martinez	Decisions on agenda items
09/19/18	Mtg	San Francisco	Decisions on agenda items
09/19/18	BAAQMD Board Meeting	San Francisco	Decisions on agenda items
09/19/18	CCTA Board Meeting	Walnut Creek	Decisions on agenda items
09/20/18	Panelist at Cannabis Forum w/Elections ABAG Legislation, Finance and Board	Martinez	Community Outreach
09/20/18	Meeting	San Francisco	Decisions on agenda items
09/21/18	Labor to Labor Dinner	Richmond	Community Outreach
09/25/18	Board of Supervisors Meeting	Martinez	Decisions on agenda items
09/26/18	Delta Conservancy	Sacramento	Water Advocacy

Supervisor John Gioia

September – 2018 Monthly Meeting Statement

Government Code section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etc.).

1. Meeting Date: September 6, 2018

Meeting: CSAC Board of Directors

Location: Sacramento, CA

2. Meeting Date: September 21, 2018

Meeting: SF Bay Restoration Authority

Location: San Francisco, CA

Supervisor sought reimbursement from the County for meetings that he attended in his capacity as a County Supervisor during the month of September 2018.



Contra
Costa
County

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: October 16, 2018

Subject: ADOPT Resolution recognizing Assistant Chief James Libby's retirement from the California Highway Patrol

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Lisa Chow, (925)
521-7100

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2018/527

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2018/527

In the matter of honoring Assistant Chief James Libby upon his retirement from the California Highway Patrol.

WHEREAS, the calling to be a peace officer is one of the most esteemed vocations of public service, and individuals who accept this calling are worthy of the highest respect and honor the nation, the state, and the community can provide; and

WHEREAS, Assistant Chief James Libby is retiring from the California Highway Patrol after over 29 years of dedicated service; and

WHEREAS, Mr. James Libby entered the California Highway Patrol Academy on May 15, 1989, and upon graduation, reported to the West Los Angeles Area where he worked as a Traffic Officer, before transferring to Oakland Area where he continued his service to the public as a Traffic Officer; and

WHEREAS, Officer Libby transferred to the Golden Gate Division Investigative Services Unit on July 1, 1995, and became a founding member of the Statewide Cargo Theft Interdiction Program, a vehicle theft investigator in Contra Costa County, a founding member of the Golden Gate Division Warrant Service Team and assisted in developing the Golden Gate Division Salvage Vehicle Inspection Program; and

WHEREAS, Officer Libby transferred back to the Oakland Area on March 2, 2005, and served as an acting sergeant; and

WHEREAS, Officer Libby promoted to the rank of Sergeant on July 1, 2005, and transferred to the Dublin Area where he worked as a field sergeant and garnered the respect of his subordinates and peers as a compassionate and fair leader; and

WHEREAS, Sergeant Libby promoted to the rank of Lieutenant on September 1, 2011, and remained in the Dublin Area where he was able to continue serving in Alameda County, where, as a Department leader was known for his dedication, expertise, and professionalism, and became an Executive Officer in the newly formed Golden Gate Division Special Response Team; and

WHEREAS, Lieutenant Libby promoted to the rank of Captain on July 1, 2014, and served as the Golden Gate Division Special Services Commander and as an unwavering leader, oversaw Golden Gate Division's Air Operations, Commercial Operations, Multidisciplinary Accident Investigation Team (MAIT), K9 Unit, Investigative Services Unit, and Motor Carrier Safety Unit and oversaw the civil disturbance plan for CHP response to Super Bowl 50; and

WHEREAS, Captain Libby was appointed as Deputy Director of the California State Lottery Security/Law Enforcement Division on May 1, 2016, and represented the CHP as a versatile and knowledgeable law enforcement leader, as he oversaw California State Lottery physical security, claims investigations, draw management

and other duties to ensure the integrity of lottery operations; and

WHEREAS, Captain Libby was promoted to the rank of Assistant Chief on April 1, 2017, and transferred to Golden Gate Division where he mentored commanders within Golden Gate Division and spearheaded the Contra Costa County Freeway Security Network; and

NOW, THEREFORE BE IT RESOLVED, that the Contra Costa County Board of Supervisors does hereby honor and congratulate Assistant Chief James Libby on the occasion of his retirement from the California Highway Patrol.

KAREN MITCHOFF
Chair, District IV Supervisor

JOHN GIOIA
District I Supervisor

CANDACE ANDERSEN
District II Supervisor

DIANE BURGIS
District III Supervisor

FEDERAL D. GLOVER
District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: October 16, 2018

Subject: Recognizing October 2018 as Diaper Need Awareness Month

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Lia Bristol, (925)
521-7100

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2018/528

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2018/528

In the matter of Recognizing October 2018 as Diaper Need Awareness Month

Whereas, Diaper Need, the condition of not having a sufficient supply of clean diapers to ensure that infants and toddlers are clean, healthy and dry, can adversely affect the health and welfare of infants, toddlers and their families; and

Whereas, national surveys report that one in three mothers experience diaper need at some time while their children are less than three years of age and forty-eight percent of families delay changing a diaper to extend their supply; and

Whereas, a newborn infant can go through up to twelve diapers a day and the average infant or toddler requires an average of at least 50 diaper changes per week over three years; and

Whereas, for families in the lowest income quintile, diapers can account for 14% of a monthly budget, therefore obtaining a sufficient supply of diapers can cause economic hardship to families; and

Whereas, diapers can be purchased with TANF benefits, yet only 27% of families with children in poverty receive TANF; and

Whereas, costing as much as \$150.00 a month, when a family must decide between utilities, food or diapers, many children are left to wear a soiled diaper until it falls apart, wear a paper towel at home or wear a "used" diaper, one where the stool was removed and is still dry enough to reuse; and

Whereas, more than 874 emergency room and inpatient hospital visits of conditions known to be caused by diaper need were reported in 2017 in Contra Costa County; and

Whereas, a supply of diapers is generally an eligibility requirement for infant and toddlers to participate in childcare and early education programs, and therefore a barrier to employment; and

Whereas, addressing Diaper Need can lead to economic opportunity for the state's low-income families and can lead to improved health for families and their communities; and

Whereas, Sweet Beginnings Family Resource Center is working towards being recognized as the 20th Diaper Bank in California; and

Whereas, Sweet Beginnings partners with the Women, Infant and Children (WIC) agency in Contra Costa, as well as First 5 Contra Costa, to supply 5000 diapers a month to their families; and

Whereas, SupplyBank.Org’s Diaper Kit Assistance distributes 18,000 Talk.Read.Sing branded diapers and 36,000 baby wipes monthly through the Concord Women, Infant and Children (WIC) agency in Contra Costa County; and

Whereas, supplying diapers helps provide economic stability for families in Contra Costa.

Now, Therefore Be It Resolved that the Board of Supervisors of Contra Costa County does hereby proclaim October, 2018 as Diaper Need Awareness Month, and encourages all residents to donate to diaper banks, diaper drives, and those organizations that distribute diapers to families in need to help alleviate diaper need.

KAREN MITCHOFF
Chair, District IV Supervisor

JOHN GIOIA
District I Supervisor

CANDACE ANDERSEN
District II Supervisor

DIANE BURGIS
District III Supervisor

FEDERAL D. GLOVER
District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: October 16, 2018

Subject: Proclaim October 21 – 27, 2018 as Lead Poisoning Prevention Week

RECOMMENDATION(S):

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Dan Peddycord,
925-313-6712

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Tasha Scott, Marcy Wilhelm, Gail Goyle

ATTACHMENTS

Resolution No.

2018/525

*The Board of Supervisors of
Contra Costa County, California*

In the matter of:

Resolution No. 2018/525

PROCLAIMING OCTOBER 21 – 27, 2018 AS “CHILDHOOD LEAD POISONING PREVENTION WEEK”

WHEREAS, Contra Costa County recognizes the importance of a safe environment including healthy homes for all of our children and families; and

WHEREAS, an important part of ensuring a safe environment is preventing Contra Costa children from being poisoned by lead in their homes and community; and

WHEREAS, lead poisoning often has few or no early visible symptoms and often goes undetected; and

WHEREAS, lead poisoning can have lifelong effects, especially for children, ranging from cognitive and behavioral problems to delayed growth and learning disabilities; and

WHEREAS, Contra Costa children may be exposed to lead from deteriorated lead-based paint and contaminated soil, and from other sources such as cultural and consumer products, lead brought home from the workplace, and historic environmental contamination; and

WHEREAS, the State of California has recognized that children are harmed by even low levels of lead and has enabled the Contra Costa Lead Poisoning Prevention Project to offer services to these children; and

WHEREAS, to keep our children safe and healthy, all children under the age of six should be assessed for lead exposure, at-risk children should receive blood tests for lead; and lead hazards must be identified and removed from a child’s environment; and

WHEREAS, lead poisoning is preventable through greater awareness and elimination of the many sources of lead; using lead-safe work practices when disturbing lead-based paint; and ensuring that children have a healthy diet and access to health care; and

WHEREAS, Contra Costa County’s Lead Poisoning Prevention Project (LPPP) has been working effectively since 1993 to reduce the number of lead poisoned children in Contra Costa through case management, outreach and education, and early intervention services; and

WHEREAS, some of the nearly 10,000 Contra Costa children screened each year are still exposed to the dangers of lead;

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors proclaims October 21 - 27, 2018, as Childhood Lead Poisoning Prevention Week in Contra Costa County, to prevent childhood lead poisoning through increased community awareness and activities supporting the elimination of lead from our homes, consumer products and other sources, and the environment.

KAREN MITCHOFF
Chair, District IV Supervisor

JOHN GIOIA

CANDACE ANDERSEN

District I Supervisor

DIANE BURGIS
District III Supervisor

District II Supervisor

FEDERAL D. GLOVER
District V Supervisor

I hereby certify that this is a true and correct copy of an
action taken
and entered on the minutes of the Board of Supervisors on
the date
shown.

ATTESTED: October 16, 2018

David J. Twa,

By: _____, Deputy



**Contra
Costa
County**

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: October 16, 2018

Subject: ACCEPT Resignation of Victor Lecha for the District IV-A Seat on the Alcohol and Other Drugs Advisory Board

RECOMMENDATION(S):

ACCEPT resignation of Victor Lecha, DECLARE a vacancy in the District IV-A Seat on the Alcohol and Other Drugs Advisory Board, and Direct the Clerk of the Board to post the vacancy, as recommended by Supervisor Karen Mitchoff.

FISCAL IMPACT:

None.

BACKGROUND:

The mission of the Contra Costa County Alcohol and Other Drugs Advisory Board is to assess family and community needs regarding treatment and prevention of alcohol and drug abuse problems. They report the findings and recommendations to the Contra Costa Health Services Department, the Board of Supervisors and the communities they serve. The

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Lisa Chow, (925)
521-7100

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Alcohol and Other Drugs Advisory Board works in collaboration with the Alcohol and Other Drug Services Division of Contra Costa Health Services. They provide input and recommendations as they pertain to alcohol and other drugs prevention, intervention, and treatment services.



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: October 16, 2018

Subject: ACCEPT the resignation of Andrea Bailey, DECLARE a vacancy of the Business Seat 1 on the North Richmond Municipal Advisory Council

RECOMMENDATION(S):

ACCEPT the resignation of Andrea Bailey, DECLARE a vacancy of the Business Seat 1 on the North Richmond Municipal Advisory Council, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Gioia.

FISCAL IMPACT:

None.

BACKGROUND:

The North Richmond Municipal Advisory Council advises the Board of Supervisors on issues and concerns affecting the unincorporated community of North Richmond.

Ms. Bailey has served on the North Richmond Municipal Advisory Council in District 1 and now wishes to resign her seat effective immediately for personal reasons.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Robert Rogers
5102318688

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: October 16, 2018

Subject: Appointments and Re-Appointments to the Emergency Medical Care Committee

RECOMMENDATION(S):

APPOINT the following individuals to seats on the Emergency Medical Care Committee (EMCC) for a two-year term with an expiration date of September 30, 2020:

- B3 American Red Cross, Bay Area Chapter Representative: Jennifer Lucas, Concord, CA 94521
- B9 Hospital Council – East Bay, Representative: James Lambert, Antioch, CA 94531
- C1 Ambulance Providers (Contra Costa 9-1-1 Service Contract) Representative: John Duggan, San Ramon, CA 94583
- C2 Air Medical Transportation Provider Representative: Michele Bell, Concord, CA 94520
- C3 EMS Training Institution Representative: Cameron Metzger, Concord, CA 94518

REAPPOINT the following individuals to seats on the Emergency Medical Care Committee (EMCC) for a two year term with an expiration date of September 30, 2020:

- B1 Alameda-Contra Costa Medical Association Representative: Ellen Leng, Walnut Creek, CA 94598
- B2 American Heart Association Representative: Elaina Petrucci Gunn, Oakland, CA 94612
- B4 California Highway Patrol Representative: Ara Gregorian, Martinez, CA 94553
- B5 Communications Center Managers' Association Representative: Denise Pangelinan, San Ramon, CA 94583
- B6 Contra Costa Fire Chiefs' Association Representative: Terence Carey, Concord, CA 94520

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Patricia Frost,
925-646-4690

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Tasha Scott, Marcy Wilhelm, Rachel Morris

RECOMMENDATION(S): (CONT'D)

- B7 Contra Costa Police Chiefs' Association Representative: Jon King, Moraga, CA 94556
- B8 Emergency Nurses Association-East Bay Chapter Representative: David Samuelson, Walnut Creek, CA 94597
- B10 Public Managers' Association Representative: Gary Napper, Clayton, CA 94517
- B11 Trauma Center (Contra Costa Contract) Representative: Kacey Hansen, Walnut Creek, CA 94598
- B12 Contra Costa Office of the Sheriff Representative: Jason Vorhauer, Martinez, CA 94553
- Ex Officio Representative: Pat Frost, Martinez, CA 94553
- Ex Officio Representative: David Goldstein, Martinez, CA 94553

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The EMCC is a multidisciplinary committee appointed by the County Board of Supervisors, to provide advice and recommendations on Emergency Medical Services (EMS) related matters to the Board, Health Services Director, and its EMS Agency. Membership consists of consumer representatives, and representatives of EMS related organizations and groups.

CONSEQUENCE OF NEGATIVE ACTION:

If this Board Order is not approved, none of the requested positions on the EMCC will be filled.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: October 16, 2018

Subject: Appoint new Members to the Advisory Council on Equal Employment Opportunity

RECOMMENDATION(S):

APPOINT Roosevelt Gipson, Jr. to the Education seat and Dr. Aaron Bryant to the Community seat # 3 as recommended by the Advisory Council on Equal Employment Opportunity and the Hiring Outreach Oversight Committee for terms ending on November 30, 2019.

FISCAL IMPACT:

None

BACKGROUND:

In 2013, Internal Operations Committee (IOC) reviewed Board Resolution Nos. 2011/497 and 2011/498, which stipulate that applicants for At Large/Non Agency-Specific seats on specified bodies are to be interviewed by a Board subcommittee. The Resolutions further permit a Board Committee to select a screening committee to assist in interviewing applicants for appointment for certain bodies, including the ACEEO.

CONSEQUENCE OF NEGATIVE ACTION:

The ACEEO will not be representative of the communities we serve.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Antoine Wilson,
925-335-1455

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Roosevelt Gibson
Application

Dr. Aaron Bryant
Application

Application Form

Profile

Which Boards would you like to apply for?

Equal Employment Opportunity Advisory Council: Submitted
Contra Costa Council on Homelessness: Submitted
Affordable Housing Finance Committee: Submitted

Seat Name (if applicable)

Describe why you are interested in serving on this advisory board/commission (please limit your response to one paragraph).

I am interested in serving as a board member because I have 20 years of administrative, managerial, analytical, law enforcement and instructional transferable skills that are relative to the duties as required by the board. I also possess a Masters Degree in Health Services Management, California Community College Credential and an Adult Teaching Credential. My Experience working with youth is as follows. As a Job Corps instructor over eight years, I delivered quality instruction in GED and Testing of Basic Adult Education (TABE) reading & math preparation as needed to Job Corps Trainees utilizing a standardized curriculum. I have worked with at risk trainees from diverse socio-economic ethnic backgrounds to provide them with the tools needed to be successful in future endeavors. I have utilized Citrix to monitor attendance and process evaluations Personal Career Development Plans and conduct reports. Additionally, as a requirement for employment, I participated in the training by the Outlet Program emphasizing the creation of safe environments for Lesbian, Gay, Bisexual, Transgender, Queer and Questioning Youth. Prior to my Career at Job Corps I worked at several universities recruiting and counseling undergraduate minority pre-med students to enter the School of Medicine throughout the country. I coordinated an early outreach component to motivate high school students (GRADES 9-12) into the health sciences. As a hobby I build computers in my spare time. I am also familiar with the latest software packages used in businesses (Microsoft Office (Excel, Access, Publisher, Word and PowerPoint)).

This application is used for all boards and commissions

Roosevelt

First Name

Gipson Jr

Middle Initial

Last Name

gipsonjr@aol.com

Email Address

[Redacted] Home Address

Suite or Apt

[Redacted] City

CA State

[Redacted] Postal Code

[Redacted] Primary Phone

[Redacted] Employer

[Redacted] Job Title

Government Occupation

Do you, or a business in which you have a financial interest, have a contract with Contra Costa Co.?

Yes No

Is a member of your family (or step-family) employed by Contra Costa Co.?

Yes No

Education History

Select the highest level of education you have received:

Other

If "Other" was Selected Give Highest Grade or Educational Level Achieved

College/ University A

[Redacted] Name of College Attended

Admin & Human Behavior in Health Care Course of Study / Major

[Redacted] Units Completed

Type of Units Completed

Quarter

Degree Awarded?

Yes No

B.S.

Degree Type

June 1978

Date Degree Awarded

College/ University B


Name of College Attended

Health Services Management

Course of Study / Major

36

Units Completed

Type of Units Completed

Semester

Degree Awarded?

Yes No


M.B.A.

Degree Type

June 1980

Date Degree Awarded

College/ University C


Name of College Attended

Adult Credential

Course of Study / Major

Units Completed

Type of Units Completed

Semester

Degree Awarded?

Yes No

Adult Credential

Degree Type

Date Degree Awarded

Other schools / training completed:

Clinician/Practitioner Consultant

Course Studied

Hours Completed

Certificate Awarded?

Yes No

Work History

Please provide information on your last three positions, including your current one if you are working.

1st (Most Recent)

October 2017 To Present

Dates (Month, Day, Year) From - To

40

Hours per Week Worked?

Volunteer Work?

Yes No

[Redacted]

Position Title

Employer's Name and Address

[Redacted]

Duties Performed

[Redacted]

2nd

December 2014-December 2016

Dates (Month, Day, Year) From - To

40

Hours per Week Worked?

Volunteer Work?

Yes No

[Redacted]

[Redacted]

Position Title

Employer's Name and Address

[Redacted]

Duties Performed

-Answers Covered California customer inquiries through multiple system and toll-free telephone numbers for responding to inbound and other calls as necessary; -Handles requests through Covered California customer inquiries and complaints, using business knowledge, professionalism, and efficiency, to maximize and facilitate one-call resolution; -Refers unresolved Covered California customer complaints to the Customer Service Supervisor or other appropriate staff; -Responds to Covered California customers' inquiries, complaints, and refers requests using business knowledge, policy, uniform procedures, professionalism, and efficiency to facilitate one-call resolution; -Records Covered California customer interactions, recording details of inquiries, complaints, or comments, as well as actions taken. -Provide Technical Support to assist customer in setting up and maintaining online account utilizing CAL HEER'S statewide system

3rd

10/2011 to Present

Dates (Month, Day, Year) From - To

On Call

Hours per Week Worked?

Volunteer Work?

Yes No

Position Title

Employer's Name and Address

[REDACTED]

Duties Performed

[REDACTED] -Respond to a variety of customer inquires ranging from routine to complex, and provide detailed information to the public regarding federally declared disasters and SBA's loan program. -Assist individuals and businesses with the completion of various SBA loan applications. -Assist applicants in filing an application via the Internet through use of SBA's Electronic Loan Application -Screen the ELA Home and Business applications for accuracy and completeness. -Act as a lead to subordinate Customer Service Representatives (communicating management's goals and objectives to team members.

[REDACTED]

Upload a Resume

[REDACTED]

Final Questions

How did you learn about this vacancy?

Contra Costa County Homepage

If "Other" was selected please explain

. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?

Yes No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

Yes No

If Yes, please identify the nature of the relationship:

Application Form

Profile

Which Boards would you like to apply for?

Equal Employment Opportunity Advisory Council: Submitted

Veterans Seat #1

Seat Name (if applicable)

Describe why you are interested in serving on this advisory board/commission (please limit your response to one paragraph).

I am currently a strong ally in the veterans community and can identify and communicate on the challenges veterans are faced with in regards to pursuing the right roles and jobs. In addition, I can assist in translating to employers on what to identify for employment opportunities that will best fit our veteran force.

This application is used for all boards and commissions

Aaron

First Name

Bryant

Last Name

Middle Initial

Email Address

Home Address

Suite or Apt

City

State

Postal Code

Mobile:

Primary Phone

Employer

Job Title

Occupation

Do you, or a business in which you have a financial interest, have a contract with Contra Costa Co.?

Yes No

Is a member of your family (or step-family) employed by Contra Costa Co.?

Yes No

Education History

Select the highest level of education you have received:

Other

PhD

If "Other" was Selected Give Highest Grade or Educational Level Achieved

College/ University A

Name of College Attended

Information Systems and
Technology

Course of Study / Major

90

Units Completed

Type of Units Completed

Quarter

Degree Awarded?

Yes No

PhD

Degree Type

2012

Date Degree Awarded

College/ University B

Name of College Attended

Exec MBA

Course of Study / Major

60

Units Completed

Type of Units Completed

Semester

Degree Awarded?

Yes No

Masters

Degree Type

2009

Date Degree Awarded

College/ University C

Name of College Attended

Business Mgmt

Course of Study / Major

120

Units Completed

Type of Units Completed

Quarter

Degree Awarded?

Yes No

Bachelor

Degree Type

2006

Date Degree Awarded

Other schools / training completed:

Course Studied

Hours Completed

Certificate Awarded?

Yes No

Work History

Please provide information on your last three positions, including your current one if you are working.

1st (Most Recent)

2/6/2017 - Present

Dates (Month, Day, Year) From - To

40

Hours per Week Worked?

Volunteer Work?

Yes No

Regional IT Manager

Position Title

Employer's Name and Address

Duties Performed

2nd

12/20/2016 - Present

Dates (Month, Day, Year) From - To

15

Hours per Week Worked?

Volunteer Work?

Yes No

Managing Partner

Position Title

Employer's Name and Address

Duties Performed

Responsible for oversight of various consulting services that include financial management, real estate and training.

3rd

2/1/2014 - Present

Dates (Month, Day, Year) From - To

5

Hours per Week Worked?

Volunteer Work?

Yes No

Adjunct Professor and Veteran
Liaison

Position Title

Employer's Name and Address

Duties Performed

Faculty professor to instruct both under grad and grad students in various curriculum approved courses. In addition, I am the appointed Faculty and Student Liaison for Veteran Services

Upload a Resume

Final Questions

How did you learn about this vacancy?

Contra Costa County Homepage

If "Other" was selected please explain

. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?

Yes No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

Yes No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I understand that this form is a public document and is subject to the California Public Records Act.

I Agree



Contra
Costa
County

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: October 16, 2018

Subject: APPOINTMENTS TO THE CALIFORNIA STATE ASSOCIATION OF COUNTIES BOARD OF DIRECTORS

RECOMMENDATION(S):

1. ADOPT Resolution No. 2018/518 to reappoint Supervisor John Gioia as the Board of Supervisors representative and Supervisor Karen Mitchoff as the Board's alternate representative on the California State Association of Counties (CSAC) Board of Directors to new terms beginning on November 26, 2018 and ending on November 30, 2019; and to restate the appointment of Board members and other individuals to serve on Board committees, special county committees, and regional boards/ committees/ commissions for 2018, some of which include additional compensation in the form of stipend.
2. INDICATE that the attached Resolution No. 2018/518 supersedes in its entirety Resolution No. 2018/207, which was adopted by the Board of Supervisors on June 5, 2018.
3. DIRECT staff to update on the County website the single Fair Political Practices Commission (FPPC) Form 806, which lists all the paid appointed positions on committees, boards, or commissions for members of the Board of Supervisors.

FISCAL IMPACT:

The recommendation results in no fiscal impact to the County. CSAC board members are paid no stipends.

-
- APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Julie DiMaggio Enea
(925) 335-1077

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND:

The terms of office of the CSAC Board of Directors seat and its Alternate will expire on November 26, 2018. The primary purpose of CSAC is to represent county government before the California Legislature, administrative agencies and the federal government. CSAC places a strong emphasis on educating the public about the value and need for county programs and services. CSAC's long-term objective is to significantly improve the fiscal health of all California counties so they can adequately meet the demand for vital public programs and services. All 58 California counties are dues-paying members of the association.

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the CSAC Executive Committee to a one-year terms of office commencing with the first day of the CSAC annual conference. This year, that will be on Tuesday, November 27, 2018. Any member of your Board of Supervisors is eligible for the directorship. Attached as Exhibit A is the 2018 list of CSAC Directors.

CSAC holds two annual meetings for its membership: the Spring Legislative Conference in Sacramento and the Annual Meeting in November. CSAC's Board of Directors holds its first meeting of each year at the association's annual conference. Thus, it is important that the Board of Supervisors send its newly appointed board representative to this first meeting. The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2019 Executive Committee and to conduct other business. Under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

FPPC Form 806

In April 2012, the Fair Political Practices Commission (FPPC) adopted Regulation § 18705.5, which permits a Supervisor to vote on his/her own appointment to a body or board paying a salary or stipend for service if all of the following conditions are met:

1. the appointment is to a committee, board, or commission of a public agency, a special district, a joint powers agency or authority, or a metropolitan planning organization; and
2. State law, a local ordinance, or a joint powers agreement requires the Board to appoint; and
3. the Board adopts and posts on its website, a list of each appointed position for which compensation is paid, the salary or stipend for the position, the name of the appointee, the name of the alternate, if any, and the term of the appointment.

Form 806 is used to report additional compensation that officials receive when appointing themselves to positions on committees, boards, or commissions of a public agency, special district, and joint powers agency or authority. Each agency must post on its website a single Form 806, listing all of the paid appointed positions. When there is a change in compensation or a new appointment, the Form 806 is updated to reflect the change. The form must be updated promptly as changes occur.

ATTACHMENTS

Resolution No. 2018/518

Attachment I to Resolution No. 2018/518_List by Committee Type

Attachment II to Resolution No. 2018/518_Alpha List

Exhibit A_2018 CSAC Board Roster

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 10/16/2018 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2018/518

IN THE MATTER OF ENSURING CONTINUED REPRESENTATION ON THE CALIFORNIA STATE ASSOCIATION OF
COUNTIES BOARD OF DIRECTORS AND UPDATING BOARD MEMBER ASSIGNMENTS TO 2018 BOARD
COMMITTEES, SPECIAL COUNTY COMMITTEES, AND REGIONAL ORGANIZATIONS

WHEREAS the primary purpose of the California State Association of Counties (CSAC) is to represent county government before the California Legislature, administrative agencies and the federal government; and

WHEREAS, CSAC places a strong emphasis on educating the public about the value and need for county programs and services; and

WHEREAS CSAC's long-term objective is to significantly improve the fiscal health of all California counties so they can adequately meet the demand for vital public programs and services; and

WHEREAS CSAC is governed by a 58-member Board of Directors, with one representative from each member county, designated as either urban, suburban or rural; and

WHEREAS, the terms of office of the Board of Supervisors' appointees to the CSAC Board of Directors will expire on November 26, 2018; and

WHEREAS, the recommended appointments will ensure continued representation of the Board of Supervisors on the myriad issues of significance to Contra Costa County; and

WHEREAS adoption of a new Master Resolution with a complete roster of all appointments is required by Board policy whenever terms expire or new appointments are made; and

WHEREAS, after any new appointments or reappointments are made, when there is a change in compensation for any appointment, or where there is a change in the number of meetings of the board or committee to which an appointment is made, the Fair Political Practices Commission requires the County to update and post on the County's website the County's Report of Public Official Appointments, Form 806;

NOW, THEREFORE, THE BOARD OF SUPERVISORS RESOLVES TO:

1. REAPPOINT Supervisor John Gioia as the Board of Supervisors representative and Supervisor Karen Mitchoff as the Board's alternate representative on the California State Association of Counties Board of Directors to new terms beginning on November 26, 2018 and ending on November 30, 2019.
2. AFFIRM the appointment of the Board members and other individuals to serve on Board committees, special county committees and regional boards / committees / commissions as specified in the Master List (see Attachment I) as Type I for Board Standing Committees, Type II for Other Internal Committees, Type III for Regional Bodies, Type IV for Special/Restricted seats, and Type V for Board Ad Hoc Committees.
3. INDICATE that this Resolution No. 2018/518 supersedes in its entirety Resolution No. 2018/270, which was adopted by the Board of Supervisors on June 5, 2018.
4. UPDATE the County's Report of Public Official Appointments, Form 806, to reflect the appointments on the adopted Master List for 2018 and post it on the County's website.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

**Contact: Julie DiMaggio Enea (925)
335-1077**

ATTESTED: October 16, 2018
, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENT I TO RESOLUTION NO. 2018/518
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted by Committee Type)

<u>Type*</u>	<u>Committee Name</u>	<u>2018 Appointee</u>	<u>Term Expiration</u>	<u>Stipend Information</u>
I	Airport Committee, Chair	Diane Burgis	12/31/2018	NO STIPEND
I	Airport Committee, Vice Chair	Karen Mitchoff	12/31/2018	NO STIPEND
I	Family & Human Services Committee, Chair	Candace Andersen	12/31/2018	NO STIPEND
I	Family & Human Services Committee, Vice Chair	John Gioia	12/31/2018	NO STIPEND
I	Finance Committee, Chair	Karen Mitchoff	12/31/2018	NO STIPEND
I	Finance Committee, Vice Chair	John Gioia	12/31/2018	NO STIPEND
I	Hiring Outreach & Oversight Committee, Chair	Candace Andersen	12/31/2018	NO STIPEND
I	Hiring Outreach & Oversight Committee, Vice-Chair	Federal D. Glover	12/31/2018	NO STIPEND
I	Internal Operations Committee, Chair	Diane Burgis	12/31/2018	NO STIPEND
I	Internal Operations Committee, Vice Chair	Candace Andersen	12/31/2018	NO STIPEND
I	Legislation Committee, Chair	Karen Mitchoff	12/31/2018	NO STIPEND
I	Legislation Committee, Vice Chair	Diane Burgis	12/31/2018	NO STIPEND
I	Public Protection, Chair	John Gioia	12/31/2018	NO STIPEND
I	Public Protection, Vice Chair	Federal D. Glover	12/31/2018	NO STIPEND
I	Transportation, Water & Infrastructure Committee, Chair	Karen Mitchoff	12/31/2018	NO STIPEND

ATTACHMENT I TO RESOLUTION NO. 2018/518
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted by Committee Type)

<u>Type*</u>	<u>Committee Name</u>	<u>2018 Appointee</u>	<u>Term Expiration</u>	<u>Stipend Information</u>
I	Transportation, Water & Infrastructure Committee, Vice Chair	Candace Andersen	12/31/2018	NO STIPEND
II	Bay Area Counties Caucus	Karen Mitchoff	12/31/2018	NO STIPEND
II	Bay Area Counties Caucus, Alternate	Candace Andersen	12/31/2018	NO STIPEND
II	Bay Area Regional Interoperable Communications System (BayRICS) Authority	Mike Casten	12/31/2018	NO STIPEND
II	BayRICS Authority, Alternate	Elise Warren	12/31/2018	NO STIPEND
II	California Identification System Remote Access Network Board (Cal-ID RAN Board)	Diane Burgis	12/31/2018	NO STIPEND
II	Central Contra Costa Solid Waste Authority	Candace Andersen	Unspecified	STIPEND of \$50/meeting; max of 2 paid/month
II	Central Contra Costa Solid Waste Authority	Karen Mitchoff	Unspecified	STIPEND of \$50/meeting; max of 2 paid/month
II	Contra Costa Family Justice Alliance	Diane Burgis	12/31/2018	NO STIPEND
II	Contra Costa Health Plan Joint Conference Committee	Diane Burgis	12/31/2018	NO STIPEND
II	Contra Costa Health Plan Joint Conference Committee	Federal D. Glover	12/31/2018	NO STIPEND
II	Dougherty Valley Oversight Committee	Diane Burgis	12/31/2018	NO STIPEND
II	Dougherty Valley Oversight Committee	Candace Andersen	12/31/2018	NO STIPEND
II	East Bay Regional Communication System (EBRCS) Authority Governing Board	Candace Andersen	12/31/2018	NO STIPEND
II	East Bay Regional Communication System (EBRCS) Authority Governing Board, Alternate	Karen Mitchoff	12/31/2018	NO STIPEND

ATTACHMENT I TO RESOLUTION NO. 2018/518
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted by Committee Type)

<u>Type*</u>	<u>Committee Name</u>	<u>2018 Appointee</u>	<u>Term Expiration</u>	<u>Stipend Information</u>
II	East Contra Costa County Habitat Conservancy, Governing Board	Diane Burgis	12/31/2018	NO STIPEND
II	East Contra Costa County Habitat Conservancy, Governing Board, Alternate	Federal D. Glover	12/31/2018	NO STIPEND
II	East Contra Costa Regional Fee & Finance Authority	Diane Burgis	12/31/2018	NO STIPEND
II	East Contra Costa Regional Fee & Finance Authority, Alternate	Federal D. Glover	12/31/2018	NO STIPEND
II	East County Water Management Association	Diane Burgis	12/31/2018	STIPEND of \$170/meeting; max 6 per month
II	East County Water Management Association, Alternate	Federal D. Glover	12/31/2018	STIPEND of \$170/meeting; max 6 per month
II	eBART (Bay Area Rapid Transit) Partnership Policy Advisory Committee	Federal D. Glover	12/31/2018	NO STIPEND
II	eBART (Bay Area Rapid Transit) Partnership Policy Advisory Committee	Diane Burgis	12/31/2018	NO STIPEND
II	First 5 Children and Families Commission Member	Diane Burgis	12/31/2018	NO STIPEND
II	First 5 Children and Families Commission Alternate Member	Candace Andersen	12/31/2018	NO STIPEND
II	Hazardous Waste Management Facility Allocation Committee	Candace Andersen	Unspecified	STIPEND of \$150 per meeting.
II	Hazardous Waste Management Facility Allocation Committee, Alternate	Karen Mitchoff	Unspecified	STIPEND of \$150 per meeting.
II	Medical Services Joint Conference Committee, Chair	Federal D. Glover	12/31/2018	NO STIPEND
II	Medical Services Joint Conference Committee, Vice Chair	John Gioia	12/31/2018	NO STIPEND
II	North Richmond Waste and Recovery Mitigation Fee Committee	John Gioia	12/31/2018	NO STIPEND

ATTACHMENT I TO RESOLUTION NO. 2018/518
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted by Committee Type)

<u>Type*</u>	<u>Committee Name</u>	<u>2018 Appointee</u>	<u>Term Expiration</u>	<u>Stipend Information</u>
II	North Richmond Waste and Recovery Mitigation Fee Committee, Alternate	Robert Rogers	12/31/2018	NO STIPEND
II	Open Space/Parks & East Bay Regional Parks District Liaison Committee, Chair	Diane Burgis	12/31/2018	NO STIPEND
II	Open Space/Parks & East Bay Regional Parks District Liaison Committee, Vice Chair	Federal D. Glover	12/31/2018	NO STIPEND
II	Pleasant Hill BART/Contra Costa Centre Joint Powers Authority Board of Trustees	Karen Mitchoff	Unspecified	NO STIPEND
II	Pleasant Hill BART/Contra Costa Centre Joint Powers Authority Board of Trustees	Candace Andersen	Unspecified	NO STIPEND
II	State Route 4 Bypass Authority	Diane Burgis	12/31/2018	NO STIPEND
II	State Route 4 Bypass Authority, Alternate	Federal D. Glover	12/31/2018	NO STIPEND
II	SWAT (Southwest Area Transportation Committee)	Candace Andersen	12/31/2018	NO STIPEND
II	SWAT, Alternate	Karen Mitchoff	12/31/2018	NO STIPEND
II	TRAFFIX (Measure J Traffic Congestion Relief Agency)	Candace Andersen	12/31/2018	NO STIPEND
II	TRAFFIX (Measure J Traffic Congestion Relief Agency), Alternate	Karen Mitchoff	12/31/2018	NO STIPEND
II	TRANSPAC (Central County Transportation Partnership and Cooperation)	Karen Mitchoff	12/31/2018	NO STIPEND
II	TRANSPAC, Alternate	Candace Andersen	12/31/2018	NO STIPEND
II	TRANSPLAN (East County Transportation Planning)	Diane Burgis	12/31/2018	NO STIPEND
II	TRANSPLAN, Alternate	Federal D. Glover	12/31/2018	NO STIPEND

ATTACHMENT I TO RESOLUTION NO. 2018/518
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted by Committee Type)

<u>Type*</u>	<u>Committee Name</u>	<u>2018 Appointee</u>	<u>Term Expiration</u>	<u>Stipend Information</u>
II	Tri-Valley Transportation Council	Candace Andersen	12/31/2018	NO STIPEND
II	Urban Counties of California	Federal D. Glover	12/31/2019	NO STIPEND
II	Urban Counties of California, Alternate	Karen Mitchoff	12/31/2019	NO STIPEND
II	WCCTAC (West County Transportation Advisory Committee)	John Gioia	12/31/2018	NO STIPEND
II	WCCTAC, Alternate	Federal D. Glover	12/31/2018	NO STIPEND
II	West Contra Costa Integrated Waste Management Authority	John Gioia	Unspecified	STIPEND of \$50 per meeting.
II	West Contra Costa Integrated Waste Management Authority, Alternate	Federal D. Glover	Unspecified	STIPEND of \$50 per meeting.
III	Bay Area Air Quality Management District Board of Directors	Karen Mitchoff	1/20/2020	Per diem of \$100/meeting + travel exp; max \$6,000
III	Bay Area Air Quality Management District Board of Directors	John Gioia	6/17/2021	Per diem of \$100/meeting + travel exp; max \$6,000
III	Central Contra Costa Transit Authority (CCCTA) Board of Directors	Candace Andersen	5/1/2019	STIPEND of \$100 per meeting; up to \$200 month
III	Central Contra Costa Transit Authority (CCCTA) Board of Directors, Alternate	Karen Mitchoff	5/1/2019	STIPEND of \$100 per meeting; up to \$200 month
III	Contra Costa Transportation Authority Board of Commissioners (Seat 1)	Federal D. Glover	1/31/2019	STIPEND of \$100 per meeting; up to \$4,00 month
III	Contra Costa Transportation Authority Board of Commissioners (Seat 2)	Karen Mitchoff	12/31/2018	STIPEND of \$100 per meeting; up to \$4,00 month
III	Contra Costa Transportation Authority Board of Commissioners, Alternate (Seat 1)	Candace Andersen	1/31/2019	STIPEND of \$100 per meeting; up to \$4,00 month
III	Contra Costa Transportation Authority Board of Commissioners, Alternate (Seat 2)	John Gioia	12/31/2018	STIPEND of \$100 per meeting; up to \$4,00 month

ATTACHMENT I TO RESOLUTION NO. 2018/518
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted by Committee Type)

<u>Type*</u>	<u>Committee Name</u>	<u>2018 Appointee</u>	<u>Term Expiration</u>	<u>Stipend Information</u>
III	Contra Costa Transportation Authority Board of Commissioners, Second Alternate (Seat 1)	John Gioia	1/31/2019	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Third Alternate (Seat 1)	Diane Burgis	1/31/2019	STIPEND of \$100 per meeting; up to \$400 month
III	Local Agency Formation Commission	Candace Andersen	5/2/2022	STIPEND of \$150 per meeting.
III	Local Agency Formation Commission	Federal D. Glover	5/2/2022	STIPEND of \$150 per meeting.
III	Local Agency Formation Commission, Alternate	Diane Burgis	5/4/2020	STIPEND of \$150 per meeting.
III	Marin Energy Authority (MCE) Board of Directors	Federal D. Glover	12/31/2020	NO STIPEND
III	Marin Energy Authority (MCE) Board of Directors, Alternate	John Gioia	12/31/2020	NO STIPEND
III	Metropolitan Transportation Commission	Federal D. Glover	2/1/2019	STIPEND of \$100/meeting; up to \$500/month per agency.
III	Tri Delta Transit Authority, Board of Directors (Seat 1)	Federal D. Glover	12/31/2018	STIPEND of \$100/month
III	Tri Delta Transit Authority, Board of Directors (Seat 2)	Diane Burgis	12/31/2019	STIPEND of \$100/month
IV	ABAG Executive Board (Seat 1)	Karen Mitchoff	6/30/2020	STIPEND of \$150 per meeting.
IV	ABAG Executive Board (Seat 2)	Candace Andersen	6/30/2020	STIPEND of \$150 per meeting.
IV	ABAG Executive Board, Alternate 1	John Gioia	6/30/2020	STIPEND of \$150 per meeting.
IV	ABAG Executive Board, Alternate 2	Diane Burgis	6/30/2020	STIPEND of \$150 per meeting.
IV	ABAG Finance Authority for Nonprofit Corporations Board of Directors and its Executive Committee	Karen Mitchoff	12/31/2018	NO STIPEND

ATTACHMENT I TO RESOLUTION NO. 2018/518
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted by Committee Type)

<u>Type*</u>	<u>Committee Name</u>	<u>2018 Appointee</u>	<u>Term Expiration</u>	<u>Stipend Information</u>
IV	ABAG Finance Authority for Nonprofit Corporations Board of Directors and its Executive Committee, First Alternate	Russell Watts	12/31/2018	NO STIPEND
IV	ABAG Finance Authority for Nonprofit Corporations Board of Directors and its Executive Committee, Second Alternate	Belinda Zhu	12/31/2018	NO STIPEND
IV	ABAG General Assembly	Karen Mitchoff	12/31/2018	NO STIPEND
IV	ABAG General Assembly, Alternate	Diane Burgis	12/31/2018	NO STIPEND
IV	ABAG Regional Planning Committee	Karen Mitchoff	Unspecified	STIPEND of \$150 per meeting.
IV	Bay Conservation & Development Commission	John Gioia	Unspecified	STIPEND of \$100 per meeting; max of 4 meetings.
IV	Bay Conservation & Development Commission, Alternate	Federal D. Glover	Unspecified	STIPEND of \$100 per meeting; max of 4 meetings.
IV	CCCERA (Contra Costa County Employees Retirement Association) Board of Trustees	Candace Andersen	6/30/2020	STIPEND of \$100 per meeting.
IV	Contra Costa Countywide Redevelopment Successor Agency Oversight Board	Federal D. Glover	Unspecified	NO STIPEND
IV	CSAC (California State Association of Counties) Board of Directors	John Gioia	11/30/2019	NO STIPEND
IV	CSAC Board of Directors, Alternate	Karen Mitchoff	11/30/2019	NO STIPEND
IV	Delta Diablo Sanitation District Governing Board	Federal D. Glover	12/31/2018	STIPEND of \$170 per meeting; max of 6 meetings.
IV	Delta Diablo Sanitation District Governing Board, Alternate	Karen Mitchoff	12/31/2018	STIPEND of \$170 per meeting; max of 6 meetings.
IV	Delta Protection Commission	Diane Burgis	12/31/2018	NO STIPEND
IV	Delta Protection Commission, Alternate	Karen Mitchoff	12/31/2018	NO STIPEND

ATTACHMENT I TO RESOLUTION NO. 2018/518
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted by Committee Type)

<u>Type*</u>	<u>Committee Name</u>	<u>2018 Appointee</u>	<u>Term Expiration</u>	<u>Stipend Information</u>
IV	Law Library Board of Trustees	Nolan Armstrong	12/31/2018	NO STIPEND
IV	Mental Health Commission	Diane Burgis	12/31/2018	NO STIPEND
IV	Mental Health Commission, Alternate	Candace Andersen	12/31/2018	NO STIPEND
IV	Sacramento-San Joaquin Delta Conservancy Board	Karen Mitchoff	Unspecified	NO STIPEND
IV	Sacramento-San Joaquin Delta Conservancy Board, Alternate	Ryan Hernandez	Unspecified	NO STIPEND
V	Industrial Safety Ordinance/Community Warning System Ad Hoc Committee	John Gioia	Unspecified	NO STIPEND
V	Industrial Safety Ordinance/Community Warning System Ad Hoc Committee	Federal D. Glover	Unspecified	NO STIPEND
V	Northern Waterfront Economic Development Ad Hoc Committee	Federal D. Glover	Unspecified	NO STIPEND
V	Northern Waterfront Economic Development Ad Hoc Committee	Diane Burgis	Unspecified	NO STIPEND
V	Sustainability Ad Hoc Committee, Chair	John Gioia	Unspecified	NO STIPEND
V	Sustainability Ad Hoc Committee, Vice Chair	Federal D. Glover	Unspecified	NO STIPEND

ATTACHMENT II TO RESOLUTION NO. 2018/518
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted Alphabetically by Committee)

<u>Type*</u>	<u>Committee Name</u>	<u>2018 Appointee</u>	<u>Term Expiration</u>	<u>Stipend Information</u>
IV	ABAG Executive Board (Seat 1)	Karen Mitchoff	6/30/2020	STIPEND of \$150 per meeting.
IV	ABAG Executive Board (Seat 2)	Candace Andersen	6/30/2020	STIPEND of \$150 per meeting.
IV	ABAG Executive Board, Alternate 1	John Gioia	6/30/2020	STIPEND of \$150 per meeting.
IV	ABAG Executive Board, Alternate 2	Diane Burgis	6/30/2020	STIPEND of \$150 per meeting.
IV	ABAG Finance Authority for Nonprofit Corporations Board of Directors and its Executive Committee	Karen Mitchoff	12/31/2018	NO STIPEND
IV	ABAG Finance Authority for Nonprofit Corporations Board of Directors and its Executive Committee, First Alternate	Russell Watts	12/31/2018	NO STIPEND
IV	ABAG Finance Authority for Nonprofit Corporations Board of Directors and its Executive Committee, Second Alternate	Belinda Zhu	12/31/2018	NO STIPEND
IV	ABAG General Assembly	Karen Mitchoff	12/31/2018	NO STIPEND
IV	ABAG General Assembly, Alternate	Diane Burgis	12/31/2018	NO STIPEND
IV	ABAG Regional Planning Committee	Karen Mitchoff	Unspecified	STIPEND of \$150 per meeting.
I	Airport Committee, Chair	Diane Burgis	12/31/2018	NO STIPEND
I	Airport Committee, Vice Chair	Karen Mitchoff	12/31/2018	NO STIPEND
III	Bay Area Air Quality Management District Board of Directors	Karen Mitchoff	1/20/2020	Per diem of \$100/meeting + travel exp; max \$6,000
III	Bay Area Air Quality Management District Board of Directors	John Gioia	6/17/2021	Per diem of \$100/meeting + travel exp; max \$6,000

ATTACHMENT II TO RESOLUTION NO. 2018/518
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted Alphabetically by Committee)

<u>Type*</u>	<u>Committee Name</u>	<u>2018 Appointee</u>	<u>Term Expiration</u>	<u>Stipend Information</u>
II	Bay Area Counties Caucus	Karen Mitchoff	12/31/2018	NO STIPEND
II	Bay Area Counties Caucus, Alternate	Candace Andersen	12/31/2018	NO STIPEND
II	Bay Area Regional Interoperable Communications System (BayRICS) Authority	Mike Casten	12/31/2018	NO STIPEND
IV	Bay Conservation & Development Commission	John Gioia	Unspecified	STIPEND of \$100 per meeting; max of 4 meetings.
IV	Bay Conservation & Development Commission, Alternate	Federal D. Glover	Unspecified	STIPEND of \$100 per meeting; max of 4 meetings.
II	BayRICS Authority, Alternate	Elise Warren	12/31/2018	NO STIPEND
II	California Identification System Remote Access Network Board (Cal-ID RAN Board)	Diane Burgis	12/31/2018	NO STIPEND
IV	CCCERA (Contra Costa County Employees Retirement Association) Board of Trustees	Candace Andersen	6/30/2020	STIPEND of \$100 per meeting.
II	Central Contra Costa Solid Waste Authority	Candace Andersen	Unspecified	STIPEND of \$50/meeting; max of 2 paid/month
II	Central Contra Costa Solid Waste Authority	Karen Mitchoff	Unspecified	STIPEND of \$50/meeting; max of 2 paid/month
III	Central Contra Costa Transit Authority (CCCTA) Board of Directors	Candace Andersen	5/1/2019	STIPEND of \$100 per meeting; up to \$200 month
III	Central Contra Costa Transit Authority (CCCTA) Board of Directors, Alternate	Karen Mitchoff	5/1/2019	STIPEND of \$100 per meeting; up to \$200 month
IV	Contra Costa Countywide Redevelopment Successor Agency Oversight Board	Federal D. Glover	Unspecified	NO STIPEND
II	Contra Costa Family Justice Alliance	Diane Burgis	12/31/2018	NO STIPEND

ATTACHMENT II TO RESOLUTION NO. 2018/518
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted Alphabetically by Committee)

<u>Type*</u>	<u>Committee Name</u>	<u>2018 Appointee</u>	<u>Term Expiration</u>	<u>Stipend Information</u>
II	Contra Costa Health Plan Joint Conference Committee	Diane Burgis	12/31/2018	NO STIPEND
II	Contra Costa Health Plan Joint Conference Committee	Federal D. Glover	12/31/2018	NO STIPEND
III	Contra Costa Transportation Authority Board of Commissioners (Seat 1)	Federal D. Glover	1/31/2019	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners (Seat 2)	Karen Mitchoff	12/31/2018	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Alternate (Seat 1)	Candace Andersen	1/31/2019	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Alternate (Seat 2)	John Gioia	12/31/2018	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Second Alternate (Seat 1)	John Gioia	1/31/2019	STIPEND of \$100 per meeting; up to \$400 month
III	Contra Costa Transportation Authority Board of Commissioners, Third Alternate (Seat 1)	Diane Burgis	1/31/2019	STIPEND of \$100 per meeting; up to \$400 month
IV	CSAC (California State Association of Counties) Board of Directors	John Gioia	11/30/2019	NO STIPEND
IV	CSAC Board of Directors, Alternate	Karen Mitchoff	11/30/2019	NO STIPEND
IV	Delta Diablo Sanitation District Governing Board	Federal D. Glover	12/31/2018	STIPEND of \$170 per meeting; max of 6 meetings.
IV	Delta Diablo Sanitation District Governing Board, Alternate	Karen Mitchoff	12/31/2018	STIPEND of \$170 per meeting; max of 6 meetings.
IV	Delta Protection Commission	Diane Burgis	12/31/2018	NO STIPEND
IV	Delta Protection Commission, Alternate	Karen Mitchoff	12/31/2018	NO STIPEND

ATTACHMENT II TO RESOLUTION NO. 2018/518
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted Alphabetically by Committee)

<u>Type*</u>	<u>Committee Name</u>	<u>2018 Appointee</u>	<u>Term Expiration</u>	<u>Stipend Information</u>
II	Dougherty Valley Oversight Committee	Diane Burgis	12/31/2018	NO STIPEND
II	Dougherty Valley Oversight Committee	Candace Andersen	12/31/2018	NO STIPEND
II	East Bay Regional Communication System (EBRCS) Authority Governing Board	Candace Andersen	12/31/2018	NO STIPEND
II	East Bay Regional Communication System (EBRCS) Authority Governing Board, Alternate	Karen Mitchoff	12/31/2018	NO STIPEND
II	East Contra Costa County Habitat Conservancy, Governing Board	Diane Burgis	12/31/2018	NO STIPEND
II	East Contra Costa County Habitat Conservancy, Governing Board, Alternate	Federal D. Glover	12/31/2018	NO STIPEND
II	East Contra Costa Regional Fee & Finance Authority	Diane Burgis	12/31/2018	NO STIPEND
II	East Contra Costa Regional Fee & Finance Authority, Alternate	Federal D. Glover	12/31/2018	NO STIPEND
II	East County Water Management Association	Diane Burgis	12/31/2018	STIPEND of \$170/meeting; max 6 per month
II	East County Water Management Association, Alternate	Federal D. Glover	12/31/2018	STIPEND of \$170/meeting; max 6 per month
II	eBART (Bay Area Rapid Transit) Partnership Policy Advisory Committee	Federal D. Glover	12/31/2018	NO STIPEND
II	eBART (Bay Area Rapid Transit) Partnership Policy Advisory Committee	Diane Burgis	12/31/2018	NO STIPEND
I	Family & Human Services Committee, Chair	Candace Andersen	12/31/2018	NO STIPEND
I	Family & Human Services Committee, Vice Chair	John Gioia	12/31/2018	NO STIPEND

ATTACHMENT II TO RESOLUTION NO. 2018/518
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted Alphabetically by Committee)

<u>Type*</u>	<u>Committee Name</u>	<u>2018 Appointee</u>	<u>Term Expiration</u>	<u>Stipend Information</u>
I	Finance Committee, Chair	Karen Mitchoff	12/31/2018	NO STIPEND
I	Finance Committee, Vice Chair	John Gioia	12/31/2018	NO STIPEND
II	First 5 Children and Families Commission Alternate Member	Candace Andersen	12/31/2018	NO STIPEND
II	First 5 Children and Families Commission Member	Diane Burgis	12/31/2018	NO STIPEND
II	Hazardous Waste Management Facility Allocation Committee	Candace Andersen	Unspecified	STIPEND of \$150 per meeting.
II	Hazardous Waste Management Facility Allocation Committee, Alternate	Karen Mitchoff	Unspecified	STIPEND of \$150 per meeting.
I	Hiring Outreach & Oversight Committee, Chair	Candace Andersen	12/31/2018	NO STIPEND
I	Hiring Outreach & Oversight Committee, Vice-Chair	Federal D. Glover	12/31/2018	NO STIPEND
I	Internal Operations Committee, Chair	Diane Burgis	12/31/2018	NO STIPEND
I	Internal Operations Committee, Vice Chair	Candace Andersen	12/31/2018	NO STIPEND
IV	Law Library Board of Trustees	Nolan Armstrong	12/31/2018	NO STIPEND
I	Legislation Committee, Chair	Karen Mitchoff	12/31/2018	NO STIPEND
I	Legislation Committee, Vice Chair	Diane Burgis	12/31/2018	NO STIPEND
III	Local Agency Formation Commission	Candace Andersen	5/2/2022	STIPEND of \$150 per meeting.

ATTACHMENT II TO RESOLUTION NO. 2018/518
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted Alphabetically by Committee)

<u>Type*</u>	<u>Committee Name</u>	<u>2018 Appointee</u>	<u>Term Expiration</u>	<u>Stipend Information</u>
III	Local Agency Formation Commission	Federal D. Glover	5/2/2022	STIPEND of \$150 per meeting.
III	Local Agency Formation Commission, Alternate	Diane Burgis	5/4/2020	STIPEND of \$150 per meeting.
III	Marin Energy Authority (MCE) Board of Directors	Federal D. Glover	12/31/2020	NO STIPEND
III	Marin Energy Authority (MCE) Board of Directors, Alternate	John Gioia	12/31/2020	NO STIPEND
II	Medical Services Joint Conference Committee, Chair	Federal D. Glover	12/31/2018	NO STIPEND
II	Medical Services Joint Conference Committee, Vice Chair	John Gioia	12/31/2018	NO STIPEND
IV	Mental Health Commission	Diane Burgis	12/31/2018	NO STIPEND
IV	Mental Health Commission, Alternate	Candace Andersen	12/31/2018	NO STIPEND
III	Metropolitan Transportation Commission	Federal D. Glover	2/1/2019	STIPEND of \$100/meeting; up to \$500/month per agency.
II	North Richmond Waste and Recovery Mitigation Fee Committee	John Gioia	12/31/2018	NO STIPEND
II	North Richmond Waste and Recovery Mitigation Fee Committee, Alternate	Robert Rogers	12/31/2018	NO STIPEND
II	Open Space/Parks & East Bay Regional Parks District Liaison Committee, Chair	Diane Burgis	12/31/2018	NO STIPEND
II	Open Space/Parks & East Bay Regional Parks District Liaison Committee, Vice Chair	Federal D. Glover	12/31/2018	NO STIPEND
II	Pleasant Hill BART/Contra Costa Centre Joint Powers Authority Board of Trustees	Karen Mitchoff	Unspecified	NO STIPEND

ATTACHMENT II TO RESOLUTION NO. 2018/518
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted Alphabetically by Committee)

<u>Type*</u>	<u>Committee Name</u>	<u>2018 Appointee</u>	<u>Term Expiration</u>	<u>Stipend Information</u>
II	Pleasant Hill BART/Contra Costa Centre Joint Powers Authority Board of Trustees	Candace Andersen	Unspecified	NO STIPEND
I	Public Protection, Chair	John Gioia	12/31/2018	NO STIPEND
I	Public Protection, Vice Chair	Federal D. Glover	12/31/2018	NO STIPEND
IV	Sacramento-San Joaquin Delta Conservancy Board	Karen Mitchoff	Unspecified	NO STIPEND
IV	Sacramento-San Joaquin Delta Conservancy Board, Alternate	Ryan Hernandez	Unspecified	NO STIPEND
II	State Route 4 Bypass Authority	Diane Burgis	12/31/2018	NO STIPEND
II	State Route 4 Bypass Authority, Alternate	Federal D. Glover	12/31/2018	NO STIPEND
II	SWAT (Southwest Area Transportation Committee)	Candace Andersen	12/31/2018	NO STIPEND
II	SWAT, Alternate	Karen Mitchoff	12/31/2018	NO STIPEND
II	TRAFFIX (Measure J Traffic Congestion Relief Agency)	Candace Andersen	12/31/2018	NO STIPEND
II	TRAFFIX (Measure J Traffic Congestion Relief Agency), Alternate	Karen Mitchoff	12/31/2018	NO STIPEND
II	TRANSPAC (Central County Transportation Partnership and Cooperation)	Karen Mitchoff	12/31/2018	NO STIPEND
II	TRANSPAC, Alternate	Candace Andersen	12/31/2018	NO STIPEND
II	TRANSPLAN (East County Transportation Planning)	Diane Burgis	12/31/2018	NO STIPEND

ATTACHMENT II TO RESOLUTION NO. 2018/518
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted Alphabetically by Committee)

<u>Type*</u>	<u>Committee Name</u>	<u>2018 Appointee</u>	<u>Term Expiration</u>	<u>Stipend Information</u>
II	TRANSPLAN, Alternate	Federal D. Glover	12/31/2018	NO STIPEND
I	Transportation, Water & Infrastructure Committee, Chair	Karen Mitchoff	12/31/2018	NO STIPEND
I	Transportation, Water & Infrastructure Committee, Vice Chair	Candace Andersen	12/31/2018	NO STIPEND
III	Tri Delta Transit Authority, Board of Directors (Seat 1)	Federal D. Glover	12/31/2018	STIPEND of \$100/month
III	Tri Delta Transit Authority, Board of Directors (Seat 2)	Diane Burgis	12/31/2019	STIPEND of \$100/month
II	Tri-Valley Transportation Council	Candace Andersen	12/31/2018	NO STIPEND
II	Urban Counties of California	Federal D. Glover	12/31/2019	NO STIPEND
II	Urban Counties of California, Alternate	Karen Mitchoff	12/31/2019	NO STIPEND
II	WCCTAC (West County Transportation Advisory Committee)	John Gioia	12/31/2018	NO STIPEND
II	WCCTAC, Alternate	Federal D. Glover	12/31/2018	NO STIPEND
II	West Contra Costa Integrated Waste Management Authority	John Gioia	Unspecified	STIPEND of \$50 per meeting.
II	West Contra Costa Integrated Waste Management Authority, Alternate	Federal D. Glover	Unspecified	STIPEND of \$50 per meeting.
V	Industrial Safety Ordinance/Community Warning System Ad Hoc Committee	John Gioia	Unspecified	NO STIPEND
V	Industrial Safety Ordinance/Community Warning System Ad Hoc Committee	Federal D. Glover	Unspecified	NO STIPEND

**ATTACHMENT II TO RESOLUTION NO. 2018/518
CONTRA COSTA COUNTY BOARD OF SUPERVISORS COMMITTEE ASSIGNMENTS
(Sorted Alphabetically by Committee)**

<u>Type*</u>	<u>Committee Name</u>	<u>2018 Appointee</u>	<u>Term Expiration</u>	<u>Stipend Information</u>
V	Northern Waterfront Economic Development Ad Hoc Committee	Federal D. Glover	Unspecified	NO STIPEND
V	Northern Waterfront Economic Development Ad Hoc Committee	Diane Burgis	Unspecified	NO STIPEND
V	Sustainability Ad Hoc Committee, Chair	John Gioia	Unspecified	NO STIPEND
V	Sustainability Ad Hoc Committee, Vice Chair	Federal D. Glover	Unspecified	NO STIPEND

THE FOLLOWING ASSIGNMENTS ARE INACTIVE

III	Regional Airport Planning Committee			
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CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors

2018

SECTION	President:	Leticia Perez, Kern
U=Urban	First Vice President:	Virginia Bass, Humboldt
S=Suburban	Second Vice President:	Lisa Bartlett, Orange
R=Rural	Immediate Past President:	Keith Carson, Alameda

SECTION	COUNTY	DIRECTOR
U	Alameda County	Scott Haggerty
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Bill Connelly
R	Calaveras County	Michael Oliveira
R	Colusa County	Denise Carter
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	Sue Novasel
U	Fresno County	Buddy Mendes
R	Glenn County	John Viegas
R	Humboldt County	Estelle Fennell
S	Imperial County	Raymond Castillo
R	Inyo County	Jeff Griffiths
S	Kern County	Zack Scrivner
R	Kings County	Craig Pedersen
R	Lake County	Jim Steele
R	Lassen County	Chris Gallagher
U	Los Angeles County	Mark Ridley-Thomas
R	Madera County	Tom Wheeler
S	Marin County	Damon Connolly
R	Mariposa County	Marshall Long
R	Mendocino County	Carre Brown
S	Merced County	Lee Lor
R	Modoc County	Patricia Cullins
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Diane Dillon
R	Nevada County	Ed Scofield
U	Orange County	Lisa Bartlett
S	Placer County	Jim Holmes
R	Plumas County	Lori Simpson
U	Riverside County	Chuck Washington
U	Sacramento County	Susan Peters
R	San Benito County	Jaime De La Cruz
U	San Bernardino County	James Ramos
U	San Diego County	Greg Cox

U	San Francisco City & County	Malia Cohen
U	San Joaquin County	Bob Elliott
S	San Luis Obispo County	Lynn Compton
U	San Mateo County	Carole Groom
S	Santa Barbara County	Das Williams
U	Santa Clara County	Ken Yeager
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Leonard Moty
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	James Gore
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Robert Williams
R	Trinity County	Judy Morris
S	Tulare County	Steve Worthley
R	Tuolumne County	Sherri Brennan
U	Ventura County	Kelly Long
S	Yolo County	Jim Provenza
R	Yuba County	Doug Lofton



Contra
Costa
County

To: Board of Supervisors
From: INTERNAL OPERATIONS COMMITTEE
Date: October 16, 2018

Subject: RECOMMENDATIONS FOR APPOINTMENT TO THE FISH AND WILDLIFE COMMITTEE

RECOMMENDATION(S):

REAPPOINT Rhonda Gehlke to the At Large #1 seat and Kathleen Jennings to the At Large #2 seat to new terms ending on December 31, 2022, and APPOINT Nicole Kozicki to the At Large Alternate seat to complete the unexpired term ending on December 31, 2020, on the Fish and Wildlife Committee.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Internal Operations Committee interviewed Rhonda Gehlke, Kathleen Jennings, Nicole Kozicki, Bert Mulchaey, and Joshua Porter for the At Large seats on the Fish and Wildlife Committee. Walter Pease withdrew his candidacy and was not in attendance. Jill Wiseman and Madelaine Burgess were unable to attend but were considered on the basis of their applications.

At the conclusion of the interviews, the Committee decided to recommend to the Board of Supervisors the reappointment of Roni Gehlke and Kathleen Jennings to the At Large 1 and 2 seats, respectively, to new terms ending on December 31, 2022, and the appointment of Nicole Kozicki to the At Large Alternate seat to complete the unexpired term ending on December 31, 2020.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Julie DiMaggio Enea
(925) 335-1077

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Copies of the candidate applications and other information considered by the IOC are attached.

ATTACHMENTS

Fish and Wildlife Committee Interview Materials



CONTRA COSTA COUNTY
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Telephone: 674-7203 Fax: 674-7250

TO: Internal Operations Committee
Supervisor Diane Burgis, Chair
Supervisor Candace Andersen, Vice Chair

FROM: Maureen Parkes, Planning Technician III
Staff to the Fish and Wildlife Committee *Maureen Parkes*

DATE: October 2, 2018

SUBJECT: Applications for Appointments to the Fish and Wildlife Committee
At-large Seat #1 and #2 and At-large Alternate 1 Seat

Fish and Wildlife Committee “FWC” Membership Structure & Appointment Process

There are 10 members on the FWC: one from each Supervisor’s District, four At-large members, and one At-large Alternate 1. A current roster indicating the Supervisorial District or At-large seat that the member represents, their appointment and term expiration dates, as well as their city of residence or employment is attached. In 2015, all seat terms were extended from two to four years with a phased in approach as each of the current terms expire. The terms expire on a rotational basis, so as to have internal continuity on the FWC. The five district seats are nominated by the corresponding Supervisor. When one of these membership positions is available, the public may submit an application directly to the Supervisor’s office. For the four At-large and one At-large Alternate 1 positions, the FWC publicizes the vacancies to recruit candidates. The Internal Operations Committee considers applications from all interested individuals, conducts interviews and recommends appointments to the Board.

Public Notice of Vacancies and Application Availability

An application for membership for the two At-large positions and one unscheduled At-large Alternate 1 position on the FWC was distributed to the Fish and Wildlife Committee and the Contra Costa Watershed Forum distribution lists as well as posted to the FWC website on July 17, 2018. A press release was sent to local newspapers and a flier was sent to County libraries. It was also publicized on the County website and added to CCTV’s County Net which appeared on Comcast Channel 27, Astound Channel 32, and AT&T U-verse Channel 99.

The terms for the two At-large positions will be four years starting December 31, 2018 and ending December 31, 2022. The At-large Alternate 1 position is an unscheduled vacancy with a term from December 31, 2016 – December 31, 2020. The applicant chosen to fill this vacancy would serve for the remainder of the current term.

Application Review

The deadline to receive applications was October 1, 2018. Eight (8) applications were received for the At-large seat vacancies. Those include applications from Madelaine Burgess, Nicole Kozicki, Bert Mulchaey, Walter Pease, Joshua Porter and Jill Wiseman. Two incumbents, Rhonda Gehlke (At-large Seat #1) and Kathleen Jennings (At-large Seat #2), applied as well. During the current term, which began December 31, 2016, the At-large Seat #1 incumbent attended 10 of 12 meetings and the At-large Seat #2 incumbent attended 9 of 12 meetings. All eight (8) applications are included as attachments to this memo in alphabetical order. All applicants have been invited to interview with the Internal Operations Committee on October 8, 2018.

Attachments:

- FWC Roster
- Applications:
 - Madelaine Burgess
 - Rhonda Gehlke
 - Kathleen Jennings
 - Nicole Kozicki
 - Bert Mulchaey
 - Walter Pease
 - Joshua Porter
 - Jill Wiseman

FISH AND WILDLIFE COMMITTEE ROSTER

	<u><i>Appointment Date</i></u>	<u><i>Term Expires</i></u>
<i>Judy Bendix (District I) Richmond</i>	<i>December 20, 2016</i>	<i>February 28, 2020</i>
<i>Susan Heckly (District II) Pleasant Hill</i>	<i>February 13, 2018</i>	<i>February 28, 2022</i>
<i>Clark Dawson (District III) Antioch</i>	<i>March 31, 2015</i>	<i>February 28, 2018</i>
<i>Brett Morris (District IV) Walnut Creek</i>	<i>March 3, 2015</i>	<i>February 28, 2019</i>
<i>Daniel Pellegrini (District V) Martinez</i>	<i>March 3, 2015</i>	<i>February 28, 2019</i>
<i>Roni Gehlke (At-Large 1) Oakley</i>	<i>January 5, 2016</i>	<i>December 31, 2018</i>
<i>Kathleen Jennings (At-Large 2) Concord</i>	<i>January 5, 2016</i>	<i>December 31, 2018</i>
<i>Jeff Skinner (At-Large 3) Martinez</i>	<i>January 1, 2017</i>	<i>December 31, 2020</i>
<i>Heather Rosmarin (At-Large 4) Pleasant Hill</i>	<i>January 1, 2017</i>	<i>December 31, 2020</i>
<i>Vacant (At-Large Alternate 1)</i>	<i>January 1, 2017</i>	<i>December 31, 2021</i>



Contra
Costa
County



For Reviewers Use Only:
Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:

Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292
PLEASE TYPE OR PRINT IN INK
(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

Fish & Wildlife

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. Name: Burgess Madelaine (Maddie) Louise
(Last Name) (First Name) (Middle Name)

2. Address: [Redacted] Concord CA 94521
(No.) (Street) (Apt.) (City) (State) (Zip Code)

3. Phones: [Redacted]
(Home No.) (Work No.) (Cell No.)

4. Email Address: [Redacted]

5. EDUCATION: Check appropriate box if you possess one of the following:

High School Diploma G.E.D. Certificate California High School Proficiency Certificate

Give Highest Grade or Educational Level Achieved 16 - BA Degree

Names of colleges / universities attended	Course of Study / Major	Degree Awarded Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) Sacramento State University	Government	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			BA	
B) Diablo Valley College	Business, Multimedia, & Computer Courses	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>				
C)		Yes No <input type="checkbox"/> <input type="checkbox"/>				
D) Other schools / training completed:	Course Studied	Hours Completed	Certificate Awarded: Yes No <input type="checkbox"/> <input type="checkbox"/>			

Also see resume
CURRENTLY RETIRED

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month. Day. Year) From <u>2004</u> To <u>2015</u> Total: Yrs. <u>10</u> Mos. <u>7</u> Hrs. per week <u>40</u>. Volunteer <input type="checkbox"/></p>	<p>Title <u>Technical Communications Specialist</u> Employer's Name and Address <u>Kyocera Document Solutions 1855 Gateway Blvd Ste 800 Concord CA 94520</u></p>	<p>Duties Performed <u>Wrote and edited administrator and end-user guides, white papers, service bulletins, and online help systems for Kyocera printers and software utilities.</u></p>
<p>B) Dates (Month. Day. Year) From <u>2001</u> To <u>2004</u> Total: Yrs. <u>3</u> Mos. <u></u> Hrs. per week <u>40</u>. Volunteer <input type="checkbox"/></p>	<p>Title <u>Marketing Technical Communications Customer Service</u> Employer's Name and Address <u>ECbridges, Inc. 3470 Buskirk Ave Pleasant Hill CA 94523</u></p>	<p>Duties Performed <u>Wrote, edited, and managed technical publications and proposals. Produced presentations in MS PowerPoint. Produced company's first full-color illustrated email customer newsletter. Assisted customers with product inquiries.</u></p>
<p>C) Dates (Month. Day. Year) From <u>1989</u> To <u>2001</u> Total: Yrs. <u>11</u> Mos. <u>5</u> Hrs. per week <u>40</u>. Volunteer <input type="checkbox"/></p>	<p>Title <u>Programmer/Analyst</u> Employer's Name and Address <u>Longs Drug Stores, Inc. 141 N Civic Ave Walnut Creek, CA 94596</u></p>	<p>Duties Performed <u>Technical lead for support of online retail systems for 521 drug stores in the Western U.S. Supported senior and middle managers in developing MIS project management methodologies.</u></p>
<p>D) Dates (Month. Day. Year) From <u></u> To <u></u> Total: Yrs. <u></u> Mos. <u></u> Hrs. per week <u></u>. Volunteer <input type="checkbox"/></p>	<p>Title <u></u> Employer's Name and Address <u></u></p>	<p>Duties Performed <u></u></p>

7. How did you learn about this vacancy?

CCC Homepage Walk-In Newspaper Advertisement District Supervisor Other Clayton Library

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No Yes

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations? No Yes

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name: Madeline J. Burgess Date: 9-25-18

Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at: **651 Pine Street, Room 106, Martinez, CA 94553.**
3. A résumé or other relevant information may be submitted with this application.
4. All members are required to take the following training: 1) The Brown Act. 2) The Better Government Ordinance. and 3) Ethics Training.
5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
6. Advisory body meetings may be held in various locations and some locations may not be accessible by public transportation.
7. Meeting dates and times are subject to change and may occur up to two days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.

MADELAINE L. BURGESS

████████████████████
CONCORD, CALIFORNIA 94521
████████████████████

Writing, Editing, Proofreading, Graphic Arts, Photography, Desktop Publishing, Web Content, Marketing, Technical Support, Customer Service, Help Desk, Computer Programming, Systems Analysis, Database Support, Quality Assurance (QA), Project Coordination

Skills Summary

MS Word, MS PowerPoint, MS Visio, MS FrontPage, MS Access, MS Project, MS Excel, MS Outlook, Snagit and other screen capture and editing tools, DocZone content management system, Macromedia Dreamweaver, Macromedia Flash, Macromedia (eHelp), digital photography, Adobe Photoshop, Adobe Illustrator, Adobe InDesign, Adobe FrameMaker, Adobe Acrobat (PDF), RoboHelp, PDF generation, Nero, Roxio and Sonic CD/DVD publishing software, MS NetMeeting, HTML, DHTML, JavaScript, QuarkXPress, Lotus Notes, GoldMine CRM database, TextBridge, FineReader and other OCR applications, Technical Training, Technical Reviews, Presentations, Help Desk, IBM mainframes, Desktops, Laptops, Cell Phone Apps, Windows 10, Windows 7, Windows XP, 95/98, DB2, SQL, COBOL, UNIX, Android

Education

- Diablo Valley College, Pleasant Hill, CA Multimedia, Business and Computer Classes
- Sacramento State University, Sacramento, CA BA Degree

Professional Experience

Kyocera Document Solutions Development America, Inc. 2004 - 2015

1855 Gateway Ave, Ste 800

Concord, CA 94520

(925) 849-3333

Technical Communications Specialist

- Wrote and edited administrator and end-user guides, white papers, service bulletins and online help systems for Kyocera printers and utilities for international distribution using Microsoft software and hardware products and DocZone content management system.

- Organized and participated in charitable and community outreach projects.

ECbridges, Inc. (Start-Up; failed in 2004) 2001 - 2004

3470 Buskirk Ave.

Pleasant Hill, CA 94523

(925) 771-5500

Technical Communications / Marketing / Customer Service / Help Desk / QA

- Wrote, edited and managed technical publications and proposals.

- Saved operating company approximately \$24,000 by converting distribution of 1200-page reference document from print to online and CD. Created interactive HTML interface for CD content.

- Supported engineers in software testing and quality assurance (QA).
- Developed and edited statistical reports in Excel, including charts, formulas and imported objects.
- Managed MS Access database on department intranet for travel itineraries.
- Produced full-color multimedia presentations using MS PowerPoint.
- Provided original digital photography for corporate intranet.
- Coordinated projects and managed relationships with customers, outside vendors, and staff.
- Provided desktop application support to customers.
- Assisted customers with product inquiries.
- Arranged, facilitated and recorded meetings live, or via teleconference, video conference or NetMeeting.
- Created, edited and managed print and online publications for software.
- Interviewed engineers, management and partners for software specifications and technical materials.
- Provided written content and original digital photography for corporate Web site. Created Web pages with Macromedia Dreamweaver and HTML.
- Produced company's first full-color illustrated e-mail customer newsletter.
- Provided promotional copy for magazines and other publications. Wrote and edited press releases.
- Assisted Sales department with written proposals and preparation for trade shows.
- Conducted product and marketing research. Evaluated and purchased software, equipment and supplies.

Longs Drug Stores Corporate Headquarters (Sold to CVS Drug Stores in 2008) 1989 - 2001

141N Civic Ave
Walnut Creek, CA 94596
(925) 210-6660

Programming / Analysis / Electronic Communications / Technical Support

- Technical lead for analysis, design, programming, testing, implementation and support of online retail systems for 521 drug stores throughout the Western U.S. Created online forms and notification system for process that was previously paper-based. Trained personnel in software operation in group and one-on-one sessions.
- Wrote and edited quick reference cards and other help materials.
- Supported senior and middle managers in developing MIS project management methodologies. Key member of roll-out presentation team. Produced detailed project management methodology manual.
- Member of systems conversion team for inventory and warehouse management system. Developed standards and documented application issues and change requirements.



Contra
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County



For Reviewers Use Only:
Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:

Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292

PLEASE TYPE OR PRINT IN INK
(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

Fish and Wildlife Committee

Committee member

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. **Name:** Gehlke Rhonda (Roni) Lynn
(Last Name) (First Name) (Middle Name)

2. **Address:** [Redacted]
(No.) (Street) (Apt.) (City) (State) (Zip Code)

3. **Phones:** [Redacted]
(Home No.) (Work No.) (Cell No.)

4. **Email Address:** [Redacted]

5. **EDUCATION:** Check appropriate box if you possess one of the following:

High School Diploma G.E.D. Certificate California High School Proficiency Certificate

Give Highest Grade or Educational Level Achieved B/A Degree California State University, East Bay (Hayward)

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) California State University, East Bay (Hayward)	Corporate Public Relations	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	160		B/A	1988
B)		Yes No <input type="checkbox"/> <input type="checkbox"/>				
C)		Yes No <input type="checkbox"/> <input type="checkbox"/>				
D) Other schools / training completed: Various locations including Cal State System, UC Davis and online	Course Studied Environmental Science	Hours Completed approx. 40 hours	Certificate Awarded: Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>			

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year) <u>From</u> <u>To</u> <input type="text" value="1990"/> <input type="text" value="present"/> <u>Total: Yrs.</u> <u>Mos.</u> <input type="text" value="29"/> <input type="text"/> Hrs. per week <input type="text" value="40-60"/> . Volunteer <input type="checkbox"/></p>	<p><u>Title</u> Environmental Outreach Coordinator <u>Employer's Name and Address</u> R&G Promotions and Outreach PO Box 798 Oakley, CA 94561</p>	<p><u>Duties Performed</u> CEO and Owner of an Environmental Outreach company. Have served for many different organizations that work in the environmental field. Below I will list each organization that applies to this seat.</p>
<p>B) Dates (Month, Day, Year) <u>From</u> <u>To</u> <input type="text" value="2001"/> <input type="text" value="present"/> <u>Total: Yrs.</u> <u>Mos.</u> <input type="text" value="17"/> <input type="text" value="3 months"/> Hrs. per week <input type="text" value="25-35"/> . Volunteer <input type="checkbox"/></p>	<p><u>Title</u> Public Outreach and Education Consulta <u>Employer's Name and Address</u> Ironhouse Sanitary District 450 Walnut Meadows Drive Oakley, CA 94561</p>	<p><u>Duties Performed</u> I work with management staff, the collections department and the Water Recycling Facility developing and implimenting pubic outreach and education materials and programs as well as run the District Recycled Water Fill station, produce the District's website and external communications.</p>
<p>C) Dates (Month, Day, Year) <u>From</u> <u>To</u> <input type="text" value="2015"/> <input type="text" value="present"/> <u>Total: Yrs.</u> <u>Mos.</u> <input type="text" value="2"/> <input type="text" value="10"/> Hrs. per week <input type="text" value="2-3"/> . Volunteer <input checked="" type="checkbox"/></p>	<p><u>Title</u> Communications Committee member <u>Employer's Name and Address</u> California Water Environment Association (CWEA) 7677 Oakport St #600 Oakland, CA 9462</p>	<p><u>Duties Performed</u> The CWEA is the state licensing agency for the wastewater industry. The organization works to educate on environmental issues and concerns. My volunteer efforts include commicating with members about programs and functions of the association for both the Bay Area region and the state region through social media, as well as working on the agencies awards program.</p>
<p>D) Dates (Month, Day, Year) <u>From</u> <u>To</u> <input type="text" value="2011"/> <input type="text" value="2018"/> <u>Total: Yrs.</u> <u>Mos.</u> <input type="text" value="5"/> <input type="text" value="10"/> Hrs. per week <input type="text" value="20"/> . Volunteer <input type="checkbox"/></p>	<p><u>Title</u> Executive Director <u>Employer's Name and Address</u> Delta Science Center PO Box 798 Oakley, CA 94561</p>	<p><u>Duties Performed</u> Advocacy and education organization for the Delta. The goal of the DSC was to open a science center in East County along the Delta. With the help of the EBRPD the Big Break Regional Shoreline Park was opened in 2011. The DSC also ran separte educational and grant programs. As excutive director I was responsible for running all programs. When grant obligations were complete the DSC disbanded.</p>

7. How did you learn about this vacancy?

CCC Homepage Walk-In Newspaper Advertisement District Supervisor Other

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No Yes

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations? No Yes

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name:  Date: 9/19/18

Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at: **651 Pine Street, Room 106, Martinez, CA 94553.**
3. A résumé or other relevant information may be submitted with this application.
4. All members are required to take the following training: 1) The Brown Act, 2) The Better Government Ordinance, and 3) Ethics Training.
5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
6. Advisory body meetings may be held in various locations and some locations may not be accessible by public transportation.
7. Meeting dates and times are subject to change and may occur up to two days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA and for
Special Districts, Agencies and Authorities Governed by the Board Adopted Resolution
no. 2011/55 on 2/08/2011 as follows:**

IN THE MATTER OF ADOPTING A POLICY MAKING FAMILY MEMBERS OF THE BOARD OF SUPERVISORS INELIGIBLE FOR APPOINTMENT TO BOARDS, COMMITTEES OR COMMISSIONS FOR WHICH THE BOARD OF SUPERVISORS IS THE APPOINTING AUTHORITY

WHEREAS the Board of Supervisors wishes to avoid the reality or appearance of improper influence or favoritism;
NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted:

- I. SCOPE: This policy applies to appointments to any seats on boards, committees or commissions for which the Contra Costa County Board of Supervisors is the appointing authority.
- II. POLICY: A person will not be eligible for appointment if he/she is related to a Board of Supervisors' Member in any of the following relationships:
1. Mother, father, son, and daughter;
 2. Brother, sister, grandmother, grandfather, grandson, and granddaughter;
 3. Great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, and great-granddaughter;
 4. First cousin;
 5. Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
 6. Sister-in-law (brother's spouse or spouse's sister), brother-in-law (sister's spouse or spouse's brother), spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouse's grandson;
 7. Registered domestic partner, pursuant to California Family Code section 297.
 8. The relatives, as defined in 5 and 6 above, for a registered domestic partner.
 9. Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.



Contra
Costa
County

For Office Use Only

Date Received:

For Reviewers Use Only:

Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:

Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292

PLEASE TYPE OR PRINT IN INK

(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

Contra Costa County Fish & Wildlife Committee

Member At-Large

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. **Name:** Jennings, Kathleen Ward
(Last Name) (First Name) (Middle Name)

2. **Address:** [Redacted] Concord CA 94518
(No.) (Street) (Apt.) (City) (State) (Zip Code)

3. **Phones:** [Redacted]
(Home No.) (Work No.) (Cell No.)

4. **Email Address:** [Redacted]

5. **EDUCATION:** Check appropriate box if you possess one of the following:

High School Diploma G.E.D. Certificate California High School Proficiency Certificate

Give Highest Grade or Educational Level Achieved Ph.D. Wildland Resource Science-Wildlife Ecology/Management

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) University of California, Berkeley	Wildland Resource Science/Wildlife Ecology	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	23		Ph.D.	12/2001
B) University of San Francisco	Environmental Management	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	26		M.S.	12/1987
C) University of San Francisco	Biology & Theology	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	170		B.S.	05/1986
D) Other schools / training completed:	Course Studied	Hours Completed	Certificate Awarded:			
California Department of Fish and Wildlife	Wildlife Handling and Animal Restraint	16	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year) From <u> </u> To <u> </u> 01/2001 Present Total: Yrs. <u> </u> Mos. <u> </u> 17 10 Hrs. per week <u>40+</u> . Volunteer <input type="checkbox"/></p>	<p>Title Senior Environmental Scientist Employer's Name and Address California Department of Fish & Wildlife Office of Spill Prevention & Response 2825 Cordelia Road, Suite 200 Fairfield, CA 94534</p>	<p>Duties Performed Working for wildlife trustee agency, conduct: petroleum/hazardous materials response; collection and rehabilitation of injured/oiled wildlife; wildlife/habitat injury assessment; ID resources at risk using NOAA environmental sensitivity index, CA Natural Diversity Database; statewide area contingency/geographic response plan coordination; grant funding.</p>
<p>B) Dates (Month, Day, Year) From <u> </u> To <u> </u> 08/1994 05/2016 Total: Yrs. <u> </u> Mos. <u> </u> 17 <u> </u> Hrs. per week <u> </u> . Volunteer <input type="checkbox"/></p>	<p>Title Instructor/Adjunct Professor Employer's Name and Address University of San Francisco Department of Environmental Science 2130 Fulton Street San Francisco, CA 94117</p>	<p>Duties Performed Full time teaching in undergrad/grad programs from 1994-1999. Courses included Environmental Science, Resource Assessment & Management, Pollutant Fate & Transport, Master's Thesis. Part time teaching in grad program from 2004-2015. Master's Project Course scientific paper/presentation.</p>
<p>C) Dates (Month, Day, Year) From <u> </u> To <u> </u> 08/1999 Present Total: Yrs. <u> </u> Mos. <u> </u> 19 2 Hrs. per week <u> </u> . Volunteer <input type="checkbox"/></p>	<p>Title At-Large Committee Member Employer's Name and Address Contra Costa Fish & Wildlife Committee 651 Pine Street, Room 106 Martinez, CA 94553</p>	<p>Duties Performed Attending monthly CCCFWC meetings, filling role of co-chair, secretary..., assisting with grant proposal review and funding recommendations, planning Fall Forum including identifying guest speakers, assisting with work plan updates, taking Brown Act and other required training, and reviewing committee publications including Wildlife in My Backyard.</p>
<p>D) Dates (Month, Day, Year) From <u> </u> To <u> </u> 01/2000 08/2005 Total: Yrs. <u> </u> Mos. <u> </u> 5 7 Hrs. per week <u> </u> . Volunteer <input type="checkbox"/></p>	<p>Title Wildlife Volunteer Employer's Name and Address Lindsay Wildlife Hospital 1931 First Avenue Walnut Creek, CA 94597</p>	<p>Duties Performed Worked as wildlife volunteer for five years; cleaning and laundry, managing baby bird room, preparing food and feeding assorted wildlife, intake of injured/orphaned wildlife, assisting with restraint and treatment of injured/orphaned wildlife.</p>

7. How did you learn about this vacancy?

CCC Homepage Walk-In Newspaper Advertisement District Supervisor Other

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If Yes, please identify the nature of the relationship:

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Sign Name: Kathleen Jervis Date: 09/27/18

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2. Brother, sister, grandmother, grandfather, grandson, and granddaughter;
3. Great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, and great-granddaughter;
4. First cousin;
5. Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
6. Sister-in-law (brother's spouse or spouse's sister), brother-in-law (sister's spouse or spouse's brother), spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouse's grandson;
7. Registered domestic partner, pursuant to California Family Code section 297.
8. The relatives, as defined in 5 and 6 above, for a registered domestic partner.
9. Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

Curriculum Vitae

KATHLEEN W. JENNINGS, Ph.D.



OBJECTIVE

Professional Scientist with more than 30 years of experience, seeking responsible position in natural resource protection and impacts assessment.

REGULATORY EXPERIENCE

Senior Environmental Scientist. California Department of Fish and Wildlife, Office of Spill Prevention and Response (OSPR). January 2001 – Present

Petroleum and hazardous materials spill responder. Supervisor and member of OSPR Field Response Team for Northern California. Conduct natural resource injury assessments resulting from release of petroleum and other hazardous materials to aquatic and terrestrial environments. Participate in area contingency planning process including development and testing of sensitive site protection strategies. Oversee restoration efforts as part of mitigation process. Assist with development of Statewide Area Contingency Plans (ACPs) and Geographic Response Plans (GRPs). Assist Drill and Exercises Coordinators with technical aspects of drill design.

Trained in Incident Command System (ICS), wetland delineation and assessment, shoreline protection strategies, geographic information systems (GIS). Trainer in Environmental Unit, Resources at Risk, Shoreline Protection, Shoreline Cleanup and Assessment Technique (SCAT), Potential Places of Refuge, and Bioremediation.

ACADEMIC EXPERIENCE

Instructor. Department of Environmental Science, University of San Francisco, San Francisco, California. August 1993 – August 1999, August 2004 – May 2015 (Adjunct Professor)

Courses taught: undergraduate Environmental Science I (ENVS 210) and graduate Pollutant Fate and Transport (ENVS 654), Resource Assessment and Management (ENVS 636), Thesis Seminar Series - Thesis Research (ENVS 688), Thesis Design (ENVS 689), Thesis Writing (ENVS 690), Thesis Completion (ENVS 699), Master's Project (ENVS 698). Thesis Advisor to approximately fifty graduate students during initial six year period. Administrative role as Assistant Director for Master of Science in Environmental Management (MSEM) Program, involved with student orientation and registration, conducting MSEM information meetings and other administrative responsibilities.

Graduate Student Researcher. Department of Environmental Science, Policy and Management, Division of Ecosystem Sciences, University of California, Berkeley, California. August 1994 – December 2001.

Student researcher for El Cerrito/Kensington Urban Deer Project funded by California Department of Fish & Game, Boone & Crockett Club, Mule Deer Foundation. Project involved survey research with mailed questionnaires for 1995 and 1998. Survey addresses incorporated into geographic information system (GIS) for analysis of spatial distribution of responses in study area. Home range analysis involved deer capture, radio-collaring and tracking using radio telemetry techniques in urban setting. Deer locations incorporated into GIS for home range analysis using USGS ArcView extension MOVEMENT. Population estimation performed using volunteer data and NOREMARK software for mark-recapture estimation.

Head Teaching Assistant/Laboratory Instructor. Department of Biology, University of San Francisco, San Francisco, California. Fall 1985 and Fall 1987.

Supervised laboratory instructors and assistants. Prepared General Biology lecture and demonstration materials, weekly quizzes, laboratory practical examinations. Responsible for coordinating laboratory sections and grading.

ENVIRONMENTAL CONSULTING EXPERIENCE

Environmental Scientist. Tetra Tech Inc., Lafayette, California. May 1991 - August 1993.

Performed human health and ecological risk assessments for hazardous waste sites in California, Idaho, and Alaska. Assessments involved contaminant data evaluation, receptor identification, development of conceptual site models describing exposure pathways such as feeding interactions within communities, exposure assessment including quantification of chemical exposure levels, toxicity assessment, quantification of health risks, and report preparation.

Relevant Projects:

Authored Toxicity Characterization section of Draft Ecological Assessment Work Plan for Superfund Ecological Risk Assessment for Naval Air Weapons Station (NAWS) Point Mugu, California. Responsibilities included: development of conceptual site models illustrating human and ecological receptor exposure pathways, assessment of chemicals of ecological concern using concentrations for different environmental media and ecological toxicity data, assistance with selection of receptors of ecological concern including sensitive (threatened, endangered) and keystone species.

Authored Ecological Risk Assessment chapter of Superfund Remedial Investigation/Feasibility Study (RI/FS) for Murtaugh Landfill Site, Murtaugh, Idaho. Project involved contaminant data analysis, development of conceptual site model, assessment of potential wildlife exposure pathways and levels using primary literature on feeding and behavioral ecology of identified species including burrowing owls and pheasants, toxicity assessment for identified or surrogate species, assessment of ecological risk from landfilled pesticide wastes.

Authored Ecological Risk Assessment chapter of Superfund Remedial Investigation/Feasibility Study (RI/FS) for Poppy Lane Site, Kenai, Alaska. Project involved contaminant data analysis, development of conceptual site models, assessment of potential wildlife exposures, toxicity assessment for identified or surrogate species, and assessment of risks to wildlife communities from petroleum wastes. Risks were assessed for anadromous salmon spawning in nearby streams, plants and small mammals living onsite in contaminated areas.

Staff Scientist. Aqua Terra Technologies, Walnut Creek, California. July 1989 - May 1991.

Performed human health risk assessments for hazardous waste sites in California including AB2588 (Air Toxics "Hot Spots") projects involving analysis of risks from industrial air emissions. Some ecological risk assessment project work.

Relevant Project:

Authored Draft Sampling and Analysis Plan for Hunter's Point Naval Shipyard Ecological Risk Assessment. Involved with establishing sampling and analysis protocols for: storm water runoff using USEPA standard methods for marine and estuarine aquatic toxicity testing, sediments using U.S. Army Corps of Engineers toxicity testing procedures, and element bioaccumulation in mussels using California State Mussel Watch Program methods.

Staff Scientist. Institute of Chemical Biology, University of San Francisco, San Francisco, California. 1984-1989

Performed all aspects of aquatic and terrestrial resource analysis for environmental impact assessments in Geysers region of Northern California.

Relevant Projects:

Involved in all aspects of long-term water quality monitoring programs in Geysers. Program tasks included field and laboratory water quality analysis, stream sediment analysis, benthic macroinvertebrate analysis, fish population estimation, and report preparation.

Additional project work involved measurement of contaminant loading in tissues of Geysers wildlife and assessment of potential impacts to wildlife health. Wildlife species identified for study were black-tailed deer, black-tailed jackrabbits and western fence lizards representing different trophic levels.

EDUCATION

Ph.D. 2001. Wildland Resource Science, University of California, Berkeley, California. Areas of Specialization: Wildlife Ecology, Wildlife Management. Major Professor: Dr. Dale R. McCullough. Dissertation Title: Ecology of and Public Response to Urban Black-tailed Deer in El Cerrito and Kensington.

M.S. 1987. Environmental Management, University of San Francisco, San Francisco, California. Thesis Title: Element Bioaccumulation and Biomagnification in Western Fence Lizards in the Geysers Geothermal Steam Fields.

B.S. 1986. Biology and Theology, University of San Francisco, San Francisco, California. Graduate of St. Ignatius Institute Liberal Arts Program.

TRAINING

40-Hour HAZWOPER Certification. Currently qualified to wear respiratory protective equipment, including full-face air purifying respirator and self-contained breathing apparatus.

Wildlife Rehabilitation Volunteer. 2000-2005. Lindsay Wildlife Museum, Walnut Creek, California. Program Certified by California Department of Fish and Game.

Wildlife Handling and Restraint Certification. May 1995. Wildlife Investigations Laboratory. California Department of Fish and Game.

COMPUTER EXPERIENCE

Database/Word Processing/Statistical/Presentation Software:

Microsoft Access Microsoft Excel
Microsoft PowerPoint Microsoft Word

Geographic Information System (GIS) Software:

ARC/INFO (UNIX/Windows) ArcView and ArcMap(Windows)

PROFESSIONAL AFFILIATIONS

Contra Costa County Fish and Wildlife Committee – Appointed Member – Since 1999
Peyton Slough Wetlands Advisory Committee – 2001 to Present

PRESENTATIONS

El Cerrito/Kensington Urban Deer Study. Presentation at the 1996 Annual Western Section Wildlife Society Conference, February 1, 1996. Reno, Nevada.

Urban Deer: Ecology and Management. Presentation at the International Wildlife Rehabilitation Council Conference, October 2, 1997. Concord, California.

Urban Deer: Ecology and Management. Presentation at the Mule Deer Foundation National Conference, January 9, 1998. Sacramento, California.

Urban Deer: Ecology and Management. Presentation for the Natural Sciences Guild, Oakland Museum, February 17, 2000. Oakland, California.

PUBLICATIONS

- Addassi, Y.A., K.W. Jennings, M. Ziccardi, J. Yamamoto and S. Hampton. 2005. Long-term Wildlife Operations: Adaptations to Traditional Incident Command (or ICS) Structure. A Case Study of the SS Jacob Luckenbach. International Oil Spill Conference (IOSC) Proceedings.
- Brown, R.J., W.P. Jordan, G.L. Stevens, K.D. Ward and R.L. Banks. 1987. Element content in seven tissues from black-tailed deer and black-tailed jackrabbits collected from the Geysers geothermal steam fields and Hopland Field Station, California. In: S.J. Sharpe, ed. *Studies of Geysers Wildlife: Element Loads and Parasites*.
- Jennings, K. 1996. El Cerrito/Kensington Urban Deer Study. *Mule Deer*. Fall 1996.
- Jennings, K. 1990. *Draft Sampling and Analysis Plan for Ecological Risk Assessment at Hunter's Point Naval Shipyard, San Francisco, California*. Aqua Terra Technologies, Incorporated.
- Jennings, K. 1992. Ecological Risk Assessment. In: *Remedial Investigation/Feasibility Study Report for Murtaugh Landfill Site, Murtaugh, Idaho*. Tetra Tech, Incorporated.
- Jennings, K. 1992. Ecological Risk Assessment. In: *Remedial Investigation/Feasibility Study Report for Poppy Lane Site, Kenai, Alaska*. Tetra Tech, Incorporated.
- Jennings, K. 1993. Toxicity Characterization. In: *Draft Ecological Assessment Work Plan for Naval Air Weapons Station (NAWS) Point Mugu, California*. Tetra Tech, Incorporated.
- Jordan, W.P., R.J. Brown, G.L. Stevens and K.D. Ward. 1987. *Squaw Creek Aquatic Monitoring Program (SCAMP) Annual Report 1985-1986*. Published by the Institute of Chemical Biology (USF) for GEOOC, Santa Rosa, and CCPA, Sacramento.
- Jordan, W.P., R.J. Brown and K. W. Jennings. 1988. *Squaw Creek Aquatic Monitoring Program (SCAMP) Annual Report 1986-1987 and Three-year Summary*. Published by the Institute of Chemical Biology (USF) for GEOOC, Santa Rosa, and CCPA, Sacramento.
- Jordan, W.P., R.J. Brown and K. W. Jennings. 1989. *Squaw Creek Aquatic Monitoring Program Annual Report 1987-1988 (SCAMP IV)*. Published by the Institute of Chemical Biology (USF) for GEOOC, Santa Rosa, and CCPA, Sacramento.
- McCullough, D.R., K.W. Jennings, N.B. Gates, B.G. Elliott, and J.E. DiDonato. 1997. Overabundant deer populations in California. *Wildlife Society Bulletin* 25(2): 478-483.
- Ward, K.D., G.L. Stevens, R.J. Brown and W.P. Jordan. 1987. Element bioaccumulation and biomagnification in western fence lizards in the Geysers geothermal steam fields. In: S.J. Sharpe, ed. *Studies of Geysers Wildlife: Element Loads and Parasites*.
- Ward Jennings, K. 1987. *Element Bioaccumulation and Biomagnification in Western Fence Lizards in the Geysers Geothermal Steam Fields*. Master's Thesis. University of San Francisco. San Francisco, California.

REFERENCES AVAILABLE UPON REQUEST



Contra
Costa
County

For Office Use Only
Date Received:

For Reviewers Use Only:
Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:
Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292
PLEASE TYPE OR PRINT IN INK
(Each Position Requires a Separate Application)



BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

Contra Costa Fish and Wildlife Committee

At-large member

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. **Name:** Kozicki Nicole Anne
(Last Name) (First Name) (Middle Name)

2. **Address:** [REDACTED] Moraga CA 94556
(No.) (Street) (Apt.) (City) (State) (Zip Code)

3. **Phones:** [REDACTED]
(Home No.) (Work No.) (Cell No.)

4. **Email Address:** [REDACTED]

5. **EDUCATION:** Check appropriate box if you possess one of the following:

High School Diploma G.E.D. Certificate California High School Proficiency Certificate

Give Highest Grade or Educational Level Achieved BS Degree, Cal State East Bay

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) Cal State East Bay (Hayward)	Criminal Justice	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			BS	1994
B)		Yes No <input type="checkbox"/> <input type="checkbox"/>				
C)		Yes No <input type="checkbox"/> <input type="checkbox"/>				
D) Other schools / training completed: Advanced POST Certificate Peace Officers Standard <input checked="" type="checkbox"/>	Course Studied Academy	Hours Completed 960	Certificate Awarded: Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year) <u>From</u> <u>To</u> 01/06/89 09/02/18 Total: <u>Yrs.</u> <u>Mos.</u> 29 8 Hrs. per week <u>40</u> . Volunteer <input type="checkbox"/></p>	<p>Title Fish and Game Warden Employer's Name and Address State of CA, Dept of Fish and Wildlife 20 Lower Ragsdale Dr. #100 Monterey, CA 93940</p>	<p>Duties Performed Patrol, investigations, public speaking, training</p>
<p>B) Dates (Month, Day, Year) <u>From</u> <u>To</u> 2013 present Total: <u>Yrs.</u> <u>Mos.</u> 5 Hrs. per week <u>2</u> . Volunteer <input checked="" type="checkbox"/></p>	<p>Title HOA President Employer's Name and Address Miramonte Garden Home Owners Association 1 Miramonte Dr. Moraga, CA 94556</p>	<p>Duties Performed Manage two employees, run executive committee meetings and general board meetings. Organize social events and yearly crab feed.</p>
<p>C) Dates (Month, Day, Year) <u>From</u> <u>To</u> Total: <u>Yrs.</u> <u>Mos.</u> Hrs. per week _____ . Volunteer <input type="checkbox"/></p>	<p>Title Employer's Name and Address</p>	<p>Duties Performed</p>
<p>D) Dates (Month, Day, Year) <u>From</u> <u>To</u> Total: <u>Yrs.</u> <u>Mos.</u> Hrs. per week _____ . Volunteer <input type="checkbox"/></p>	<p>Title Employer's Name and Address</p>	<p>Duties Performed</p>

7. How did you learn about this vacancy?

CCC Homepage Walk-In Newspaper Advertisement District Supervisor Other email

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No Yes

If Yes, please identify the nature of the relationship: n/a

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations? No Yes

If Yes, please identify the nature of the relationship: n/a

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name:  Date: 09/07/18

Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at: **651 Pine Street, Room 106, Martinez, CA 94553.**
3. A résumé or other relevant information may be submitted with this application.
4. All members are required to take the following training: 1) The Brown Act, 2) The Better Government Ordinance, and 3) Ethics Training.
5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
6. Advisory body meetings may be held in various locations and some locations may not be accessible by public transportation.
7. Meeting dates and times are subject to change and may occur up to two days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA and for
Special Districts, Agencies and Authorities Governed by the Board Adopted Resolution
no. 2011/55 on 2/08/2011 as follows:**

IN THE MATTER OF ADOPTING A POLICY MAKING FAMILY MEMBERS OF THE BOARD OF SUPERVISORS INELIGIBLE FOR APPOINTMENT TO BOARDS, COMMITTEES OR COMMISSIONS FOR WHICH THE BOARD OF SUPERVISORS IS THE APPOINTING AUTHORITY

WHEREAS the Board of Supervisors wishes to avoid the reality or appearance of improper influence or favoritism;

NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted:

I. SCOPE: This policy applies to appointments to any seats on boards, committees or commissions for which the Contra Costa County Board of Supervisors is the appointing authority.

II. POLICY: A person will not be eligible for appointment if he/she is related to a Board of Supervisors' Member in any of the following relationships:

1. Mother, father, son, and daughter;
2. Brother, sister, grandmother, grandfather, grandson, and granddaughter;
3. Great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, and great-granddaughter;
4. First cousin;
5. Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
6. Sister-in-law (brother's spouse or spouse's sister), brother-in-law (sister's spouse or spouse's brother), spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouse's grandson;
7. Registered domestic partner, pursuant to California Family Code section 297.
8. The relatives, as defined in 5 and 6 above, for a registered domestic partner.
9. Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.



Contra
Costa
County

For Office Use Only
Date Received:

For Reviewers Use Only:
Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:
Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292
PLEASE TYPE OR PRINT IN INK
(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

Contra Costa Fish and Wildlife Committee At-Large Member
PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION PRINT EXACT SEAT NAME (if applicable)

1. **Name:** Mulchaey Bert Walter
(Last Name) (First Name) (Middle Name)

2. **Address:** [Redacted] Pinole Ca. 94564
(No.) (Street) (Apt.) (City) (State) (Zip Code)

3. **Phones:** [Redacted]
(Home No.) (Work No.) (Cell No.)

4. **Email Address:** [Redacted]

5. **EDUCATION:** Check appropriate box if you possess one of the following:

High School Diploma G.E.D. Certificate California High School Proficiency Certificate

Give Highest Grade or Educational Level Achieved: Masters

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) UC Berkeley	Zoology	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	120		BA	5/1991
B) Humboldt State University	Fisheries Management	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	60		MS	12/1994
C)		Yes No <input type="checkbox"/> <input type="checkbox"/>				
D) Other schools / training completed:	Course Studied	Hours Completed	Certificate Awarded: Yes No <input type="checkbox"/> <input type="checkbox"/>			

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year) From <u> </u> To <u> </u> 1/19/2014 present Total: Yrs. <u> </u> Mos. <u> </u> Hrs. per week <u> </u> . Volunteer <input type="checkbox"/></p>	<p>Title Supervising Fisheries/Wildlife Biologist Employer's Name and Address East Bay Municipal Utility District 375 11th Street Oakland Ca, 94607</p>	<p>Duties Performed I provide expertise in the biology and management of threatened, endangered and sensitive species on the watershed. I oversee the design and implementation of biological studies of sensitive fish, wildlife and plant resources in the East Bay. I assess projects for impacts and develop and evaluate fish or wildlife habitat restoration and management plans.</p>
<p>B) Dates (Month, Day, Year) From <u> </u> To <u> </u> 10//1/2008 1/18/2014 Total: Yrs. <u> </u> Mos. <u> </u> Hrs. per week <u> </u> . Volunteer <input checked="" type="checkbox"/></p>	<p>Title Fisheries and Wildlife Biologist II Employer's Name and Address East Bay Municipal Utility District 375 11th Street Oakland Ca, 94607</p>	<p>Duties Performed I provided expertise in the biology and management of threatened, endangered and sensitive species on the watershed. I designed and implemented biological studies of sensitive fish, wildlife and plant resources in the East Bay,, assessed projects for species and habitat impacts and designed and implemented restoration projects.</p>
<p>C) Dates (Month, Day, Year) From <u> </u> To <u> </u> 10/12/2006 10/1/2008 Total: Yrs. <u> </u> Mos. <u> </u> Hrs. per week <u> </u> . Volunteer <input type="checkbox"/></p>	<p>Title Fisheries and Wildlife Biologist I Employer's Name and Address East Bay Municipal Utility District 375 11th Street Oakland Ca, 94607</p>	<p>Duties Performed I implemented biological studies of sensitive fish, wildlife and plant resources in the East Bay and on the Mokelumne River watershed. I assessed proposed projects for impacts on these species. In addition, I analyzed data, wrote technical reports and presented findings at public forums and professional meetings and conferences.</p>
<p>D) Dates (Month, Day, Year) From <u> </u> To <u> </u> Total: Yrs. <u> </u> Mos. <u> </u> Hrs. per week <u> </u> . Volunteer <input type="checkbox"/></p>	<p>Title Employer's Name and Address</p>	<p>Duties Performed</p>

7. How did you learn about this vacancy?

CCC Homepage Walk-In Newspaper Advertisement District Supervisor Other

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No Yes

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

No Yes

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name: Bob Mckley

Date: 8/16/18

Important Information

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8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.

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Special Districts, Agencies and Authorities Governed by the Board Adopted Resolution
no. 2011/55 on 2/08/2011 as follows:**

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 1. Mother, father, son, and daughter;
 2. Brother, sister, grandmother, grandfather, grandson, and granddaughter;
 3. Great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, and great-granddaughter;
 4. First cousin;
 5. Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
 6. Sister-in-law (brother's spouse or spouse's sister), brother-in-law (sister's spouse or spouse's brother), spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouse's grandson;
 7. Registered domestic partner, pursuant to California Family Code section 297.
 8. The relatives, as defined in 5 and 6 above, for a registered domestic partner.
 9. Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

BERT MULCHAAY

Orinda Ca. 94563

EDUCATION

M.S. Degree, Fisheries, Humboldt State University, Arcata, California, December 1994.

B.A. Degree, Zoology, University of California, Berkeley, May 1991.

WORK EXPERIENCE

Supervising Fisheries and Wildlife Biologist East Bay Municipal Utility District, Ca. January 2014 to present.

As a supervising biologist, I provide expertise in the biology and management of threatened, endangered and sensitive species on the watershed. I oversee the design and implementation of biological studies of sensitive fish, wildlife and plant resources in the East Bay. I assess proposed projects for impacts on these species; and develop and evaluate fish or wildlife habitat restoration and management plans..

Fisheries and Wildlife Biologist II, East Bay Municipal Utility District, Ca. October 2008 to December 2013.

As a Biologist II, I provided expertise in the biology and management of threatened, endangered and sensitive species on the watershed. I designed and implemented biological studies of sensitive fish, wildlife and plant resources in the East Bay. I assessed proposed projects for impacts on these species; and developed and evaluated fish or wildlife habitat restoration and management plans. Specific duties included designing and implementing research studies, evaluating and making recommendations on proposed developments for impact on resources and developing or assessing habitat improvement projects.

Fisheries and Wildlife Biologist I, East Bay Municipal Utility District, Ca. October 2006 to September 2008.

As a Biologist I, I implemented biological studies of sensitive fish, wildlife and plant resources in the East Bay and on the Mokelumne River watershed. I assessed proposed projects for impacts on these species; and evaluated fish or wildlife habitat restoration and management plans. In addition, I analyzed data, wrote technical reports and presented findings at public forums and professional meetings and conferences.

Fisheries and Wildlife Technician, East Bay Municipal Utility District, Ca. June 1997 through September 2006.

As a Fisheries and Wildlife Technician, my duties were to work with biologists to conduct fisheries and wildlife investigations. I monitored threatened and endangered

species including steelhead, red-legged frog, Alameda whipsnake and western pond turtle. I conducted pre-project biological surveys for watershed projects and made recommendations to avoid or minimize sensitive species impacts.

Field Biologist, Santa Clara Valley Water District, Ca. February through June 1997.

As a field biologist, I conducted fisheries and wildlife monitoring for District projects for Section 10 permitting. I surveyed steelhead, salmon and red-legged frog populations in local creeks and rivers and conducted shorebird surveys, small mammal trapping and amphibian surveys. I wrote reports as documentation for permit requirements.

Scientific Aid, California Department of Fish and Game, Yountville, Ca. August 1995 through February 1997.

I completed habitat surveys for creeks draining into the middle fork of the Eel River. Fisheries management recommendations were made for each drainage in the form of a report. I was responsible for writing environmental documents such as proposals and applications for permits required by the Army Corps of Engineers for restoration work in the Napa/Sonoma marsh. I implemented surveys for the purpose of monitoring fish and avian species use of newly created tidal marsh habitat.

MEMBERSHIPS/CERTIFICATIONS

American Fisheries Society Member since 1996
Certified Fisheries Scientist (American Fisheries Society, 2011)

PERMITS/LICENSES:

California Department Of Fish and Game Collectors Permit # SC-001933

USFWS permit # TE-040541-4 for Alameda whipsnake and California red-legged frog.

USFWS permit # TE-183192-0 approved biologist for HCP monitoring of rainbow trout, Alameda whipsnake and California red-legged frog, and western pond turtle.

4(d) research permit (#19821) principal investigator for Central California Coast Steelhead.



**Contra
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County**

For Office Use Only
Date Received:

For Reviewers Use Only:
Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

RECEIVED
AUG 01 2018
CLERK BOARD OF SUPERVISORS
CONTRA COSTA CO.

MAIL OR DELIVER TO:
Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292
PLEASE TYPE OR PRINT IN INK
(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

Fish and Wildlife Committee
PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

At-large Member
PRINT EXACT SEAT NAME (if applicable)

1. **Name:** Pease, Walter C.
(Last Name) (First Name) (Middle Name)

2. **Address:** [Redacted] Pleasant Hill CA 94523
(No.) (Street) (Apt.) (City) (State) (Zip Code)

3. **Phones:** [Redacted]
(Home No.) (Work No.) (Cell No.)

4. **Email Address:** [Redacted]

5. **EDUCATION:** Check appropriate box if you possess one of the following:

High School Diploma G.E.D. Certificate California High School Proficiency Certificate

Give Highest Grade or Educational Level Achieved Masters of Science

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) San Diego State	Biology	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	132		B.S.	1971
B) San Diego State	Biology, Sanitary Engineering	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	16			
C) University of LaVerne	Public Administration	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>		36	M.S.	2000
D) Other schools / training completed:	Course Studied	Hours Completed	Certificate Awarded: Yes No <input type="checkbox"/> <input type="checkbox"/>			

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year) From To</p> <p>May 2010 Dec 2016</p> <p>Total: Yrs. Mos.</p> <p>6 7</p> <p>Hrs. per week <input type="text" value="40"/> . Volunteer <input type="checkbox"/></p>	<p style="text-align: center;">Title</p> <p>Director of Water Utilities</p> <hr/> <p style="text-align: center;">Employer's Name and Address</p> <p>City of Pittsburg 65 Civic Ave Pittsburg</p>	<p style="text-align: center;">Duties Performed</p> <p>Managed and supervised operations of Water Utility and Sewer Collection Systems. Duties included: budgets, regulatory reporting, CIP development, laboratory supervision, City Council presentations, water conservation program, etc.</p>
<p>B) Dates (Month, Day, Year) From To</p> <p>Jan 2002 May 2010</p> <p>Total: Yrs. Mos.</p> <p>8 4</p> <p>Hrs. per week <input type="text" value="40"/> . Volunteer <input type="checkbox"/></p>	<p style="text-align: center;">Title</p> <p>Ast. Public Works Director</p> <hr/> <p style="text-align: center;">Employer's Name and Address</p> <p>City of Pittsburg 65 Civic Ave Pittsburg</p>	<p style="text-align: center;">Duties Performed</p> <p>Assisted in the operations and management of the Public Works Department. Primary responsibility for water, sewer and stormdrains systems. Duties included: budgets, drinking water and sewer systems regulatory reporting, Water and Sewer Utility CIP development, water conservation program, laboratory supervision, etc.</p>
<p>C) Dates (Month, Day, Year) From To</p> <p>Oct 1994 Jan 2002</p> <p>Total: Yrs. Mos.</p> <p>7 4</p> <p>Hrs. per week <input type="text" value="40"/> . Volunteer <input type="checkbox"/></p>	<p style="text-align: center;">Title</p> <p>Water Utility Director</p> <hr/> <p style="text-align: center;">Employer's Name and Address</p> <p>City of Monterey Park 320 W. Newmark Dr Monterey Park, CA 91754</p>	<p style="text-align: center;">Duties Performed</p> <p>Managed and supervised operations of Water Utility. Duties included: budgets, regulatory reporting, CIP development, water conservation program, etc.</p>
<p>D) Dates (Month, Day, Year) From To</p> <p>July 1976 Oct 1994</p> <p>Total: Yrs. Mos.</p> <p>17 5</p> <p>Hrs. per week <input type="text" value="40"/> . Volunteer <input type="checkbox"/></p>	<p style="text-align: center;">Title</p> <p>Water Superintendent</p> <hr/> <p style="text-align: center;">Employer's Name and Address</p> <p>City of Martinez 525 Henrietta St Martinez 94553</p>	<p style="text-align: center;">Duties Performed</p> <p>Managed and supervised operations of Water Treatment Plant. Duties included: budgets, regulatory reporting, CIP development, laboratory operations and supervision, City Council presentations, water conservation program, etc.</p>

7. How did you learn about this vacancy?

CCC Homepage Walk-In Newspaper Advertisement District Supervisor Other

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No Yes

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations? No Yes

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name: Walter C. Perea Date: 7/30/18

Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at: **651 Pine Street, Room 106, Martinez, CA 94553.**
3. A résumé or other relevant information may be submitted with this application.
4. All members are required to take the following training: 1) The Brown Act, 2) The Better Government Ordinance, and 3) Ethics Training.
5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
6. Advisory body meetings may be held in various locations and some locations may not be accessible by public transportation.
7. Meeting dates and times are subject to change and may occur up to two days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.



Contra
Costa
County

For Office Use Only
Date Received:

For Reviewers Use Only
Accepted Rejected

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:
Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292
PLEASE TYPE OR PRINT IN INK
(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

CCC Fish & Wildlife Committee
PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

At-Large Seat
PRINT EXACT SEAT NAME (if applicable)

1. Name: Porter, Joshua Daniel
(Last Name) (First Name) (Middle Name)

2. Address: [Redacted] Kensington, CA 94708
(No.) (Street) (Apt.) (City) (State) (Zip Code)

3. Phones: [Redacted]
(Home No.) (Work No.) (Cell No.)

4. Email Address: [Redacted]

5. EDUCATION: Check appropriate box if you possess one of the following:

High School Diploma G.E.D. Certificate California High School Proficiency Certificate

Give Highest Grade or Educational Level Achieved Bachelor of Science

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) Nicholls State University	Marine Biology	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	10		BA	5/2002
B) Saddleback College	Aquarium Operation	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	1		N/A	N/A
C) Oregon State University	Fisheries Management	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>			Cert	
D) Other schools / training completed:	Course Studied	Hours Completed	Certificate Awarded: Yes No <input type="checkbox"/> <input type="checkbox"/>			

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year) From <u>8/2010</u> To <u>present</u> Total: Yrs. <u>8</u> Mos. <u>2</u> Hrs. per week <u>37.5</u> . Volunteer <input type="checkbox"/></p>	<p>Title Aquatic Exhibits Resource Analyst Employer's Name and Address East Bay Regional Park District 1231 McKay Ave, Alameda CA 94501</p>	<p>Duties Performed - Aquarium curator for District aquatic exhibits - Aquatic exhibits design and construction - Specimen collection - Manage District's scientific collecting permit - Fisheries research & fieldwork including electrofishing surveys</p>
<p>B) Dates (Month, Day, Year) From <u>1/2011</u> To <u>present</u> Total: Yrs. <u>7</u> Mos. <u>9</u> Hrs. per week <u>6</u> . Volunteer <input checked="" type="checkbox"/></p>	<p>Title Harbor Seal Asst Crew Supervisor Employer's Name and Address Marine Mammal Center Sausalito, CA</p>	<p>Duties Performed - Marine mammal husbandry - Advanced marine mammal meds including injections and subcutaneous drips - Assist with crew scheduling and training of all harbor seal husbandry - Acting supervisor as needed</p>
<p>C) Dates (Month, Day, Year) From <u>5/2007</u> To <u>5/2009</u> Total: Yrs. <u>2</u> Mos. <u></u> Hrs. per week <u>40</u> . Volunteer <input type="checkbox"/></p>	<p>Title Offshore Aquaculture Asst manager Employer's Name and Address Hubbs Sea World Research Institute On location in Ensenada, Baja, Mexico</p>	<p>Duties Performed - On site manager of high profile offshore aquaculture project - daily scientific scuba and hookah diving - offshore aquaculture of California yellowtail & striped bass</p>
<p>D) Dates (Month, Day, Year) From <u>4/2006</u> To <u>5/2007</u> Total: Yrs. <u>1</u> Mos. <u>1</u> Hrs. per week <u>40</u> . Volunteer <input type="checkbox"/></p>	<p>Title Aquatic Systems Technician Employer's Name and Address Hubbs Sea World Research Institute San Diego, CA</p>	<p>Duties Performed - Construction and installation of all HSWRI aquatic systems - Daily maintenance of existing aquatic systems and filtration</p>

7. How did you learn about this vacancy?

- CCC Homepage
- Walk-in
- Newspaper Advertisement
- District Supervisor
- Other Committee email updates

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No Yes

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations? No Yes

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name: Joshua Porter Date: 10/1/2018

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5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
6. Advisory body meetings may be held in various locations and some locations may not be accessible by public transportation.
7. Meeting dates and times are subject to change and may occur up to two days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA and for
Special Districts, Agencies and Authorities Governed by the Board Adopted Resolution
no. 2011/55 on 2/08/2011 as follows:**

IN THE MATTER OF ADOPTING A POLICY MAKING FAMILY MEMBERS OF THE BOARD OF SUPERVISORS INELIGIBLE FOR APPOINTMENT TO BOARDS, COMMITTEES OR COMMISSIONS FOR WHICH THE BOARD OF SUPERVISORS IS THE APPOINTING AUTHORITY

WHEREAS the Board of Supervisors wishes to avoid the reality or appearance of improper influence or favoritism;
NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted:

- I. SCOPE: This policy applies to appointments to any seats on boards, committees or commissions for which the Contra Costa County Board of Supervisors is the appointing authority.
- II. POLICY: A person will not be eligible for appointment if he/she is related to a Board of Supervisors' Member in any of the following relationships:
 1. Mother, father, son, and daughter;
 2. Brother, sister, grandmother, grandfather, grandson, and granddaughter;
 3. Great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, and great-granddaughter;
 4. First cousin;
 5. Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
 6. Sister-in-law (brother's spouse or spouse's sister), brother-in-law (sister's spouse or spouse's brother), spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouse's grandson;
 7. Registered domestic partner, pursuant to California Family Code section 297.
 8. The relatives, as defined in 5 and 6 above, for a registered domestic partner.
 9. Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

Joshua Porter

[REDACTED]
Kensington, Ca
[REDACTED]

Objective

To present the extensive and useful skill set and knowledge base I have gained in both my previous work experiences and my years at East Bay Regional Park District, and to use what I have learned to excel as an At-Large Seat on the CCC Fish & Wildlife Committee.

Skills, Equipment, and Program Knowledge

Life Support /Water Quality:

System Design & construction
System assessment & repair
PVC assembly
Pump repair
Fluidized sand filters
UV filters
Propeller bead filters
Bubble bead filters
Drop filters
Drum filters
Protein skimmers
Chemical water testing
Electronic/probe water testing
Water quality analysis

Fisheries Science:

Boat Electrofishing
Backpack Electrofishing
Fish Transport
Floy tagging
Pit tagging
Gill netting
Fish trapping
Seining
Water quality monitoring
River/stream snorkeling
Fish Necropsy
Fish identification
Fish anesthetizing
Otter trawling

Aquarium/Aquaculture Science:

Fish husbandry
Broodstock collection/transport
Disease/injury treatment
Exhibit design
Hatchery aquaculture
Laboratory aquaculture
Netpen aquaculture
Hormone induced spawning
Live/dry feeds
Larval rearing
Micro algae culture
Offshore Operations
Invertebrate husbandry
Specimen preservation

Certifications:

AALSO LSS 2
AALSO WQ 1
Rescue Diver
CPR/First Aid
E-fishing Principles & Techniques
Certified Pool Operator

Office/Computer:

Management
Data Entry
Grant Proposal
Public Speaking
MS Office
Social Networking

Misc:

Boat Operation
Scuba/Hookah Diving
Power tools
Basic Carpentry
Fiber glassing
Forklift Operation

Experience

Aquatic Exhibits/Fisheries Resource Analyst

East Bay regional Park District (EBRPD)

Alameda, CA (8/2010 - present)

Notable duties and achievements:

- Served as curator of all life support, water quality, husbandry, and collection operations of the EBRPD Aquatic Exhibits program
 - Designed, built, and maintained the EBRPD aquarium lab, an aquarium facility with over 4000 gallons of fresh and saltwater aquatic systems
 - Acquired and maintained over 50 different species of freshwater fish, reptiles, and invertebrates and over 60 species of saltwater fish and invertebrates
 - Housed the most diverse collection of native California freshwater fish species in the country.
 - Obtained, held, and maintained all California scientific collection permitting for all EBRPD aquatic exhibit species
 - Attended and completed Supervisor Academy
 - Assisted in serving up to 10,000 elementary school students per year with the 1500 gallon EBRPD Mobile Fish Exhibit
 - Built, maintained, and enhanced aquatic exhibits at Crab Cove Visitor Center, the largest public aquarium in the East Bay
 - Established "satellite" aquatic exhibits in three other EBRPD visitor centers
 - Served as the EBRPD coordinator for the California Trout in the Classroom program
 - Participated in and led fisheries crews during EBRPD boat and backpack electrofishing surveys
 - Implemented EBRPD's first snorkeling stream surveys
 - Forged a strong working relationship and network with the UC Davis fisheries department, Aquarium of the Bay, Steinhart Aquarium, Easy Bay Municipal Utility District, Sonoma County Water District, San Francisco Water Power & Sewer, and bass Pro Shops
-
- Served as acting EBRPD Fisheries Program Manager
 - Worked in conjunction with California Fish and Wildlife, Contra Costa County Vector Control, and private farmers to establish a Sacramento perch conservation and captive breeding enhancement program
 - Developed and managed the EBRPD Aqualab volunteer program, and oversaw over 15 volunteer crew members

Aquatic System/Fish Service Technician

California Aquatics

Santee, CA (10/2005-4/2006, 4/2010 -7/2010)

Notable duties and achievements:

- Traveled throughout San Diego county to service and maintain a wide variety of aquariums, koi ponds, and water features
- Performed the duties of a 40 hour work week in half that time
- Identified and solve various water quality and life support emergencies and repairs in a mobile setting with limited resources

Experience (cont)

Aquatic System Technician/Assistant Manager for Offshore Aquaculture Operations

Hubbs-Sea World Research Institute (HSWRI)
San Diego, CA/Ensenada, MX (4/2006-5/2009)

Notable duties and achievements:

- One of the first people to raise laboratory grown yellowtail in netpen conditions
- Managed a keystone offshore aquaculture experiment abroad in Ensenada Mexico as the sole on site representative of HSWRI
- Worked in conjunction with Maricultura, a large tuna pen operation in Ensenada and communicated with their largely Spanish speaking work force
- Performed hookah diving at depths beyond what scientific divers once considered possible and logged over 300 dives
- Worked underwater and on the surface during extreme high sea and wind conditions
- Assisted in building a revolutionary larval halibut cone/raceway system
- Participated in 24 hour aquatic system and life support program, including the use of computer monitoring software
- Received the growth award for my transition from life support technician into assistant manager the offshore aquaculture operation
- Helped with the installation of an Ocean Spar submersible sea cage for our experiment

Aquatic Systems Technician/Lead Field Installation Crewmember

Aquaneering Inc.
San Diego, CA (3/2003-9/2005)

Notable duties and achievements:

- Built, tested, and installed complex aquatic systems throughout the U.S., Canada, and Spain
- Maintained zebrafish research systems for SALK Institute (San Diego, CA)
- Represented Aquaneering at various trade shows
- Performed presentation on zebrafish system care at the '05 WAS meeting in New Orleans, LA
- Helped to install the current largest zebrafish research system in the world in Pittsburgh, PA

Assistant Production Manager/Research Associate

Aquaculture Systems Technologies Inc.
New Orleans, LA (9/2002-3/2003)

Notable duties and achievements:

- Represented AST at aquaculture tradeshow in various locations
- Assisted in construction of prototype bead and drop filters prior to their release into the commercial market
- Directed and participated with warehouse staff in the construction, packing and shipping of all of the products offered by AST
- Assisted in construction of industrial sized propeller bead filters
- Manufactured electronic filter backwash controllers

Experience(cont)

Marine Fisheries and Mariculture Lab Technician

Louisiana Universities Marine Consortium (LUMCON)

Cocodrie, LA (11/1997-8/31/2002)

Notable duties and achievements:

- Coordinated research with graduate students as an undergraduate
- Assisted in experimental aquaculture research of red snapper, cobia, red drum, and pompano
- Helped to produce the first red snapper/grey snapper hybrids in the US

Louisiana Sea Grant Undergraduate Research Program Participant

LUMCON

Cocodrie, LA (Summer 2001 and 2002)

Notable duties and achievements:

- Wrote and prepared my own grant proposal for research funding
- First non-LSU student in the state of Louisiana to receive funding from the Sea Grant undergraduate program.
- Used innovative presentation techniques to present my research to the Sea Grant program remotely, while being unable to leave the field during research
- Video taped hormone induced tank spawning behavior of cobia
- Utilized my own self-prepared hormone implants for the experiment

Education

BS Nicholls State University, May 2002

Degree received: biology, with a concentration in marine biology

Biology society member in good standing

Competitor in university-wide public speaking competition

Teacher's aid for biology of the fishes labs

First non-LSU student to be awarded an undergraduate Sea Grant

Saddleback College, May 2007

Completed aquatic system design class

Served as teacher assistant for lab portion of class

Volunteer & Memberships

- North American Native Fishes Association (NANFA) California Regional Representative
- NANFA John Bondus Grant Committee
- Marine Mammal Center Harbor Seal Assistant Crew Supervisor
- Trout Unlimited Membership
- AZA Individual Membership
- AALSO Membership

References

Mike Paquette
Oceans Design
Colorado Springs, CO 80933
(858) 602-9465
michael@oceans-design.com

TeeJay O'Rear
UC Davis
Davis, CA 95616
(530) 304-0860
taorear@ucdavis.edu

James Wilson
EBRPD
Alameda, CA 94501
(510) 544-2527
jwwilson@ebparks.org

Chris Miller
Contra Costa County Vector Control
Concord, CA 94520
(925) 771-6113
cmiller@contracostamosquito.com

Pete Alexander
EBRPD (retired)
Scotts Valley, CA 95616
(510) 258-2211
fishous53@gmail.com

Torrin Haddock
THS
Santee, CA
(619) 952-5351
torin619@cox.net



Contra Costa County

For Office Use Only
Date Received:

For Reviewers Use Only:
Accepted Rejected

RECEIVED
SEP 27 2018
CLERK BOARD OF SUPERVISORS
CONTRA COSTA CO.

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

MAIL OR DELIVER TO:
Contra Costa County
CLERK OF THE BOARD
651 Pine Street, Rm. 106
Martinez, California 94553-1292
PLEASE TYPE OR PRINT IN INK
(Each Position Requires a Separate Application)

BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:

CC Fish & Wildlife Committee
PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

At-Large Alternate
PRINT EXACT SEAT NAME (if applicable)

1. Name: Wiseman Jill M
(Last Name) (First Name) (Middle Name)

2. Address: [Redacted] Lafayette, CA 94549
(No.) (Street) (Apt.) (City) (State) (Zip Code)

3. Phones: [Redacted]
(Home No.) (Work No.) (Cell No.)

4. Email Address: [Redacted]

5. EDUCATION: Check appropriate box if you possess one of the following:

High School Diploma G.E.D. Certificate California High School Proficiency Certificate

Give Highest Grade or Educational Level Achieved: Bachelor of Arts

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) UCSD	Biology	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>		180	BA	6/1991
B)		Yes No <input type="checkbox"/> <input type="checkbox"/>				
C)		Yes No <input type="checkbox"/> <input type="checkbox"/>				
D) Other schools / training completed: Certified Information Security Auditor	Course Studied: Pre-MBA graduate classes	Hours Completed	Certificate Awarded: Yes No <input type="checkbox"/> <input type="checkbox"/>			

6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year) From <u>6/2017</u> To <u>9/2017</u> Total: Yrs. <input type="text"/> Mos. <input type="text"/> Hrs. per week <input type="text"/> . Volunteer <input type="checkbox"/></p>	<p>Title <u>CC Civil Grand Juror</u> Employer's Name and Address <u>Court Administration</u> <u>725 Court Street</u> <u>4th Floor</u> <u>Martinez, CA 94553</u></p>	<p>Duties Performed <u>Investigated the operations of the various officers, departments & agencies of local government</u></p>
<p>B) Dates (Month, Day, Year) From <u>10/1997</u> To <u>10/2014</u> Total: Yrs. <input type="text"/> Mos. <input type="text"/> Hrs. per week <input type="text"/> . Volunteer <input type="checkbox"/></p>	<p>Title <u>Compliance Project Manager</u> Employer's Name and Address <u>Kaiser Permanente</u> <u>One Kaiser Plaza</u> <u>Oakland, CA 94612</u></p>	<p>Duties Performed <u>Advised senior leadership of compliance issues</u> <u>Made budget recommendations</u> <u>Addressed issues related to enforcement of laws</u></p>
<p>C) Dates (Month, Day, Year) From <u>9/1991</u> To <u>8/1997</u> Total: Yrs. <input type="text"/> Mos. <input type="text"/> Hrs. per week <input type="text"/> . Volunteer <input type="checkbox"/></p>	<p>Title <u>Researcher</u> Employer's Name and Address <u>UCSD</u> <u>10280 N Torrey Pines</u> <u>La Jolla, CA 92093</u></p>	<p>Duties Performed <u>Published & conducted research</u> <u>Review & make recommendations on departmental research</u></p>
<p>D) Dates (Month, Day, Year) From <input type="text"/> To <input type="text"/> Total: Yrs. <input type="text"/> Mos. <input type="text"/> Hrs. per week <input type="text"/> . Volunteer <input type="checkbox"/></p>	<p>Title <input type="text"/> Employer's Name and Address <input type="text"/></p>	<p>Duties Performed <input type="text"/></p>

Regularly attend
 CC Fish & Wildlife Committee

THIS FORM IS A PUBLIC DOCUMENT

Monthly CC Watershed Forum - CCWF

7. How did you learn about this vacancy?

CCC Homepage Walk-In Newspaper Advertisement District Supervisor Other FWC

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No Yes

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations? No Yes

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name: _____

Jill Wiseman

Date: _____

9-27-18

Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at: 651 Pine Street, Room 100, Martinez, CA 94553.
3. A résumé or other relevant information may be submitted with this application.
4. All members are required to take the following training: 1) The Brown Act, 2) The Better Government Ordinance, and 3) Ethics Training.
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Special Districts, Agencies and Authorities Governed by the Board Adopted Resolution
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4. First cousin;
5. Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
6. Sister-in-law (brother's spouse or spouse's sister), brother-in-law (sister's spouse or spouse's brother), spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouse's grandson;
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8. The relatives, as defined in 5 and 6 above, for a registered domestic partner.
9. Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: October 16, 2018

Subject: Appropriation Adjustment - Transfer Appropriations from Plant Acquisition-Sheriff Coroner to Sheriff Detention

RECOMMENDATION(S):

APPROVE Appropriation Adjustment No. 5013 authorizing the transfer of appropriations in the amount of \$106,000 from Plant Acquisition-Sheriff Coroner (0111) to Sheriff Detention (0300) for the purchase and installation of flooring for the Martinez Detention Facility.

FISCAL IMPACT:

This action increases appropriations in Sheriff Detention (0300) and decreases appropriations in Plant Acquisition-Sheriff Coroner (0111) by \$106,000. No Net County Cost.

BACKGROUND:

The Martinez Detention Facility opened in 1981 and remains the sole point of intake for all persons incarcerated in Contra Costa County. The main hallway that leads from the intake booking area up to the general population housing units is covered in carpeting that has not been replaced in over 15 years. This hallway is a heavy traffic area and the carpet is very well worn. The current carpet requires frequent cleaning and due to its condition, the carpet cannot be completely cleaned and sanitized without significant staff time. Removing the existing carpet and replacing with modern floor covering will significantly reduce staff time for cleaning and maintenance, along with improving conditions for all who pass through this busy area of the jail.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Liz Arbuckle,
335-1529

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Liz Arbuckle, Heike Anderson, Paul Reyes

ATTACHMENTS

TC27_5013

#35392

CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT

T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

BOARD OF SUPERVISORS

COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: Sheriff's Office (0111) (0300)			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
4407	4437	SHERIFF'S FACILITIES IMPS	106,000	00	
2578	4952	INSTITUTIONL EQUIP & FURN			106,000 00
TOTALS			106,000	00	106,000 00

APPROVED

AUDITOR-CONTROLLER:

BY: [Signature] DATE 10/2/18

COUNTY ADMINISTRATOR:

BY: _____ DATE _____

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST

To move appropriations from Plant Acquisition (4407) to MDF (2578) for purchase and installation of flooring.

AUDITOR-CONTROLLER
2018 OCT -2 A 8:15

[Signature]

SIGNATURE TITLE DATE
Fiscal Officer 10/1/2018

APPROPRIATION APOO 5013
ADJ. JOURNAL NO.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: October 16, 2018

Subject: Transition two Mental Health Clinical Specialist-Project Positions and Incumbents into the Merit System

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22356 to transition two Mental Health Clinical Specialist-Project (VQS2) positions #14718 and #14637 at salary plan and grade level TC2-1384 (\$4,980-\$7,394) and incumbents into the Merit System's Mental Health Clinical Specialist (VQSB) classification at salary plan and grade level TC2-1384 (\$4,980-\$7,394) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, there will be no cost associated with this action. (100% cost neutral Mental Health Realignment)

BACKGROUND:

The Health Services Department is requesting to transition two Mental Health Clinical Specialist-Project positions #14718 and #14637 and incumbents into the merit system. The incumbents have met the provisions for transition from project to the merit system in accordance with PMR Section 1603.1 - Transfer of Project Positions.

Section 1603.1 of the Personnel Management Regulations states that when the Board of Supervisors establishes as regular service a program initially established by the Board for a specific limited period as

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Sabrina Pearson,
925-957-5240

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

part of an approved project, employees who have served in Project positions for at least one (1) year shall be included in the merit system if the Director of Human Resources recommends such inclusion, the Board of Supervisor approves the classification and its addition to the merit system, and the employees were originally appointed to the project position(s) from an eligible list on an open competitive basis.

Both incumbents were appointed from an eligible list on an open competitive basis and have served more than one (1) year in that classification. One incumbent was appointed to Project position #14637 on January 14, 2015 and the other incumbent was appointed to position #14718 on June 12, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, incumbents will not receive the benefits of being a merit system employee.

ATTACHMENTS

P300 22356 Transition 2 MH Clinical Spec Project to Merit System

POSITION ADJUSTMENT REQUEST

NO. 22356
DATE 9/24/2018

Department Health Services Department Department No./
Budget Unit No. 0467 Org No. 5983 Agency No. A18

Action Requested: Transition two Mental Health Clinical Specialist-Project (VQS2) positions #14718 and #14637 and incumbents into the Merit System in the Health Services Department

Proposed Effective Date: 11/1/2018

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$154,517.00 Net County Cost \$0.00
Total this FY \$19,314.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Funded by Mental Health Realignment

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Sabrina Pearson

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/9/2018

Transition two Mental Health Clinical Specialist-Project (VQS2) positions #14718 and #14637 at salary plan and grade level TC2-1384 (\$4,980-\$7,394) and incumbents into the Merit System's Mental Health Clinical Specialist (VQSB) classification at salary plan and grade level TC2-1384 (\$4,980-\$7,394) in the Health Services Department. (Represented)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

Barbara Vargen-Kotchevar

10/9/2018

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/9/2018

Approve Recommendation of Director of Human Resources
 Disapprove Recommendation of Director of Human Resources
 Other: _____

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

David J. Twa, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 10/9/2018

No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: October 16, 2018

Subject: Add one Mental Health Program Chief position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22363 to add one (1) permanent full-time Mental Health Program Chief position (VQDN) at salary plan and grade level ZA5-2029 (\$9,156 - \$11,129) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action has an annual cost of approximately \$223,742 with pension costs of \$50,855 already included. This cost is fully funded by Mental Health Services Act.

BACKGROUND:

The Health Services Department is requesting to add one permanent full-time Mental Health Program Chief in the Behavioral Health Division to function as the Chief over Mental Health Services Act Programs. This position is needed as the result of significant expansion due to supportive housing initiatives under the Mental Health Services Act for the seriously mentally ill population. These initiatives are adding revenue and programming to the County, and will require ongoing inter-divisional coordination, planning and implementation efforts between Behavioral Health Division; Health, Housing and Homeless Division; Public Health Division, and the County's Regional Medical Center. Significant adjustments

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Jo-Anne Linares, (925)
957-5240

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

in programming, such as universal screening and eligibility, and service delivery will need to be developed, coordinated and agreed upon across divisions.

The Department has determined a full-time Mental Health Program Chief would be the most appropriate classification to fulfill the needs of the Division to ensure that the County's most seriously and persistently mentally ill citizens who are homeless receive and continue to receive the treatment and housing support needed to maintain themselves in the community.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, there will not be an appropriate level of management staff to execute the programs within the Mental Health Services Act in the Behavior Health Division.

ATTACHMENTS

P300 22363_Add 1 Mental Health Program Chief in HSD

POSITION ADJUSTMENT REQUEST

NO. 22363
DATE 9/27/2018

Department Health Services Department No./
Budget Unit No. 0467 Org No. 5721 Agency No. A18
Action Requested: Add one (1) Mental Health Program Chief (VQDN) position in the Health Services Department.

Proposed Effective Date: _____

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$223,742.00 Net County Cost _____

Total this FY \$149,161.00 N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Mental Health Services Act

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Jo-Anne Linares

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/9/2018

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve Recommendation of Department

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

David J. Twa, Clerk of the Board of Supervisors
and County Administrator

Adjustment is APPROVED DISAPPROVED

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 10/9/2018

No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: October 16, 2018

Subject: Add one Community Health Worker I position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22364 to add one Community Health Worker I (VKWC) position at salary plan and grade level TC5-0933 (\$3,093-\$3,410) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this request has an annual cost of approximately \$80,686 with pension costs of \$15,584 already included. This cost is fully funded by Driving Under the Influence (DUI) fees paid by DUI participants.

BACKGROUND:

The Health Services Department is requesting to add one Community Health Worker I to the Public Health Division. This position will support the Driving Under the Influence Program by obtaining information about DUI prevention, education and referrals. The Community Health Work I responsibilities include gathering data pertaining to the prevalence of DUI in the community, assist with real time/ immediate referrals to DUI Programs and being a resource to the courts specifically to DUI proceedings.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Sabrina Pearson, (925) 957-5240

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Driving Under the Influence program will not have the appropriate level of staffing to implement educational information to the community and support the court system during DUI proceedings.

ATTACHMENTS

P300 22364_Add 1 Community Health Worker I position in HSD

POSITION ADJUSTMENT REQUEST

NO. 22364
DATE 10/2/2018

Department Health Services Department Department No./
Budget Unit No. 0466 Org No. 5925 Agency No. A18

Action Requested: Add one Community Health Worker I (VKWC) position in the Health Services Department.

Proposed Effective Date: _____

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$80,686.00 Net County Cost \$0.00
Total this FY \$47,066.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Driving Under the Influence Program

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Sabrina Pearson

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/9/18

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve Department Request

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

David J. Twa, Clerk of the Board of Supervisors
and County Administrator

Adjustment is APPROVED DISAPPROVED

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 10/9/2018

No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: October 16, 2018

Subject: Add one Community Health Worker I position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22365 to add one Community Health Worker I (VKWC) position at salary plan and grade level TC5-0933 (\$3,093-\$3,410) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action has an annual cost of approximately \$80,686 with pension costs of \$15,584 already included. This cost is fully funded by Substance Abuse Block Grant (SABG) funds.

BACKGROUND:

The Health Services Department is requesting to add one Community Health Worker I to the Public Health Division, in their Prevention Services Program. Prevention Service is a program that delivers diverse local communities a safe and healthy environment by reducing alcohol and other drug use and abuse through culturally competent, evidence-based prevention activities. The program addresses today's public health problems within communities by confronting more urgent concerns around violence, drug use and the struggle to keep families together. The Prevention Services Program includes activities or strategies around

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Sabrina Pearson, (925)
957-5240

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

improving community skills to foster coalition, networks, knowledge and resources to effectively educate providers. These programs help the communities embrace value, diversity and promote preventative methods in the community through open forums.

This position will support Prevention Services by providing parents educational assistance via websites, school programs and outside activities pertaining to marijuana, alcohol and prescription drugs as well as support and referrals to substance use treatment centers; organizing alternative activities that are alcohol and drug free events, for example is club live (a place where teenagers come to socialize).

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Prevention Services will not have adequate support staff to provide education and services to the community.

ATTACHMENTS

P300 22365 _Add 1 Community Health Worker I position in HSD

POSITION ADJUSTMENT REQUEST

NO. 22365
DATE 10/2/2018

Department Health Services Department Department No./
Budget Unit No. 0466 Org No. 5938 Agency No. A18

Action Requested: Add one Community Health Worker I (VKWC) position in the Health Services Department.

Proposed Effective Date: _____

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$80,686.00 Net County Cost \$0.00

Total this FY \$47,066.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Substance Abuse Block Grant

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Sabrina Pearson

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/9/18

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve Department Request

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

David J. Twa, Clerk of the Board of Supervisors
and County Administrator

Adjustment is APPROVED DISAPPROVED

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 10/9/2018

No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: October 16, 2018

Subject: Add one Community Health Worker II position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22366 to add one Community Health Worker II (VKVB) position at salary plan and grade level TC5-1043 (\$3,449-\$4,192) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this request has an annual cost of approximately \$95,172 with pension costs of \$19,155 already included. This cost is funded by SAMHWorks (Substance Abuse and Mental Health Services for CalWORKs participants) via Inter-Agency Agreement with Employment and Human Services Department.

BACKGROUND:

The Health Services Department is requesting to add one Community Health Worker II to the Public Health Division. The SAMHWORKS Program works closely with Employment and Human Services Department in helping CalWORKs participants remove barriers of employment by providing substance abuse and/or metal assessments, provide domestic violence support groups and conduct training for Employment

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Sabrina Pearson, (925)
957-5240

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Specialists to identify mental health and substance abuse problems among CalWORKs participants.

This position supports SAMHWorks program by assisting with the programs goals to reach out to eligible CalWORKs Latino clients in the community with education about available programs via door to door or existing departmental programs, client follow ups to update information on file and assists in conducting surveys to determine community needs.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, SAMHWorks program will not have the appropriate level of staffing to educate and support eligible Latino population in the community.

ATTACHMENTS

p300

POSITION ADJUSTMENT REQUEST

NO. +
DATE 10/2/2018

Department Health Services Department Department No./
Budget Unit No. 0466 Org No. 5911 Agency No. A18

Action Requested: Add one Community Health Worker II (VKVB) position in the Health Services Department.

Proposed Effective Date: _____

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$95,172.00 Net County Cost \$0.00

Total this FY \$55,517.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% SAMHWorks via Interagency Agreement with EHSD

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Sabrina Pearson

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: _____

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

David J. Twa, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 10/3/2018

No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: October 16, 2018

Subject: Add One (1) Account Clerk Supervisor Position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22367 to add one (1) permanent full-time Account Clerk Supervisor (JDHD) position at salary plan and grade level K6X-1340 (\$4,616 - \$5,895) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action has an annual cost of approximately \$126,744 with \$26,940 in pension costs already included. The entire cost is fully funded by third party revenues.

BACKGROUND:

The Health Services Department is requesting to add one permanent full-time Account Clerk Supervisor position allocated to its Payroll Unit. The incumbent will be primarily responsible for overseeing the day-to-day operations of the Payroll Unit and supervising the staff of 12 account clerks, 3 data entry clerks and 1 clerk. The unit manually codes and processes time-sheets for over 4,500 employees on a bi-monthly basis. With over 100 differentials attached to varied classifications represented by different unions and in order to meet the Auditor-Controller deadlines, the payroll staff needs direct access to an on-site supervisor who can address the daily nuances of manual payroll processing.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Jo-Anne Linares, (925)
957-5240

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

In order to process pay warrants accurately and timely, the Department finds it necessary to add this supervisory position.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Health Services Payroll Unit will not have adequate level of supervision and runs the risk of inaccurate and untimely pay warrants to its 4,500 employees.

ATTACHMENTS

P300 22367_Add 1 Account Clerk Supervisor in HSD

POSITION ADJUSTMENT REQUEST

NO. 22367
DATE 10/2/2018

Department Health Services Department No./
Budget Unit No. 0540 Org No. 6544 Agency No. A18

Action Requested: Add one (1) Account Clerk Supervisor (JDHD) position in the Health Services Department.

Proposed Effective Date: _____

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$126,744.00 Net County Cost _____

Total this FY \$84,496.00 N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Offset by Third Party Revenues

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Jo-Anne Linares

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.

_____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/9/2018

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: Approve Department Request

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

David J. Twa, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 10/9/2018

No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: October 16, 2018

Subject: Add two (2) Departmental Human Resources Analyst I positions in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22368 to add two (2) Departmental Human Resources Analyst I (ARVA) positions in the Health Services Department. (Unrepresented)

FISCAL IMPACT:

Upon approval, this action has an annual cost of approximately \$283,533 with pension costs of \$61,287 already included. The cost is fully funded by miscellaneous department-wide revenue offset per indirect claims.

BACKGROUND:

The Health Services Department is requesting to add two (2) Departmental Human Resources Analyst I positions allocated to its Personnel Division. Currently, there are a total of seven (7) analysts with three assigned to recruitment and classification functions, and four assigned to labor relations functions. The latter provides consultation and guidance to over 300 Division Managers and Supervisors on employee and employer relations matters. The Department currently employs over 4,500 employees in varied classifications represented by seven (7) different labor organizations with their own memorandum of understanding (MOUs).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Jo-Anne Linares, (925)
957-5240

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

Over the years, the Department has experienced an increase in employee and labor relations activities that require adding these positions. Duties and responsibilities include providing advice and guidance on personnel procedures related to the interpretation of MOUs, Personnel Management Regulations, Salary Regulations, Merit System Principles, federal and State laws, Department policies, and County Administrative Bulletins; investigating discrimination/harassment complaints both internal and external including Department of Fair Employment and Housing (DFEH); acting as the Departmental Representative in employee grievances up to and including mediation and arbitration proceedings; working closely with supervisors on employee performance issues to include investigations and determination of the level of disciplinary actions; and working with Counsel in Merit Board and PERB proceedings.

This positions are necessary in order to effectively meet the demands of the Department's employee/employer relations matters and adhere to stringent deadlines in response to grievances, and discrimination and harassment complaints.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Personnel Division will not have adequate staff to respond to labor relations matters, and harassment and discrimination complaints in a timely manner.

ATTACHMENTS

P300 22368_Add 2 Dept HR Analyst I positions in HSD

POSITION ADJUSTMENT REQUEST

NO. 22368
DATE 9/21/2018

Department Health Services

Department No./
Budget Unit No. 0540 Org No. 6547 Agency No. A18

Action Requested: Add two (2) Departmental Human Resources Analyst I (ARVA) positions in the Health Services Department.

Proposed Effective Date: _____

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$283,533.00 Net County Cost _____
Total this FY \$189,022.00 N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Misc dept wide revenue offset per indirect expense claims

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Jo-Anne Linares

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/9/2018

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve Department Request

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

David J. Twa, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 10/9/2018

No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services
Date: October 16, 2018

Subject: Increase Position Hours of Five Licensed Vocation Nurse in Health Services

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22369 to increase the hours of five (5) Licensed Vocational Nurse (VT7G) position #15512 from 32/40 to 40/40; position #15513 from 24/40 to 40/40; position #12057 from 32/40 to 40/40; position #12429 from 24/40 to 40/40 and position #10820 from 24/40 to 40/40 at salary level TAX-1287 (\$4,380.56 - \$5,594.16) in the Health Services Department. (Represented)

FISCAL IMPACT:

If this action is approved, there is an annual cost of approximately \$157,869.99, which includes pension costs of \$56,043.85. The cost is entirely supported with County General Funds.

BACKGROUND:

The Health Services Department is requesting to increase the hours of five (5) Licensed Vocational Nurse positions, as per the Memorandum of Understanding with Teamsters Local 856. With the hours increase, these part-time positions will become full-time to include position #15512 from 32/40 to 40/40, position #15513 from 24/40 to 40/40, position #12057 from 32/40 to 40/40, position #12429 from 24/40 to 40/40 and position #10820 from 24/40 to 40/40. The incumbents have been working the increased hours for the past six months to prevent mandatory overtime and these hours are certified by the Department Manager as

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Jacqueline F. Kidd
(925) 957-5240

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

being operationally necessary to continue the mandated functions of the department, and to ensure patient care at both the Martinez Detention Facility and the West County Detention Facility.

Upon approval, there is an annual cost of approximately \$157,869.99 which includes pension cost of \$56,043.85. The cost is entirely supported with County General Funds.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, both the Martinez Detention Facility and the West County Detention Facility will not have adequate staffing to meet the demand and volume of patient care needed for those we serve.

ATTACHMENTS

P300 22369_Inc Hours of 5 PT LVN equiv to 64 hours in HSD

POSITION ADJUSTMENT REQUEST

NO. 22369
DATE 10/4/2017

Department Health Services

Department No./
Budget Unit No. 0540 Org No. 5700 Agency No. A18

Action Requested: Increase the hours of five permanent part-time Licensed Vocational Nurse (VT7G) position #12429 from 24/40 to 40/40, #15513 from 24/40 to 40/40, #10820 from 24/40 to 40/40, #15512 from 32/40 to 40/40 and position #12057 from 32/40 to 40/40 in the Health Services Department.

Proposed Effective Date: _____

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$157,869.99 Net County Cost _____
Total this FY \$118,402.47 N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% County General Fund

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Jacqueline Kidd

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/9/2018

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve Department Request

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

David J. Twa, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 10/9/2018

No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: October 16, 2018

Subject: Add and Cancel Positions in the Employment and Human Services Department, Community Services Bureau

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22349 to add four (4) Intermediate Clerk-Project (99J3) (represented) positions at Salary Plan and Grade QH5 0946 (\$3,228 - \$3,924), and cancel four (4) Associate Teacher-Project (CJW1) (represented) vacant position numbers 16414, 12918, 6815, and 13324 at Salary Plan and Grade QH5 0643 (\$2,391 - \$2,907) and two (2) Infant/Toddler Associate Teacher -Project (CJW2) (represented) vacant position numbers 14083 and 6879 at Salary Plan and Grade QH5 0643 (\$2,391 - \$2,907) in the Employment and Human Services Department, Community Services Bureau.

FISCAL IMPACT:

Upon approval, this action will result in an annual saving of approximately \$33,066, and net annual pension cost saving of \$6,537. Added positions will be funded with 50% Federal revenue, and 50% State revenue.

BACKGROUND:

The Intermediate Clerk-Project classification is needed to support the Comprehensive Services Unit in the Community Services Bureau with data entry, collection and processing of parent applications and

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Reni Radeva (925)
608-5036

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Reni Radeva

BACKGROUND: (CONT'D)

documentation required for enrolling new children in the Bureau's various child care programs. Further, the Intermediate Clerk-Project positions will be filing and keeping accurate documentation and preparing progress reports required by the program's funding sources. These clerks will provide clerical support to the Comprehensive Services Managers, the Comprehensive Services Assistant Managers, and the Assistant Directors.

The six vacant positions being eliminated are no longer needed due to programmatic changes.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, CSB's Comprehensive Services Unit will not have sufficient staff to perform the services to program families required by the Head Start Performance Standards.

CHILDREN'S IMPACT STATEMENT:

The Employment and Human Services Department, Community Services Bureau supports four of Contra Costa County's community outcomes - Outcome 2: Children and Youth Healthy and Preparing for Productive Adulthood; Outcome 3: Families that are Economically Self Sufficient; Outcome 4: Families that are Safe, Stable and Nurturing; and Outcome 5: Communities that are Safe and Provide a Health Quality of Life for Children and Families. Failure to add the required clerical positions may negatively impact the Bureau's ability to timely and effectively support the outcomes listed above.

ATTACHMENTS

AIR 33996 P300 22349 BOS 10.16.18

POSITION ADJUSTMENT REQUEST

NO. 22349
DATE 9/20/2018

Department EHSD/CSB Department No./
Budget Unit No. 0588 Org No. 1462 Agency No. 019

Action Requested: Add four Intermediate Clerk-Project (99J3) (represented) positions and cancel four Associate Teacher-Project (CJW1) and two Infant/Toddler Associate Teacher-Project (CJW2) positions (represented) in Employment and Human Services Department/Community Services Bureau.

Proposed Effective Date: 10/1/2018

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$297,303.00 Net County Cost \$0.00
Total this FY \$222,977.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 50% Federal & 50% State funding

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Reni Radeva

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Julia Taylor

9/21/2018

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 9/28/2018

Add four (4) Intermediate Clerk-Project (99J3) (represented) positions at Salary Plan and Grade QH5 0946 (\$3,228 - \$3,924), and cancel four (4) Associate Teacher-Project (CJW1) (represented) vacant position numbers 16414, 12918, 6815, and 13324 and two (2) Infant/Toddler Associate Teacher -Project (CJW2) (represented) vacant position numbers 14083 and 6879 at Salary Plan and Grade QH5 0643

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.

_____(Date)

Amanda Monson

9/28/2018

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: _____

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

David J. Twa, Clerk of the Board of Supervisors
and County Administrator

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 9/28/2018

No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: October 16, 2018

Subject: Blue Shield of California Foundation Grant Funding

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept an amount not to exceed \$400,000 from the Blue Shield of California Foundation grant for the Leveraging Collaboration for Domestic Violence Project for the period January 1, 2019 through December 31, 2020.

FISCAL IMPACT:

County to receive an amount not to exceed \$400,000 for a 2-year period from the Blue Shield of California Foundation. No County match is required.

BACKGROUND:

Grant funds are to be used to support the success of a collaborative approach to addressing issues of domestic violence and abuse. The Leveraging Collaborative for Domestic Violence (Collaborative) will create planning and implementation strategies.

Planning strategies for the first grant year may include, but are not limited to community assessment of needs, committee and community assets and priorities; identification of a Collaborative structure and governance structure, and process creation; identification and confirmed engagement of collaborators (organizations, community leaders, County residents, and survivors); definition of shared goals

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Elaine Burres
608-4960

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

and outcomes; development of a portfolio of evidence-based or promising interventions and approaches addressing domestic violence; and, development of a data strategy (collection, analysis, and applications).

Implementation strategies for the second grant year will focus on refinement of Collaborative structure and governance structure, and decision-making processes; expansion of Collaborative membership strategies and approaches to prevention; implementation of a portfolio of evidence-based or promising interventions and approaches; ongoing data collection to evaluate progress and direction of the Collaborative; and, exploration of shared resources for long-term sustainability.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, County would not be able participate in the Leveraging Collaboration for Domestic Violence Project to provide a multifaceted, multisectoral, and coordinated approach to domestic violence and abuse.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: October 16, 2018

Subject: Agreement #28-372-1 with the City of Richmond for its Police Department

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #28-372-1 with the City of Richmond for its Police Department, a government agency, to pay the County an amount not to exceed \$100,000 for the Coordinated Outreach, Referral and Engagement (CORE) Program to provide homeless outreach services, for the period from October 1, 2018 through June 30, 2019.

FISCAL IMPACT:

Approval of this Agreement will allow the County to receive an amount not to exceed \$100,000 from the City of Richmond for its Police Department to provide homeless outreach services. No County match is required.

BACKGROUND:

The CORE Program locates and engages homeless clients throughout Contra Costa County. CORE teams serve as an entry point into the County's coordinated entry system for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families.

Approval of Agreement #28-372-1 will allow County to receive funds to operate the CORE Program and provide services

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Lavonna Martin,
925-608-6701

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: L Walker , M Wilhelm

BACKGROUND: (CONT'D)

to the City of Richmond for its Police Department through June 30, 2019. The County is agreeing to indemnify and hold harmless the Contractor for claims arising out of County's performance under this Contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, County will not receive funding and without such funding, the CORE program may have to operate at a reduced capacity.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: October 16, 2018

Subject: Grant Applications for Rubberized Asphalt Concrete and Chip Seal Projects to CalRecycle

RECOMMENDATION(S):

ADOPT Resolution No. 2018/523 approving and authorizing the Public Works Director, or designee, to submit and accept if awarded, a grant application to the Department of Resources Recycling and Recovery (CalRecycle) for rubberized asphalt concrete and chip seal projects, Countywide.

FISCAL IMPACT:

There is no fiscal impact. This grant opportunity allows the County to receive up to \$350,000 for each successful application from CalRecycle for rubberized concrete and chip seal projects.

BACKGROUND:

CalRecycle provides grants to promote use of recycled content surfacing products derived from recycled California-generated waste tires. Rubberized asphalt concrete and chip seal products can be used to prolong the life of the County's roadway system.

CONSEQUENCE OF NEGATIVE ACTION:

If the application is not approved, the County will not be eligible to receive CalRecycle funds.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Brian Louis 925
313-7039

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

Resolution No.

2018/523

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 10/16/2018 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2018/523

IN THE MATTER OF a Resolution to the Board of Supervisors authorizing submittal of application(s) for all CalRecycle Grants for which Contra Costa County is eligible.

WHEREAS, Public Resources Code section 40000 et seq. authorizes the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle, and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and,

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and,

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors hereby authorizes the submittal of application(s) to CalRecycle for all grants for which Contra Costa County is eligible.

BE IT FURTHER RESOLVED that the Public Works Director, or designee, is hereby authorized and empowered to execute in the name of Contra Costa County all grant documents, including, but not limited to , applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and,

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this resolution.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Brian Louis 925 313-7039

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: October 16, 2018

Subject: Agreement #28-511-38 with the California Department of Resources Recycling and Recovery

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee (Marilyn Underwood), to execute on behalf of the County Grant Agreement #28-511-38 (EA29-18-0070) with the California Department of Resources Recycling and Recovery (CalRecycle), to pay the County an amount not to exceed \$26,520, for continuation of the Local Enforcement Agency (LEA) assistance funds for the Department's Environmental Health Division Solid Waste Program, for the period July 1, 2018 through October 29, 2019.

FISCAL IMPACT:

Approval of this Agreement will result in a payment to the County of \$26,520 for the Department's Solid Waste Program. No County match is required.

BACKGROUND:

On September 12, 2017, the Board of Supervisors approved Grant Agreement #28-511-36 from CalRecycle for the LEA Grant Program, to provide funding for the Department's Environmental Health Division Solid Waste Program, for the period from July 1, 2016 through October 29, 2017. On May 8, 2018, the Board of Supervisors authorized the Health Services Department to

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Marilyn Underwood,
925-692-2521

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Tasha Scott, Marcy Wilhelm

BACKGROUND: (CONT'D)

submit funding application #28-511-37 for continuation of funding for the Solid Waste Program.

Approval of this Grant Agreement #28-511-38 will allow the County to use the funds solely for the support of the solid waste facilities permit and inspection programs, including personnel, training, equipment, supplies, and technical support. This Agreement includes agreeing to indemnify and hold harmless the Grantor from any claims arising out of the performance of this Grant Agreement, through October 29, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this Agreement is not approved, the County will not receive funds to support its solid waste facilities permit and inspection programs.



**Contra
Costa
County**

To: Board of Supervisors
From: Diana Becton, District Attorney
Date: October 16, 2018

Subject: Approval to Submit an Application and Execute a Grant Award for funding of Organized Automobile Fraud Activity Interdiction Program

RECOMMENDATION(S):

ADOPT Resolution No. 2018/520 to approve and authorize the District Attorney, or designee, to submit an application and execute a grant award agreement, and any extensions or amendments thereof, pursuant to State guidelines, with the California Department of Insurance for funding of the Organized Automobile Fraud Activity Interdiction Program in the amount of \$490,160 for FY 2018/2019, \$515,690 for FY 2019/2020 and \$542,479 for FY 2020/2021. The total amount for three year program is \$1,548,329 for the period of July 1, 2018 through June 30, 2021.

FISCAL IMPACT:

The grant will fund salaries and benefits for 1 FTE Attorney, 1 FTE Senior Inspector and 1 FTE Legal Assistant. Supplantation is prohibited. (100% State Funds - no match required).

BACKGROUND:

The State Legislature has determined that one of the significant factors driving up the cost of automobile insurance is fraud. The Organized Automobile Fraud Activity Interdiction Program award is allocated from funds received per Insurance Code 1874.8, whereby each insurer

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Elizabeth Molera (925)
957-2205

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

doing business in California pays an annual fee of \$0.50 for each vehicle insured under an insurance policy it issues in this states. A portion of the assessment amount is earmarked for distribution to District Attorneys for enhanced investigation and prosecution of organized automobile insurance fraud.

CONSEQUENCE OF NEGATIVE ACTION:

The District Attorney's Office will not be able to apply for and accept the grant.

ATTACHMENTS

Resolution No. 2018/520

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 10/16/2018 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2018/520

IN THE MATTER OF Funding for the Organized Automobile Fraud Activity Interdiction Program.

WHEREAS, the Board of Supervisors, Contra Costa County, desires to undertake a certain project designated as the Organized Automobile Fraud Activity Interdiction Program to be funded in part from funds made available under the authority of California Insurance Code Section 1874.8, and administered by the California Department of Insurance.

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of the County of Contra Costa, or designee, is authorized on its behalf to submit a grant proposal to the California Department of Insurance and is authorized to execute, on behalf of the Board of Supervisors, the Grant Award Agreement, including any extensions or amendments thereof.

IT IS AGREED that any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and the California Department of Insurance disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that the grant funds received hereunder shall not be used to supplant expenditures previously authorized or controlled by this body.

This resolution will supersede Resolution No. 2018/437.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Elizabeth Molera (925) 957-2205

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Diana Becton, District Attorney
Date: October 16, 2018

Subject: 2018/19 Automobile Insurance Fraud Prosecution Grant Application

RECOMMENDATION(S):

ADOPT Resolution No 2018/535 approving and authorizing the District Attorney, or designee, to submit an application and execute a grant award agreement, and any extensions or amendments thereof, pursuant to State guidelines, with the California Department of Insurance for funding of the Automobile Insurance Fraud Prosecution Program in the amount of \$732,709 for the period July 1, 2018 through June 30, 2019

FISCAL IMPACT:

\$732,709. 100% State, no county match. The grant will fund salaries and benefits for Attorney, Senior Inspector, Legal Assistant, and small amounts of other staff time assigned to the program. Supplantation is prohibited.

BACKGROUND:

The State Legislature has determined that one of the significant factors driving up the cost of automobile insurance is fraud. While fraud is recognized as a growing problem across the country, California is an area of concerted criminal activity in insurance fraud. The Automobile Insurance Fraud Prosecution award is allocated from a trust fund financed by an assessment per insured vehicle, payable by the insurer. A portion of the assessment amount is earmarked for distribution to County District Attorney Offices for enhanced prosecution of automobile fraud.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Elizabeth Molera, (925)
957-2205

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The District Attorney's Office will be unable to apply for and accept the grant.

CHILDREN'S IMPACT STATEMENT:

No impact.

ATTACHMENTS

Resolution No. 2018/535

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 10/16/2018 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2018/535

IN THE MATTER OF: Funding for the Automobile Insurance Fraud Prosecution Program.

WHEREAS, the Board of Supervisors, Contra Costa County, desires to undertake a certain project designated as the Automobile Insurance Fraud Prosecution Program to be funded in part from funds made available under the authority of California Insurance Code Section 1872.8, California Code of Regulations, Title 10, 2698.60 and administered by the California Department of Insurance.

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of the County of Contra Costa, or designee, is authorized on its behalf to submit a grant proposal to the California Department of Insurance and is authorized to execute, on behalf of the Board of Supervisors, the Grant Award Agreement, including and extensions or amendments thereof.

IT IS AGREED that any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and the California Department of Insurance disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that the grant funds received hereunder shall not be used to supplant expenditures previously authorized or controlled by this body.

This resolution will supersede Resolution No. 2018/211.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Elizabeth Molera, (925) 957-2205

By: , Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Robin Lipetzky, Public Defender
Date: October 16, 2018

Subject: Contract Amendment with The Justice Management Institute (Contract No. 45508)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Defender, or designee, to execute a contract amendment with The Justice Management Institute decreasing the payment limit by \$6,000 to a new total payment limit of \$110,886, eliminating the County's obligation to pay travel related expenditures and extending the termination date from October 1, 2018 to September 30, 2019.

FISCAL IMPACT:

There are no additional costs to County. (Cost savings of \$6,000)

BACKGROUND:

The Smart Defense Initiative grant funded by the Federal Bureau of Justice funds County's contract with The Justice Management Institute (contract no. 45508). This funding supports the West County Misdemeanor Early Representation Program (MERP) which is designed to provide immediate representation for persons cited for misdemeanor offenses, so as to reduce incarceration and collateral consequences stemming from failures to appear (FTA's) for indigent clients in Richmond, CA. This grant also provides funding

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Joanne Sanchez-Rosa,
925-335-8065

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

for The Justice Management Institute to assist with program design, implementations and tracking of multiple data points to evaluate program performance. The request to amend the contract with The Justice Management Institute will allow the Contractor to extend the term of their work with the Program to complete milestones as written in the original contract with no additional funding required.

CONSEQUENCE OF NEGATIVE ACTION:

If the amendment is not approved, The Justice Management Institute would no be able to continue to perform its consulting services associated with the grant funding requirements which may result in some tasks and milestones not being achieved.

ATTACHMENTS



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: October 16, 2018

Subject: Contract #26-768-8 with Frederick J. Nachtwey, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Contract #26-768-8 with Frederick J. Nachtwey, M.D., an individual, in an amount not to exceed \$384,000 to provide pulmonary services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers for the period November 1, 2018 through October 31, 2021.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On October 17, 2017, the Board of Supervisors approved Contract #26-768-7 with Frederick J. Nachtwey M.D., to provide pulmonary services at CCRMC and Contra Costa Health Centers, for the period November 1, 2017 through October 31, 2018.

Approval of Contract #26-768-8, will allow Contractor to continue to provide pulmonary services at CCRMC and Contra Costa Health Centers, through October 31, 2021.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Samir Shah, M.D. (925)
370-5525

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: A. Floyd , M. Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients at CCRMC and Contra Costa Health Centers would not have access to Contractor's services.



Contra
Costa
County

To: Board of Supervisors
From: Sharon Offord Hymes, Risk Manager
Date: October 16, 2018

Subject: Blanket Purchase Order with Ventiv Technology, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of Risk Management, to execute a purchase order with Ventiv Technology, Inc., in the amount of \$230,305 for workers' compensation and liability claims management system maintenance and annual software licensing for the period from October 1, 2018 through September 30, 2019 as recommended by the Director of Risk Management.

FISCAL IMPACT:

Costs are supported through Countywide inter-departmental charges to the Internal Service Funds for workers' compensation and general liability.

BACKGROUND:

Ventiv Technology, Inc., provides the iVOS claims management system used by Risk Management to process current and historical claims data for administration of claims, premium charges, actuarial analysis and identification of loss trends.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Sharon Hymes-Offord,
(925) 335-1450

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

County will not have licensing for the workers' compensation and liability claims management system software.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: October 16, 2018

Subject: Contract #77-172 with Wound MD, PC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-172 with Wound MD, PC, a professional corporation, in an amount not to exceed \$500,000, to provide physician wound care services for Contra Costa Health Plan (CCHP) patients residing in health care facilities, for the period October 1, 2018 through September 30, 2020.

FISCAL IMPACT:

This Contract is funded 100% by CCHP Enterprise Fund II.

BACKGROUND:

Under Contract #77-172, the Contractor will provide physician wound care services for CCHP patients residing in Health Care facilities, for the period October 1, 2018 through September 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP members will not receive the benefits of physician wound care services from the Contractor.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Patricia Tanquary,
925-313-6004

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: October 16, 2018

Subject: Purchase Order with VigiLanz Corporation for Dynamic Monitoring Suite Renewal

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Director, to execute (1) a purchase order with VigiLanz Corporation, in an amount not to exceed \$178,528 for the renewal of Dynamic Monitoring Suite software maintenance, support and hosting for the period January 1, 2019 through December 31, 2020, and (2) Amendment No. 1 to Software As A Service (SAAS) License Agreement.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I Budget.

BACKGROUND:

VigiLanz Dynamic Monitoring Suite is a complete real-time decision support and care management solution for our clinical pharmacies. VigiLanz helps clinical pharmacists conduct more thorough medication real-time oversight to identify, anticipate and prevent Adverse Drug Events (ADEs). VigiLanz provides the solution through a Software as a Service (SaaS) arrangement and hosts the software and data.

Approval of the renewal will allow the vendor to continue providing services through December 31, 2020.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Patrick Wilson,
925-335-8700

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Tasha Scott, Marcy Wilhelm, Allyson Eggert

BACKGROUND: (CONT'D)

The Agreement obligates the County to indemnify VigiLanz for losses arising out of (i) the diagnosis, care and treatment of County's patients, (ii) County's breach of the agreement; and (iii) any negligence, gross negligence or intentional misconduct by County in performing under the agreement.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to renew this application could cause pharmacists not to be alerted to drug interactions, which could cause Adverse Drug Events (ADEs) in patients.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: October 16, 2018

Subject: Extension Agreement #76-553-2 with The Regents of the University of California, San Francisco

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Extension Agreement #76-553-2 with The Regents of the University of California, San Francisco, a California Constitutional Corporation, to extend the termination date from November 30, 2018 to November 30, 2020 with no change in the original payment limit of \$50,000 to continue to provide pediatric cardiology services.

FISCAL IMPACT:

None, there is no change in the Contract Payment Limit of \$50,000. This Contract is funded by 100% Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On December 20, 2016, the Board of Supervisors approved Contract #76-553 (as amended by extension agreement #76-553-1), with The Regents of the University of California, San Francisco, a California Constitutional Corporation, for the provision of pediatric cardiology services, including, fetal echocardiograms and electrocardiograms for the Pediatrics Unit at Contra Costa Regional Medical Center (CCRMC) through November 30, 2018. This agreement includes mutual indemnification.

Approval of Contract Extension Agreement #76-553-2 will allow Contractor to continue providing pediatric cardiology services through November, 30, 2020.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Samir Shah, M.D.,
925-370-5525

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: D Morgan, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this extension is not approved, Contractor will not continue to provide pediatric cardiology services at CCRMC.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: October 16, 2018

Subject: Purchase Order with Polymedco, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an amendment to Purchase Order #F01880 with Polymedco, Inc., to increase the payment limit by \$300,000 to a new payment limit of \$780,000 for reagents and supplies to perform immunochemical fecal occult blood testing for the Clinical Laboratory at Contra Costa Regional Medical Center (CCRMC), with no change in the original term of September 1, 2015 through August 31, 2019.

FISCAL IMPACT:

100% Hospital Enterprise Fund I Budget.

BACKGROUND:

Polymedco's OC-Auto Micro 80 Analyzer with fecal occult blood (FOB) reagents is an automated immunochemical FOB testing system that detects human red cells only with no interferences from red meat, turnips, melons, aspirin, anti-inflammatory drugs and vitamin C. This improvement directs many more of the "right" patients to colonoscopy leading to the earlier detection of polyps and colorectal cancer. The Laboratory is sending greater quantities of the cancer detection test to patients in an effort to get more people to return them and be screened.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Jaspreet Benepal,
925-370-5101

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Tasha Scott, Marcy Wilhelm, Margaret Harris

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, the CCRMC Clinical Laboratory will not be able to perform patient testing for colorectal cancer.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: October 16, 2018

Subject: Purchase Order with Smith and Nephew, Inc

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a Purchase Order with Smith and Nephew, Inc., in an amount not to exceed \$600,000 for the purchase of medical supplies for the Operating Room at Contra Costa Regional Medical Center (CCRMC), for the period from January 1, 2019 through December 31, 2020.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I Budget.

BACKGROUND:

This Purchase Order request is for medical supplies like anchors necessary for orthopedic surgeries to repair rotator cuff tear of the shoulder and repair of the anterior and posterior cruciate ligament of the knee, gynecological surgery using TruClear System which is a tissue removal device allowing the surgeon to do surgery in a minimally invasive technique; Ear, Nose and Throat procedures like tonsillectomy, adenoidectomy, laryngeal polypectomy and sinus surgery. CCRMC orders coblators used to remove tissues at a low relative temperature resulting in a minimal thermal damage to surrounding soft tissue. This vendor has been providing quality medical supplies to CCRMC for more than a decade and is widely used.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Jaspreet Benepal,
925-370-5101

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Tasha Scott, Marcy Wilhelm, Margaret Harris

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, the CCRMC Operating Room will not be able to perform surgeries mentioned above.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: October 16, 2018

Subject: Purchase Order for Bay Cities Produce, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a Purchase Order with Bay Cities Produce Inc. in an amount not to exceed \$550,000 for the purchase of perishable pre-prepared produce and dairy products for the Contra Costa Regional Medical Center (CCRMC) for the period from November 1, 2018 through October 31, 2020.

FISCAL IMPACT:

100% budgeted in the Hospital Enterprise Fund I budget.

BACKGROUND:

Bay Cities Produce, Inc. prepares and distributes perishable produce and dairy products. These supplies are used to feed CCRMC's patient population and employees. The amount of money has been increased, as we will purchase dairy for patients through this vendor, due to the fact that they deliver to CCRMC six days a week.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, patients will not be fed, which affects patient care.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Jaspreet Benepal,
925-370-5101

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Tasha Scott, Marcy Wilhelm, Margaret Harris



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: October 16, 2018

Subject: Amendment to Purchase Order with D.T. Davis Enterprises, LTD. (dba Hovertech International)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an amendment to Purchase Order #F06494 with D.T. Davis Enterprises, Ltd. (dba Hovertech International), a Corporation, to increase the Payment Limit by \$200,000 to a new payment limit of \$425,000 for the purchase of hovermatt slings and other equipment and supplies for the Contra Costa Regional Medical Center (CCRMC) with no change in the original term of December 1, 2016 through November 30, 2019.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I Budget. The equipment is estimated to pay for itself within three years due to the reduction of injuries and lost work hours.

BACKGROUND:

Hovertech International provides hovermatts, hovermatt slings and other products for moving patients. The use of these products is now mandated by law in order to reduce the possibility of injuries to staff while moving patients. The first year trial was so successful that the equipment is being obtained for more units at CCRMC and, therefore, it is necessary to add money to the purchase order.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Jaspreet Benepal,
925-370-5101

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Tasha Scott, Marcy Wilhelm, Patty Derose

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order amendment is not approved CCRMC and the Contra Costa Health Centers will have much more difficulty in moving patients and increase the risk of staff injuries.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: October 16, 2018

Subject: Amendment to Purchase Order with Sanofi Pasteur, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, an amendment to Purchase Order #F11121 with Sanofi Pasteur, Inc., to increase the payment limit by \$150,000 to a new payment limit of \$375,000, for the purchase of vaccines and injectable medications at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period from January 1, 2018 through December 31, 2018.

FISCAL IMPACT:

100% funding is included in the Enterprise Fund I budget.

BACKGROUND:

Sanofi Pasteur, Inc. furnishes pharmaceuticals for patient care provided at CCRMC and Health Centers. These vaccines and other injectable medications are essential in patient care. We have been purchasing vaccines and other injectable medications from Sanofi Pasteur since 2007.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, CCRMC will not be able to provide needed vaccines and other pharmaceutical products to the patient population at CCRMC and Health Centers. As a health care organization, CCRMC must provide needed vaccinations to the patient population in order to prevent disease, as well as prevent the spread of disease.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Jaspreet Benepal,
925-370-5101

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Tasha Scott, Marcy Wilhelm, Irene Segovia



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: October 16, 2018

Subject: Contract #77-185 with South Springs Home Health Care, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, on behalf of the County Contract #77-185 with South Springs Home Health Care, Inc., a corporation, in an amount not to exceed \$350,000 to provide home health care services for Contra Costa Health Plan (CCHP) members for the period from October 1, 2018 through September 30, 2020.

FISCAL IMPACT:

This contract is funded 100% by CCHP Enterprise Fund II.

BACKGROUND:

Under Contract #77-185, the Contractor will provide home health care services to CCHP members for the period October 1, 2018 through September 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP members will not have access to the home health care services from the Contractor.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Patricia Tanquary,
925-313-6004

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: K Cyr, M Wilhelm



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: October 16, 2018

Subject: Change to Purchase Order #011831 with Kompan Playgrounds, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to amend a purchase order, on behalf of the Employment and Human Services Department, with Kompan Playgrounds, Inc. to increase the payment limit by \$99,000 from \$150,000 for a new payment limit not to exceed \$249,000 for playground equipment at county childcare centers and to extend the term from January 31, 2019 to January 31, 2020.

FISCAL IMPACT:

This action increases purchase order #011831 by \$150,000 to a total amount of \$249,000. The cost increase is covered by the Bureau's Federal Head Start funding.

BACKGROUND:

Kompan collaborates with designers and city developers to deliver fun and intelligent solutions for children who have limited time for physical activities. This request is to increase the payment limit and extend the term of the purchase order to cover additional costs for playground installations, at additional facilities. The two playground installations currently in progress are at an estimated cost of \$94,000. A few smaller scale playground projects to meet the need for age appropriate playground equipment for toddlers, are pending. These additional projects are needed to ensure all playground equipment at county-run facilities meet Title 22 childcare requirements. Kompan certifies that all installed playgrounds meet nationally recognized ASTM testing standards and criteria, to reduce the risk of life threatening and debilitating injuries.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: CSB, (925)
681-4267

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Nasim Eghlima, Adriana Arco, Haydee Ilan

CONSEQUENCE OF NEGATIVE ACTION:

Without the increased purchase order, Early Head Start child care enters would not adequately meet the age appropriate needs of infant-toddler aged children.

ATTACHMENTS



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: October 16, 2018

Subject: 2018-19 Orantes, LLC Childcare Services Contract

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Orantes, LLC dba Tiny Toes Preschool, in an amount not to exceed \$107,000 to provide Early Head Start Childcare Partnership program services, for the period April 1, 2018 through June 30, 2019.

FISCAL IMPACT:

This contract is 100% funded by federal grant funds from the Administration for Children and Families, Head Start Program. There is no County match requirement.
[CFDA 93.600]

BACKGROUND:

Contra Costa County receives funds from the U.S. Department of Health and Human Services, Administration for Children and Families (ACF) to provide Head Start and Early Head Start program services to program eligible County residents. The Employment and Human Services Department, in turn, contracts with a number of community-based organizations to provide a wider distribution of services. This contract is to provide 8 Early Head Start program slots for children ages birth to 3 years. The contract also provides start up funding in the amount of \$10,000 and program improvement funding in the amount of \$32,000. The program improvement funding is a one time allocation for facilities improvements.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: CSB (925)
681-6334

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Nelly Ige, Haydee Ilan

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not be able to fund additional childcare slots and provide start up funds for its community based agency partner, Orantes, LLC.

CHILDREN'S IMPACT STATEMENT:

The Employment and Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: Children Ready for and Succeeding in School, Outcome 3: Families that are Economically Self-sufficient, and Outcome 4: Families that are Safe, Stable, and Nurturing. These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: October 16, 2018

Subject: Unpaid Student Training Agreement #26-511-2 with Napa Valley Community College District

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-511-2, the Unpaid Student Training Agreement with Napa Valley Community College District, an educational institution, to provide supervised field instruction at Contra Costa Regional Medical Center for its Contractor's respiratory therapy students for the period from October 1, 2018 through September 30, 2023.

FISCAL IMPACT:

This is a non-financial agreement.

BACKGROUND:

The purpose of this agreement is to provide Napa Valley Community College District respiratory therapy with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation. The Health Services Department can provide the requisite field education, while at the same time, benefit from the students' services to patients.

Under Unpaid Student Training Agreement #26-511-2, Napa Valley Community College District will receive supervised fieldwork instruction experience, at the Contra Costa Regional Medical Center and Health Centers, through September 30, 2023.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Jaspreet Benepal,
925-370-5101

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: D Morgan, M WILHELM

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the students will not receive supervised fieldwork instruction experience at the Contra Costa Regional Medical Center and Health Centers.



Contra
Costa
County

To: Board of Supervisors
From: HIRING OUTREACH OVERSIGHT COMMITTEE
Date: October 16, 2018

Subject: EEO Annual Outreach and Recruitment Report

RECOMMENDATION(S):

ACCEPT the Annual Post-Consent Decree EEO Strategic Outreach and Department Specific Goals Report.

FISCAL IMPACT:

None

BACKGROUND:

In April of 2014, the Human Resources Department convened a Recruitment Opportunities Work Group consisting of representatives from the Human Resources Department, Office of the County Counsel, and the Affirmative Action/Equal Employment Opportunity Officer. The County Administrator tasked the Work Group with establishing a post-Consent Decree framework to ensure that the County workforce reflects the diversity of the County and provides equal employment opportunities for all qualified persons seeking employment with the County and districts governed by the Board of Supervisors; evaluating ways in which the diversity of the County work force can be enhanced with targeted recruitments; and improving the County's

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Antoine Wilson,
925-335-1455

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND: (CONT'D)

outreach efforts.

The Work Group recommended to the Hiring Outreach Oversight Committee an Equal Employment Opportunity Plan that included pro-active measures to promote a workplace that is reflective of the communities we serve and values the diversity of its employees. These proactive measures are two-fold; 1) Strategic Outreach emphasizing under-represented groups with specific efforts made to the following populations: Veterans, Disabled, AB109, Re-entry, Women and Minorities; and 2) Department Specific EEO Plans that are developed to address under-representation of ten percent (10%) or more in the following self-identifying categories: Male, Female, Asian, Black, Hispanic, White, American Indian/Alaska Native, Native Hawaiian and Pacific Islander, and two or more races.

The specific outreach efforts are modified annually by the County's EEO Officer to reflect the Board of Supervisor's strategic outreach efforts and the County's workforce statistics. Departments experiencing an under-representation of ten percent (10%) or more in the identified categories will report to the Hiring Outreach Oversight Committee at the beginning of each fiscal year on: 1) the details of their EEO Plan; and 2) the results of their efforts to reduce the under-utilization in identified categories during the previous fiscal year. On October 1, 2018, EEO presented the annual report to the Hiring Outreach Oversight Committee which was reviewed and approved.

CONSEQUENCE OF NEGATIVE ACTION:

The County will not be proactive in reaching out to qualified underrepresented groups within our workforce to bolster and diversify our applicant pool, which could result in discrimination complaints and lawsuits.

ATTACHMENTS

Annual EEO Outreach and Recruitment Report

CONTRA COSTA COUNTY



OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY

FY 2017-2018 OUTREACH REPORT

FY 2018-2019 OUTREACH PLANS

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BACKGROUND

In April of 2014, the Human Resources (HR) Department convened a Recruitment Opportunities Work Group consisting of representatives from the Human Resources Department, Office of the County Counsel, and the Office of Equal Employment Opportunity (EEO). The County Administrator tasked the group with establishing a post-Consent Decree framework to ensure that the County's workforce reflected the demographics of the communities we serve. Outreach was created to explore new and innovative ways to reach people who are under-represented¹ in the County's workforce. The goal is to provide equal employment opportunities for all qualified persons seeking employment with the County and special districts governed by the Board of Supervisors.

On July 1, 2015, the County implemented its outreach and recruitment plans for Fiscal Year (FY) 15-16. The goals of the plans were to promote equity and inclusion throughout the County's workforce. County departments along with EEO were instructed to conduct strategic outreach and recruitment efforts, which were specifically designed to reach qualified under-represented groups within the constituents we serve.

METHODOLOGY

In order to determine under-representation in each department, the EEO Officer annually compares the County's workforce data to the availability of qualified people who reside in the local labor market and are 16 years or older. The County's workforce data within this report is derived from employment records from the Human Resources database. The local labor market data is compiled by the 2010 United States Department of Census Bureau (Census) using the Equal Employment Opportunity Tabulation (EEO Tabulation), which is a benchmark for comparing the gender and racial makeup of an organization's workforce. It examines labor force diversity using Census data and is produced for federal agencies responsible for monitoring employment practices and enforcing civil rights laws for the workforce.

The current County reporting format showcases the use of statistical data to determine under-representation within the department as a whole. EEO conducted utilization analysis by race and gender as defined by the occupational categories within each department. An occupational category is a broad grouping of job classes which require similar levels of skill and training. The analysis relies on subtraction: the percentage of employees in the business's workforce in a particular job category, cross-classified by race, national origin and sex, minus the percentage of workers in the same job category in the relevant labor market, also cross-classified by race, national origin and sex². For example, if the business's Workforce Analysis Chart shows 40 percent Asian males in the Professionals job category, and if the community labor statistics table shows that in the relevant labor market, 20 percent of Professionals are Asian males, then the business is underusing Asian males in the job category by 20 percent.

¹ Dictionary.com defines underrepresentation as giving inadequate representation to; represent in numbers that are disproportionately low.

² As defined by the Department Of Justice Office of Justice Programs Equal Employment Opportunity Plans

TOTAL COUNTY WORKFORCE

As of December 31, 2017, Contra Costa County employed 9176 employees. Each department with underrepresentation of 10% or more in the gender, race and /or ethnicity³ categories is required to create a strategic outreach and recruitment plan which addresses the deficiencies and outreach needed. Representation rates, which are presented in percentages, are estimated indicators of whether or not a particular racial/ethnic or gender group is represented at a level comparable to the group's existence in the labor market. Departments provide steps that will be taken to assist in increasing the applicant flow of qualified individuals for the under-represented group(s). The County's job classes are determined by HR and assigned to an occupational category based upon the United States Equal Employment Opportunity Commission's definitions⁴.

Applicant flow analysis is an important component of outreach that helps the County determine the success of its outreach program. Applicant flow is the analysis of selection rate adjustments for a particular job and is used for record keeping and statistical purposes⁵. Employers are to provide applicants the option to self-identify or decline to submit the supplemental classification information which identifies gender, race and/or ethnicity. If an individual declines to self-identify, the individual's reporting data will not be included in the final tally.

The departments are required to reach out to individuals depending on where their underrepresentation exists. Each racial, ethnic and gender category is separate from the other and requires departments to participate in outreach to all groups where it has been determined that low representation exists.

As the County's EEO Officer, I am responsible for conducting outreach efforts to community based organizations (cbos). The outreach efforts place an emphasis on attracting under-represented groups within the County's workforce through ongoing marketing efforts. It is designed to meet them at the transaction level and provide County employment information to management teams, rank and file employees and the agency's clientele.

Community outreach is an important part of EEO's strategic plan to help the County reach underserved populations. Our plan is to bring the County and the community together to help eradicate barriers to employment. In order to make this endeavor successful, we must build stronger relationships with one another. It is important for our communities to know who the County is and what we have to offer them.

Outreach is specific to organizations whose clientele consists of veterans, women, disabled, re-entry, low income, faith-based, Hispanics, Blacks, Asians, and the homeless. From July 1, 2017 through June 30, 2018, EEO conducted nearly 500 outreach and recruitment efforts, which included meetings, teleconferences and seminars with agency staff and/or clients from organizations listed on the next page.

³ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably.

⁴ See Page 9-10 of this report for the definitions of the 8 occupational categories.

⁵ All institutions receiving federal contracts are obligated by federal law to track gender and race data for all candidates submitting applications for employment to the business. By law, the information cannot be a component of the employment determination, nor can it be used for consideration.

Organization	Contacts	Outreach Efforts
ANKA Behavioral Health	Kimberly Sayer	26
Asian Pacific Environmental Network	Puja Duhal	9
Bay Area Peacekeepers	Gonzalo Rucobo	7
Bay Area Rescue Mission	Jonathan Russell	9
Beat the Streets, Inc.	Tracey Tate-Jones	7
Community Housing Development	Janine Shaheed	21
Contra Costa Food Bank	Caitlin Sly Larry Sly	41
Contra Costa Interfaith Housing	Deane Pearn	8
Del Valley Education Center	Daryl Coachman	4
Department of Rehabilitation	Erica Watkins	10
Futures Explored	Jenny McKeon	21
Health Right 360	Edina Rahmanovic	10
Home Base	Erica McWhorter	17
Lao Family Community Development	Brad Meyer	11
Latina Center	Miriam Wong Gloria Alvarez	5
Los Medanos College	Prof. Sylvester Henderson Rachel Anicetti	4
Men and Women of Purpose	Antwoin Cloird	6
Men and Women of Valor	Pamela Saucer-Bilbo	14
Monument Impact	Elba Velasquez	20
New Life Church Family Worship Center	Mark Hernandez	2
Opportunity Junction	Shannel Arce	19
Reach Project, Inc.	Mickie Marchetti	15

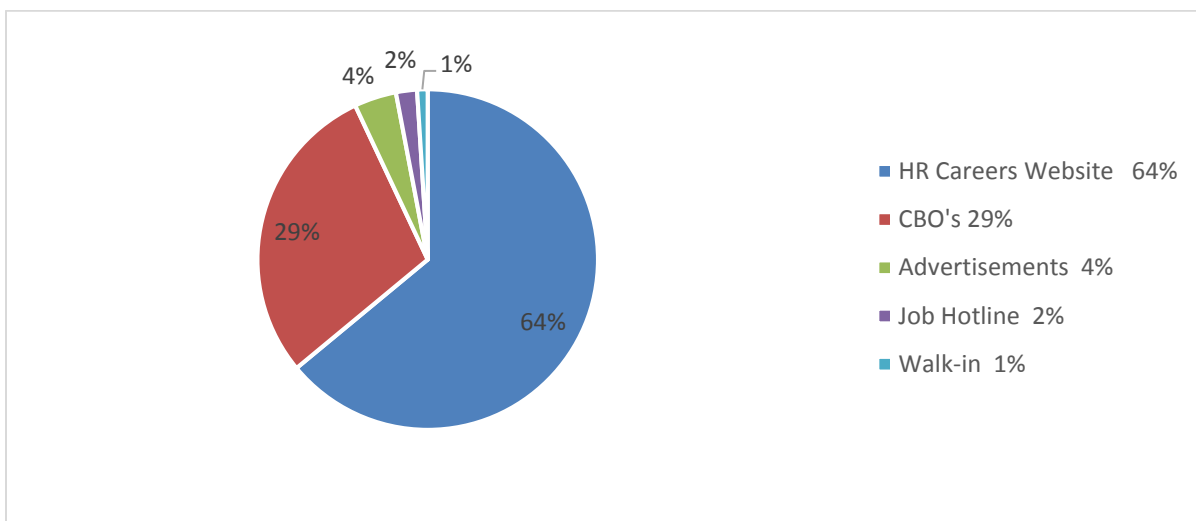
Richmond Emergency Food Pantry	Patricia Davidson	7
Rubicon	Tracey Rodarte Young	12
Concord Goodwill	Jerry Jones	13
Eastbay Goodwill	Nicole Scales(Richmond) & Glory Pastrana(Antioch)	48
Salvation Army	Cynthia Hodges	6
San Pablo Economic Development Corp.	Leslie Choy	17
Shelter Inc.	Lindsey Drolette	8
Shepherds Gate	Taryn Schuck/Mary Norcross	10
St. Vincent de Paul	Melanie Benitez	5
Stand! For Families	Angela Sanchez	3
Trends	Narda Mamou	5
Victory Outreach Richmond	Curtis Royster	7
Village Community Resource Center	Beth Leverich	3
Pittsburg Baptist Church	Pastor Edward Lemons	3

FY 2018- 2019 OUTREACH PLAN

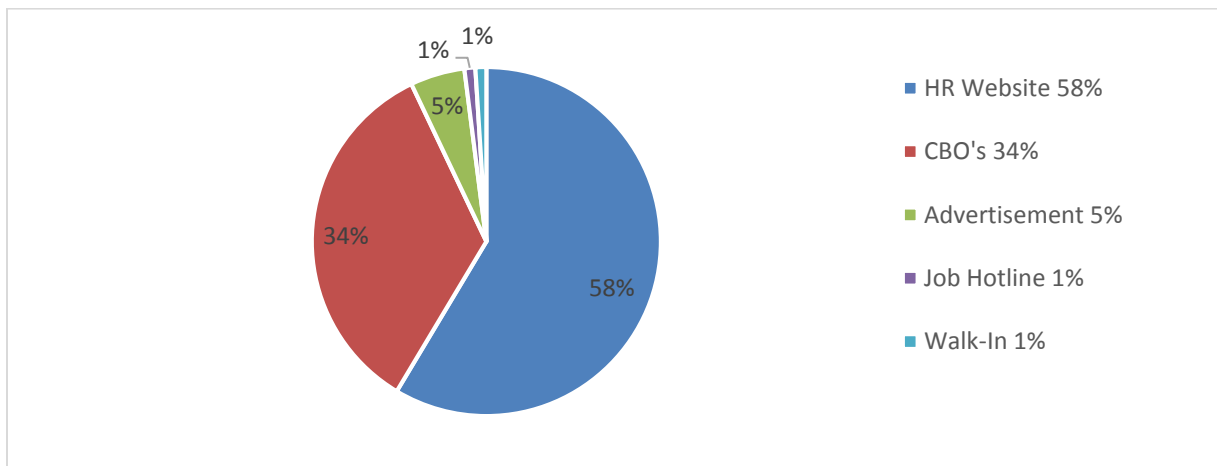
The County relies on each department to outreach to its under-represented groups within the workforce to diversify our applicant flow. Applicant flow helps to measure how fair and inclusive our outreach programs are. It helps the County to review and determine if past outreach practices were proactive, strategic, and effective. It also assists the County in removing barriers. The County's applicant flow pipeline is broken into 5 categories listed below. For FY 17-18, The County received 26,822 applications whereas in FY 15-16, the County received 24,843 applications. Tables 1 and 2 indicate where the applicant heard about the job opportunity.

OUTREACH DISTRIBUTION

**TABLE 1
FY 15-16**



**TABLE 2
FY 17-18**



Tables 1 and 2 illustrate the County’s outreach and recruitment efforts over the last three fiscal years. The tables show that the County’s community based outreach increased our applicant flow by 5% during the relevant time. We attribute this increase to the partnerships that have been developed and nurtured over the last several years by the County departments, HR and EEO with the communities that we serve.

The number of applicants who self-identified their gender, race and/or ethnicity for FY15-16 was 27,217. The number of applicants who self-identified their gender, race and/or ethnicity for FY17-18 was 26,822. The gender and racial/ethnicity makeup for applications received are listed below:

**TABLE 3
APPLICANT FLOW**

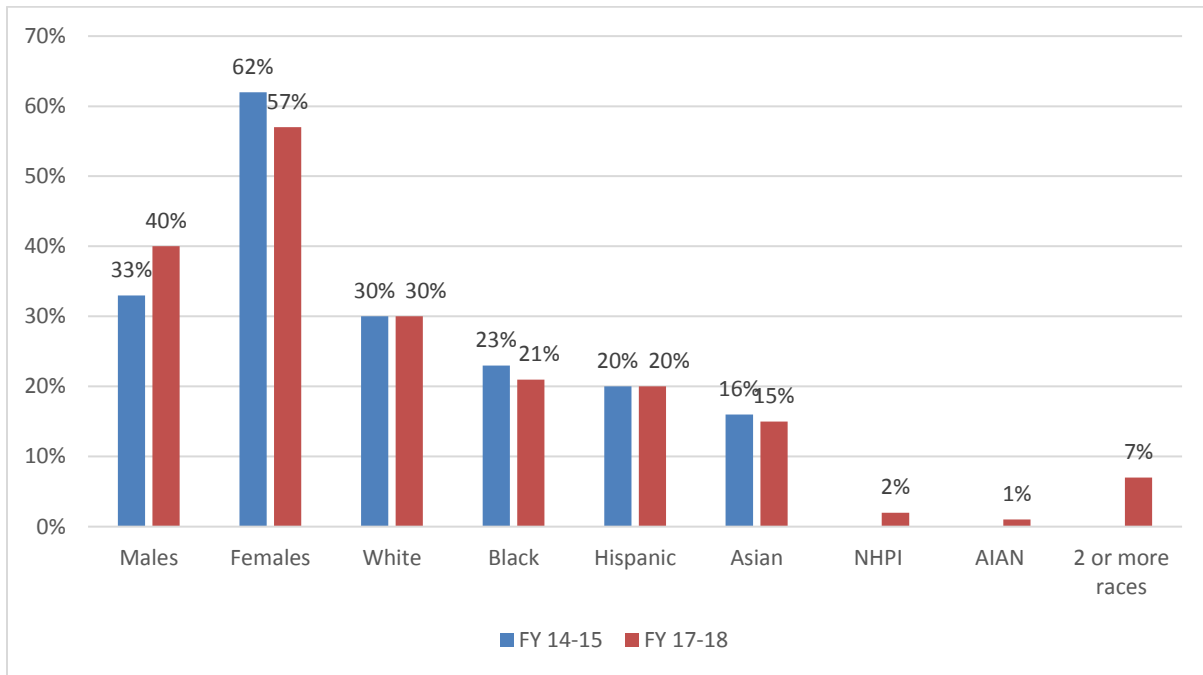
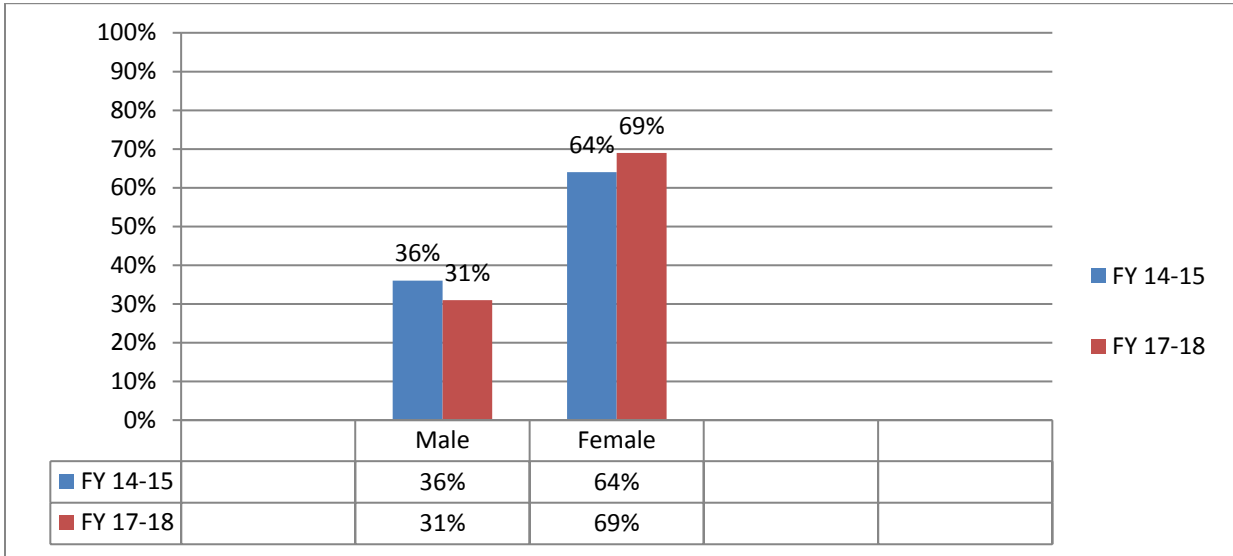


Table 3 illustrates the applicant flow by gender and race that reveals the following:

- The participation of males who submitted applications increased from 33% in FY14-15 to 40% in FY17-18.
- The participation of females who submitted applications decreased from 62% in FY14-15 to 57% in FY17-18.
- The participation of whites who submitted applications remained steady at 30%.
- The participation of blacks who submitted applications decreased from 23% in FY14-15 to 21% in FY17-18.
- The participation of Hispanics who submitted remained steady at 20%
- The participation of Asians who submitted applications decreased from 16% in FY14-15 to 15% in FY17-18.
- NHPI, AIAN and two or more races categories were not tracked prior to the last fiscal year.

**NEW HIRE DATA BY GENDER
FY 14-15 AND FY 17-18
TABLE 4**



- The percentages of males who were hired decreased from 36% in FY14-15 to 31% in FY17-18.
- The percentages of females who were hired increased from 64% in FY14-15 to 69% in FY17-18.

**CONTRA COSTA COUNTY NEW HIRE DATA
BY RACE
FY 14-15 AND FY 17-18
TABLE 5**

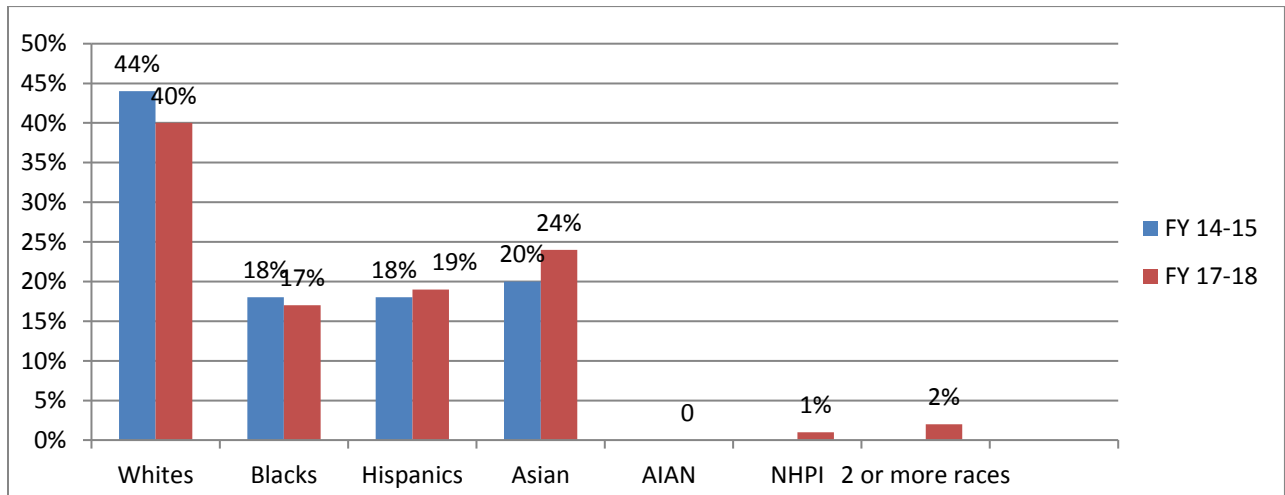


Table 5 illustrates the percentages of people hired during FY 14-15 and FY 17-18 based on race/ethnicity. The statistical analysis is listed below:

- The hiring of Whites decreased from 44% in FY 14-15 to 40% in FY 17-18.
- The hiring of Blacks decreased from 18% in FY 14-15 to 17% in FY 17-18.
- The hiring of Hispanics increased from 18% in FY 14-15 to 19% in FY 17-18.
- The hiring of Asians increased from 20% in FY 14-15 to 24% in FY 17-18.

These trends continue to stress the importance for the County to continue its outreach efforts. EEO is committed to increasing the participation rates of qualified under-represented groups in our applicant pool. The areas of opportunities and improvement are:

- Continue working with CCTV to establish a social media page.
- Conducting more outreach to professional organizations, universities, community colleges and faith based organizations to increase participation in the County's hiring process.
- Create additional marketing tools such as brochures and power point presentations, which are designed to reach under-represented groups.
- Continue providing additional training to the departmental EEO Coordinators to help them to become more knowledgeable of targeted outreach, under-representation, more effective outreach plans and hiring. The trainings will occur at the EEO's quarterly meetings.
- Meeting with cbos to determine their needs and address them during presentations.

CONCLUSION

The data presented in this report provides the County stakeholders, managers, employees and the public detailed information regarding the County's outreach and recruitment efforts. Although we have made strides towards achieving workforce equity, there are areas that still need to be addressed. One area of note is the equitable distribution of jobs.

It is important that we continue to promote and enforce equal employment opportunities for all who apply for vacant positions. EEO and the departments will continue to work with cbos, colleges, universities and professional organizations to attract qualified candidates to help the County attain equity and inclusion within our workforce.

CONTRA COSTA COUNTY

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department’s workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County’s outreach program. The data shows that the County, as a whole, improved its workforce representation in eight areas. Improvements, which are highlighted, were made to the Officials and Administrators (Females and Whites), Professionals (Males), Technical (Males, Whites), Administrative Support (Males and Hispanics), Service Maintenance (Females and Hispanics), Skilled Craft (Females, Whites, and Blacks), Protective Service Worker Sworn (Females, Blacks and Hispanics) and Protective Service Worker Non-Sworn (Females, Blacks and Hispanics) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators		1%	5%			
Professionals	1%					
Technicians	8%		1%		1%	
Administrative Support	2%				1%	
Service Maintenance		4%			4%	
Skilled Craft		1%	2%	2%		
Protective Service Worker (Sworn)		6%		13%	2%	
Protective Service Worker (Non-Sworn)		3%		1%	5%	

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Service-Maintenance:** Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene or safety of the general public such as maintenance workers and custodians.
- **Skilled Crafts:** Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved such as electricians and tree trimmers.

- **Protective Service Workers (Sworn)**: Occupations in which workers are entrusted with public safety, security and protection from destructive forces.
- **Protective Service Workers (Non-Sworn)**: Occupations that perform technical and support work in safety or law enforcement work, which does not require a sworn person. Examples include community service officers and animal control officers.

**CONTRA COSTA COUNTY
2017 OUTREACH AND RECRUITMENT DATA
9176 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ⁶	Male (%)	Female (%)	Census Data by Job Category
Officials and Administrators				
Census Data	X	58	42	82,930
County Workforce	329	33	67	X
Underrepresentation	X	25	X	X
Professionals				
Census Data	X	46	54	108,045
County Workforce	3296	30	70	X
Underrepresentation	X	16	X	X
Technicians				
Census Data	X	51	49	13,265
County Workforce	937	44	56	X
Underrepresentation	X	7	X	X
Administrative Support				
Census Data	X	38	62	141,985
County Workforce	3135	16	84	X
Underrepresentation	X	22	X	X
Service Maintenance				
Census Data	X	58	42	122,730
County Workforce	369	68	32	X
Underrepresentation	X	X	10	X
Skilled Craft				
Census Data	X	95	5	41,025
County Workforce	67	99	1	X
Underrepresentation	X	X	4	X
Protective Services (Sworn)				
Census Data	X	82	18	9,480
County Workforce	772	80	20	X
Underrepresentation	X	2	X	X
Protective Services (Non-Sworn)				
Census Data	X	54	46	810
County Workforce	279	64	36	X
Underrepresentation	X	X	10	X

⁶ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**CONTRA COSTA COUNTY
2017 OUTREACH AND RECRUITMENT DATA
9176 EMPLOYEES**

RACES AND ETHNICITY

Demographics by Race and Ethnicity ⁷	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian/ Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
Census Data	66	7	10	14	1	0	2
County Workforce	67	13	10	4	1	0	5
Underrepresentation	X	X	0	10	0	0	X
Professionals							
Census Data	60	7	9	21	0	0	2
County Workforce	47	14	13	15	0	0	10
Underrepresentation	13	X	X	6	0	0	X
Technicians							
Census Data	51	7	10	27	0	1	2
County Workforce	40	16	19	16	1	1	9
Underrepresentation	11	X	X	11	X	0	X
Administrative Support							
Census Data	53	10	19	15	1	0	2
County Workforce	37	20	28	8	1	1	7
Underrepresentation	16	X	X	7	0	X	X
Service Maintenance							
Census Data	33	10	42	12	0	0	1
County Workforce	32	19	33	12	1	1	3
Underrepresentation	1	X	9	0	X	X	X
Skilled Craft							
Census Data	49	6	35	7	1	0	1
County Workforce	66	6	15	7	0	3	3
Underrepresentation	X	0	20	0	1	X	X
Protective Services (Sworn)							
Census Data	53	15	15	10	3	0	3
County Workforce	64	20	16	8	1	1	1
Underrepresentation	X	X	X	2	2	X	2
Protective Services (Non-Sworn)							
Census Data	65	1	22	8	0	0	5
County Workforce	42	26	24	4	1	1	2
Underrepresentation	23	X	X	4	X	X	3

⁷ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.

AGRICULTURE/WEIGHTS & MEASURES

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department's workforce statistical data from December 31, 2015 to December 31, 2017 data to help determine the effectiveness of the County's outreach program. The data shows that the Department of Agriculture improved its representation in three areas. Improvements were made to the Professionals (Females), Technicians (Males, Blacks and Hispanics) and Service Maintenance (Females and Whites) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators						
Professionals		62%				
Technicians	14%			9%	4%	
Administrative Support						
Service Maintenance		5%	7%			

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Service-Maintenance:** Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene or safety of the general public such as maintenance workers and custodians.

**AGRICULTURE/WEIGHTS & MEASURES
2017 OUTREACH AND RECRUITMENT DATA
46 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ⁸	Male (%)	Female (%)	Census Data by Job Category
Officials and Administrators				
Census Data	X	58	42	82,930
County Workforce	1	100	0	X
Underrepresentation	X	X	42	X
Professionals				
Census Data	X	46	54	108,045
County Workforce	8	38	62	X
Underrepresentation	X	8	X	X
Technicians				
Census Data	X	51	49	13,265
County Workforce	13	85	15	X
Underrepresentation	X	X	34	X
Administrative Support				
Census Data	X	38	62	141,985
County Workforce	3	0	100	X
Underrepresentation	X	38	X	X
Service Maintenance				
Census Data	X	58	42	122,730
County Workforce	21	62	38	X
Underrepresentation	X	X	4	X

⁸ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**AGRICULTURE/WEIGHTS & MEASURES
2017 OUTREACH AND RECRUITMENT DATA
46 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ⁹	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian/ Alaska Native (%)	Two or more Races (%)
Officials and Administrators							
Census Data	66	7	10	14	1	0	2
County Workforce	100	0	0	0	0	0	0
Underrepresentation	X	7	10	14	1	0	2
Professionals							
Census Data	60	7	9	21	0	0	2
County Workforce	100	0	0	0	0	0	0
Underrepresentation	X	7	9	21	0	0	2
Technicians							
Census Data	51	7	10	27	0	1	2
County Workforce	38	23	23	8	0	0	8
Underrepresentation	13	X	X	19	0	1	X
Administrative Support							
Census Data	53	10	19	15	1	0	2
County Workforce	67	0	0	0	0	33	0
Underrepresentation	X	10	19	15	1	X	2
Service Maintenance							
Census Data	33	10	42	12	0	0	1
County Workforce	56	5	19	10	0	5	5
Underrepresentation	X	5	23	2	0	X	X

⁹The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



AGRICULTURE / WEIGHTS AND MEASURES OUTREACH AND RECRUITMENT PLAN FY 2018-2019

Issue: The Board of Supervisors remains committed to maintaining a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2017, the County's workforce statistical data indicate the following:

- Females are underrepresented in Officials and Administrators and Technicians positions
- Males are underrepresented in Administrative Support positions
- Whites are underrepresented in Technicians positions
- Blacks are underrepresented in Officials and Administrators, Professionals, and Administrative Support positions
- Hispanics are underrepresented in Officials and Administrators, Professionals, Administrative Support, and Service Maintenance positions
- Asians are underrepresented in Officials and Administrators, Professionals, Technicians, and Administrative Support positions

We can only hire people licensed to do work in the majority of the positions in our department. All of our technicians (Biologists and Weights and Measures Inspectors), professionals, and officials and administrators require specific state licensing. When we are recruiting for our Biologists, Inspectors and supervisors, job announcements are sent to every qualified and licensed individual, which ensures that we are reaching the broadest qualified candidate pool possible. We get this list from the California Department of Food and Agriculture County Liaison office every time we have an opening. For job positions where state licensing is not required we will do more outreach in the community.

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to candidates who meet the minimum qualifications by encouraging them to apply for the vacant positions within the Agriculture /Weights and Measures Department.

Message: The Agriculture / Weights and Measures Department will target outreach efforts to online websites that serve underrepresented groups. We will electronically send these

organizations open vacancies within the department during the fiscal year. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

Tools: The Agriculture department will disseminate information to the general public through our website as well as local community colleges and universities to get more people aware of what the Agriculture department does and what they need to do to be qualified to apply to the department. We will continue to utilize websites geared towards helping underrepresented people find employment when possible. When hiring for our licensed positions, the department gets a list of all licensees and ensures that everyone who is qualified receives notification of the job opening and how to apply.

Message Distribution

STRATEGY	ELEMENT	TASKS
Research employment websites and register to join the online community.	Internet/Computer	Register with websites such as womenforhire.com
Increase awareness about the different positions in our department and what the job qualifications for those positions are and how to get those qualifications.	Internet/Computer	Keep information updated for job qualifications, job descriptions, and licensing information to our department's website.
Target all underrepresented that possess a state inspector/biologist license, weights and measures inspector license, and supervisory licensing.	Personal contact	Mail or email all job announcements to all qualified individuals in order to expand the opportunity for qualified females.
Network with local Community Colleges and Universities to increase the applicant pool and explain the Department of Agriculture and Weights recruitment mission and goals.	Personal contact/publications	Develop content that highlights what the department does and the employment opportunities. Reach out to Academic Career Advisors and Alumni Relations at Cal State East Bay, UC Davis, Cal State San Luis Obispo.

Contact: Ralph Fonseca, Agricultural Biologist/Weights and Measures Inspector III
ralph.fonseca@ag.cccounty.us

ANIMAL SERVICES

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department's workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County's outreach program. The data shows that the Animal Services improved its workforce representation in five areas. Improvements were made to the Officials and Administrators (Females and Whites), Professionals (Males, Hispanics and Asians), Technical (Males, Blacks, Hispanics and Asians), Administrative Support (Males and Hispanics), and Service Maintenance (Males and Hispanics) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators		60%	60%			
Professionals	25%				13%	13%
Technicians	12%			9%	7%	6%
Administrative Support		1%			13%	
Service Maintenance		2%			18%	

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Service-Maintenance:** Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene or safety of the general public such as maintenance workers and custodians.

**ANIMAL SERVICES
2017 OUTREACH AND RECRUITMENT DATA
84 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ¹⁰	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
Working-Age Population	X	58	42	82,930
County Workforce	5	40	60	X
Underrepresentation	X	18	X	X
Professionals				
Working-Age Population	X	46	54	108,045
County Workforce	8	75	25	X
Underrepresentation	X	X	29	X
Technicians				
Working-Age Population	X	51	49	13,265
County Workforce	33	45	55	X
Underrepresentation	X	6	X	X
Administrative Support				
Working-Age Population	X	38	62	141,985
County Workforce	21	5	95	X
Underrepresentation	X	33	X	X
Service Maintenance				
Working-Age Population	X	58	42	122,730
County Workforce	17	53	47	X
Underrepresentation	X	5	X	X

¹⁰ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**ANIMAL SERVICES
2017 OUTREACH AND RECRUITMENT DATA
84 EMPLOYEES
RACE AND ETHNICITY**

Demographics by Race and Ethnicity ¹¹	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian/ Alaska Native (%)	2 or more Races (%)
Working-Age	66	7	10	14	1	0	2
County Workforce	60	0	40	0	0	0	0
Underrepresentati	6	7	X	14	1	0	2
Professionals							
Working-Age	60	7	9	21	0	0	2
County Workforce	75	0	13	13	0	0	0
Underrepresentati	X	7	X	8	0	0	2
Technicians							
Working-Age	51	7	10	27	0	1	2
County Workforce	58	9	24	6	3	0	0
Underrepresentati	X	X	X	21	X	1	2
Administrative Support							
Working-Age	53	10	19	15	1	0	2
County Workforce	57	5	24	5	5	0	5
Underrepresentati	X	5	X	10	X	X	X
Service Maintenance							
Working-Age	33	10	42	12	0	0	1
County Workforce	41	6	41	6	0	6	0
Underrepresentati	X	4	1	6	0	X	1

¹¹ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



ANIMAL SERVICES OUTREACH AND RECRUITMENT PLAN FY 2018- FY 2019

Issue: As of December 31, 2017, the Animal Services Department's statistical data presented an under-representation for Males at 18% in the Officials & Administrators and 33% in the Administrative Support job categories. Females are under-represented 29% in the Professionals job category. The Animal Services Department also presented under-representation of African Americans at up to 7% in both the Officials and Administrators and Professionals job categories, along with Asians at 14% in the Officials and Administrators, 21% in the Technician, and 10% in the Administrative Support job categories.

Objective: Increase outreach to the local minority workforce population, specifically for under-represented areas within the Animal Service Department divisions. The Animal Services Department will continue to create positive and sustainable partnerships with the local Community College District and Community Based Organizations (CBOs) to ensure that the department informs the community on department vacancies.

Message: The Animal Services Department will become an active partner in the community by establishing strong relationships with County and community vocational programs on all department career opportunities.

Tools:

- Continually update Animal Services website.
- Utilize Animal Services Social Media websites.
- Attend and participate in local job and community events.
- Distribute department brochures and literature.

Message Distribution

STRATEGY	ELEMENT	TASKS
Participate in community events and job fairs.	Outreach & Engagement	<p>ASD will continue to participate in local community events that target underserved populations.</p> <p><u>Community Events:</u></p> <ul style="list-style-type: none"> • Bark in the Park, Brentwood CA • Safety Fairs, County Wide • Road Runner Run Club, Pleasant Hill CA • Veteran’s Stand Down, Antioch CA • Project Homeless Connect • and other scheduled community events posted on the Department’s website <p><u>Job Fairs:</u></p> <ul style="list-style-type: none"> • Contra Costa County Workforce Development Board Job Fairs • Police Academies
Establish competitive salaries for Animal Services Field Operations unit.	Economic	<p>The Animal Services Department (ASD) has implemented recruitment locations to increase job announcement views to increase applicant pools. ASD established an external competitive salary study for our Animal Services classifications in 2017 to increase the department’s recruitment and staff retention.</p>
Distribute brochures and employment opportunities for outreach and recruitment to minorities.	Recruitment	<p>The Animal Services Department (ASD) will continue to collaborate with local community based organizations and agencies on employment recruitments. ASD has continuously promoted employment opportunities to these organizations.</p> <p><u>Community Based Organizations:</u></p> <ul style="list-style-type: none"> • Workforce Development Board: East Bay Works • Opportunity Junction, Antioch CA • Contra Costa Community College District

<p>Register and post Animal Services Department vacancies online, to reach a broad section of minorities</p>	<p>Electronic</p>	<p>Animal Services has also expanded its employment recruitment efforts through social media:</p> <ul style="list-style-type: none"> • Facebook • Twitter <p>Register and post vacancies on large job recruitment websites through the Contra Costa Human Resources Department:</p> <ul style="list-style-type: none"> • Indeed • Moster.com • GlassDoor

Contact: Arturo Castillo. Administrative Services Officer
arturo.castillo@asd.cccounty.us

ASSESSOR

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department's workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County's outreach program. The data shows that the Assessor increased its workforce representation in four areas. Improvements were made to the Officials and Administrators (Females and Whites), Professionals (Females), Technical (Males, Blacks and Asians) and Administrative Support (Females and Whites) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators		29%	25%			
Professionals		5%				-
Technicians	14%			8%		15%
Administrative Support		2%	5%			

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**ASSESSOR
2017 OUTREACH AND RECRUITMENT DATA
100 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ¹²	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
Working-Age	X	58	42	82,930
County Workforce	3	33	67	X
Underrepresentation	X	25	X	X
Professionals				
Working-Age	X	46	54	108,045
County Workforce	48	58	42	X
Underrepresentation	X	X	12	X
Technicians				
Working-Age	X	51	49	13,265
County Workforce	6	50	50	X
Underrepresentation	X	1	X	X
Administrative Support				
Working-Age	X	38	62	141,985
County Workforce	43	9	91	X
Underrepresentation	X	29	X	X

¹² The total number of people who had worked for the County at least one day during the 2017 calendar year.

**ASSESSOR
2017 OUTREACH AND RECRUITMENT DATA
100 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ¹³	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian/Alaska Native (%)	2 or More Races (%)
Officials and Administrators							
Working-Age	66	7	10	14	1	0	2
County Workforce	100	0	0	0	0	0	0
Underrepresentati	X	7	10	14	1	0	2
Professionals							
Working-Age	60	7	9	21	0	0	2
County Workforce	65	2	4	8	0	2	19
Underrepresentati	X	5	5	13	0	X	X
Technicians							
Working-Age	51	7	10	27	0	1	2
County Workforce	50	17	0	33	0	0	0
Underrepresentati	1	X	10	X	0	1	2
Administrative Support							
Working-Age	53	10	19	15	1	0	2
County Workforce	60	14	12	9	0	0	5
Underrepresentati	X	X	7	6	1	0	X

¹³ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



ASSESSOR OUTREACH AND RECRUITMENT PLAN FY 2018-2019

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2017, the Office of the Assessor's workforce statistical data indicate the following:

- Males are underrepresented in Official and Administrator and Administrative Support positions;
- Females are underrepresented in Professional positions;
- Black, Hispanic, and Asians are underrepresented in Official and Administrator positions;
- Asians are underrepresented in Professional positions; and
- Hispanics are underrepresented in Technician positions.

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to Community Based Organizations, Professional Groups and online recruitment sites who serve the populations listed above.

Message: The Office of the Assessor will conduct strategic outreach efforts to community/faith based organizations, professional groups and online websites that serve those populations where we have underrepresentation. We will electronically send these organizations all open vacancies within the department during the fiscal year. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

Tools: Community based organizations to reach out to men and women
Local colleges and universities
Distribute to various applicable professional groups
Post job vacancies on websites and job centers

Message Distribution

STRATEGY	ELEMENT	TASKS
Partner with community based organizations to reach out to males and females to apply for Technical and Administrative Support positions within our workforce	Personal Contact	Connect with: <ul style="list-style-type: none"> • Men and Women of Purpose • Shelter, Inc. • East Bay Goodwill
Register to join the online community	Electronic Publication	Register with websites such as womenforhire.com , www.wib-i-com and careerwomen.com to reach women who are interested in Professional positions.
Utilize online networks to reach the Hispanic, Asian, and Black communities	Electronic Publication	Post job vacancies on the Professional Diversity Network
Coordinate with Hispanic, Asian, and Black organizations to reach those interested in Officials and Administration, Professional, and Technician positions at the Assessor's Office	Personal Contact	Connect with: <ul style="list-style-type: none"> • Hispanic Chamber of Commerce • Lao Family Community Development • East County NAACP
Connect with California Community Colleges and Adult Schools	Personal Contact	Reach out to local colleges (such as DVC, Los Medanos, Cal State East Bay, and Contra Costa College, Contra Costa Adult Education) to post job vacancies
Work with subject matter experts to connect with professional groups in order to reach individuals interested in Official and Administrator, Technician, and Professional positions	Electronic Publication	Distribute announcements to applicable professional groups (such as California State Association of Counties and California Assessors' Association)
Utilize community job centers and resources	Publication/Print	Post job openings at Workforce Development Board East Bay Works One-Stop Career Center locations.

Contact: Danielle Gomez – Administrative Analyst
danielle.gomez@assr.cccounty.us

AUDITOR-CONTROLLER

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department's workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County's outreach program. The data shows that the Auditor-Controller increased its workforce representation in two areas. Improvements were made to the Professional (Males, Whites and Hispanics) and the Administrative Support (Females, Blacks and Hispanics) occupational category. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators						
Professionals	6%		2%		7%¹⁴	
Administrative Support		6%		7%	16%	

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations, which require specialized and theoretical knowledge, which is usually acquired through college training or through work experience and other training, which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

¹⁴ As of December 31, 2015, the Professional's classification contained twenty-six employees. There were no Hispanic employees in this classification. As of December 31, 2017, the Professional's classification contained twenty-seven employees in which two identified as Hispanic.

**AUDITOR – CONTROLLER
2017 OUTREACH AND RECRUITMENT DATA
52 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ¹⁵	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
Working-Age	X	58	42	82,930
Officials and	2	50	50	X
Underrepresentation	X	8	X	X
Professionals				
Working-Age	X	46	54	108,045
Professionals	27	37	63	X
Underrepresentation	X	9	X	X
Administrative Support				
Working-Age	X	38	62	141,985
Administrative Support	23	4	96	X
Underrepresentation	X	34	X	X

¹⁵ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**AUDITOR-CONTROLLER
2017 OUTREACH AND RECRUITMENT DATA
52 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ¹⁶	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
Working-Age	66	7	10	14	1	0	2
County Workforce	0	0	50	0	0	0	50
Underrepresentation	66	7	X	14	1	0	X
Professionals							
Working-Age	60	7	9	21	0	0	2
County Workforce	33	7	7	33	4	0	15
Underrepresentation	27	0	2	X	X	0	X
Administrative Support							
Working-Age	53	10	19	15	1	0	2
County Workforce	48	17	22	4	0	0	9
Underrepresentation	5	X	X	11	1	0	X

¹⁶ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



AUDITOR-CONTROLLER OUTREACH AND RECRUITMENT PLAN FY 2018-2019

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce, which is reflective of the communities that we serve. As of December 31, 2017, the Office of the Auditor-Controller workforce statistical data indicates the following:

- Males are underrepresented in Professional positions by 9% and Administrative Support positions by 34%.
- Whites are underrepresented in Officials & Administrator positions by 66% and in Professional positions by 27%.
- Blacks are underrepresented in Officials & Administrator positions by 7%.
- Asians are underrepresented in Officials & Administrator positions by 14% and in Administrative Support positions by 11%.

Objective: Increase the applicant flow of underrepresented groups within our Office by encouraging them to apply for vacant positions. Create diversified applicant pools to fill vacancies with the Office through increased outreach.

Message: The Office of the Auditor-Controller will continue to work with the Human Resources Department to strengthen its outreach efforts. The Auditor-Controller's Office is committed to conducting strategic and targeted outreach to meet both the county and department outreach goals, as determined by the Office of Equal Employment Opportunity. The Office will continue to conduct strategic outreach efforts to community based organizations, professional groups, and online websites that serve those populations where we have underrepresentation.

Tools: Community Organizations such as the Chamber of Commerce
Professional websites such as the California Auditor-Controller's State Association, California State Association of Counties (CSAC).
Recruiting websites such as Ziprecruiter, Monster, and Indeed.
Local junior colleges and universities.

Message Distribution

STRATEGY	ELEMENT	TASKS
Partner with professional organizations to reach out to the underrepresented groups of the office and apply for Professional and Administrative Support positions within the Office.	Personal Contact	Create professional relationships and partner with local colleges such as DVC, Los Medanos, Cal State East Bay, and local high schools
Attend job and career fairs geared towards helping the underrepresented groups of the office find employment both in Professional and Administrative Support positions.	Personal Contact	Work with Human Resources to attend at least 2 job and career fairs during the fiscal year
Partner with community based organizations who the underrepresented groups of the office and who are interested in working in Administrative Support positions.	Personal Contact	Partner with the Office of EEO to reach our specific audience
Post job notices to the State Association of County Auditor's website	Publication/Print Media/Electronic	When notified of job announcements post to website
Post job notices to the California State Association of Counties (CSAC) website	Publication/Print Media/Electronic	When notified of job announcements post to website
Email job vacancies to local colleges and universities and to career counselors within the local college and university system	Publication/Print Media/Electronic	When notified of job announcements email
Implement an Internship Program	Personal Contract	Develop an internship program to attract college students interested in a career in public accounting/auditing

Contact: Bob Campbell. Auditor-Controller Contra Costa County
Bob.Campbell@ac.cccounty.us

CHILD SUPPORT SERVICES

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department’s workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County’s outreach program. The data shows that Child Support Servces increased its workforce representation in three areas. Improvements were made to the Professional (Males), Technical (Males, Blacks and Hispanics) and Administrative Support (Males, Whites and Hispanics) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators						
Professionals	6%					
Technicians	52%			1%	5%	
Administrative Support	1%		3%		9%	

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations, which require specialized and theoretical knowledge, which is usually acquired through college training or through work experience and other training, which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations, which require a combination of basic scientific or technical knowledge and manual skill, which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**CHILD SUPPORT SERVICES
2017 OUTREACH AND RECRUITMENT DATA
126 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ¹⁷	Total County Workforce	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators					
Working-Age	X	X	58	42	82,930
County Workforce	3	X	0	100	X
Underrepresentation	X	X	58	X	X
Professionals					
Working-Age	X	X	46	54	108,045
County Workforce	20	X	25	75	X
Underrepresentation	X	X	21	X	X
Technicians					
Working-Age	X	X	51	49	13,265
County Workforce	4	X	75	25	X
Underrepresentation	X	X	X	24	X
Administrative Support					
Working-Age	X	X	38	62	141,985
County Workforce	99	X	19	81	X
Underrepresentation	X	X	19	X	X

¹⁷ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**CHILD SUPPORT SERVICES
2017 OUTREACH AND RECRUITMENT DATA
126 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ¹⁸	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian/Alaska Native (%)	2 or more Races (%)
Officials and Administrators							
Working-Age	66	7	10	14	1	0	2
County Workforce	67	0	0	0	0	0	33
Underrepresentation	X	7	10	14	1	0	X
Professionals							
Working-Age	60	7	9	21	0	0	2
County Workforce	85	5	5	5	0	0	0
Underrepresentation	X	2	4	16	0	0	2
Technicians							
Working-Age	51	7	10	27	0	1	2
County Workforce	25	25	25	0	0	0	25
Underrepresentation	26	X	X	27	0	1	X
Administrative Support							
Working-Age	53	10	19	15	1	0	2
County Workforce	47	17	21	8	0	0	6
Underrepresentation	6	X	X	7	1	0	X

¹⁸ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



**CHILD SUPPORT SERVICES
OUTREACH AND RECRUITMENT PLAN
FY 2018- FY 2019**

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2017, the Department of Child Support Services is under represented in males for each job category except the Technicians. There is under representation in females in the Technicians job category. There is under representation in the Asian population in the Officials and Administrators, Professional, and Technician job categories. There is underrepresentation of the Hispanic and Black population in the Officials and Administrators job category. Additionally, there is under representation in the White population in the Technicians job category.

Objective: Increase the visibility of males within the workforce. Increase the visibility of females in the Technician workforce. Target Asian, Black, Hispanic, and White populations in an attempt to mitigate current trends of under representation. The Department will work to more broadly market and promote job vacancies.

Message: The Department will utilize social media and online resources to reach a broad candidate pool. The Department will make efforts to develop relationships and conduct targeted outreach efforts with local Asian and Hispanic based organizations.

**Outreach
Tools:**

YOU TUBE Video
Social Media
Community Outreach

Message Distribution

Strategy	Element	Tasks
Use employee testimonial video and post to the Department's webpage	Electronic Media	Link the YOU TUBE video of incumbent employees in the underrepresented groups, explaining the duties of the open positions to the County HR webpage job posting to the Department's webpage.
Utilize social media to expand exposure of open job opportunities	Electronic Media	Post link to open job opportunities on the Department's Facebook page.

		Continually monitor to address potential candidate feedback
Conduct outreach to local community groups, targeting groups specific Asian, Hispanic and African-American populations.	Electronic Media	Build community partnerships and provide electronic job postings for distribution during open recruitment periods. Will target Shelter, Inc and local Salvation Army chapter for male and African-American outreach, Asian Business League of San Francisco for Asian outreach, Monument Impact for Hispanic outreach.

Contact: Sarah Bunnell, Administrative Services Officer at 925-313-4433

CLERK-RECORDER-ELECTIONS

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department’s workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County’s outreach program. The data shows that the Clerk-Recorder-Elections increased its workforce representation in four areas. Improvements were made to the Officials and Administrators (Males and Whites) Professional (Females, Whites, and Hispanics), Technical (Males and Whites) and Administrative Support (Males and Hispanics) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators	25%		25%			
Professionals		50%	50%		17%	
Technicians	5%		15%			
Administrative Support	7%				7%	

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations, which require specialized and theoretical knowledge, which is usually acquired through college training or through work experience and other training, which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations, which require a combination of basic scientific or technical knowledge and manual skill, which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**CLERK- RECORDER- ELECTIONS
2017 OUTREACH AND RECRUITMENT DATA
73 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ¹⁹	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
Working-Age	X	58	42	82,930
County	2	50	50	X
Underrepresent	X	8	X	X
Professionals				
Working-Age	X	46	54	108,045
County	6	17	83	X
Underrepresent	X	29	X	X
Technicians				
Working-Age	X	51	49	13,265
County	5	80	20	
Underrepresent	X	X	29	X
Administrative Support				
Working-Age	X	38	62	141,985
County	60	32	68	X
Underrepresent	X	6	X	X

¹⁹ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**CLERK RECORDER–ELECTIONS
2017 OUTREACH AND RECRUITMENT DATA
73 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ²⁰	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian/Alaska Native (%)	2 or more Races (%)
Officials and Administrators							
Working-Age Population	66	7	10	14	1	0	2
County Workforce	100	0	0	0	0	0	0
Underrepresentation	X	7	10	14	1	0	2
Professionals							
Working-Age Population	60	7	9	21	0	0	2
County Workforce	83	0	17	0	0	0	0
Underrepresentation	X	7	X	21	0	0	2
Technicians							
Working-Age Population	51	7	10	27	0	1	2
County Workforce	40	0	20	20	0	0	20
Underrepresentation	11	7	X	7	0	1	X
Administrative Support							
Working-Age Population	53	10	19	15	1	0	2
County Workforce	45	10	32	8	0	3	2
Underrepresentation	8	0	X	7	1	X	0

²⁰ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



CLERK-RECORDER-ELECTIONS OUTREACH AND RECRUITMENT PLAN FY 2018-2019

Issue: The Clerk-Recorder-Elections Department remains committed to maintaining a diverse and inclusive workforce reflective of the communities we serve. As of December 31, 2017, the County's workforce statistical data indicate the following for the Clerk-Recorder-Elections Department:

- Males are underrepresented in Professionals positions;
- Females are underrepresented in Technical positions;
- Whites are underrepresented in Technical positions;
- Blacks are underrepresented in Officials and Administrators, Professionals, and Technical positions;
- Hispanics are underrepresented in Officials and Administrators positions;
- Asians are underrepresented in Officials and Administrators and Professionals positions.

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to Community/Faith Based Organizations, professional groups, and online recruitment sites who serve the populations listed above.

Message: On behalf of the Clerk-Recorder-Elections Department, the Human Resources unit will conduct strategic outreach efforts to community/faith based organizations, professional groups, and online websites that serve those populations where we have underrepresentation. These organizations will be provided information about open vacancies within the department. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

Tools: Community/faith based organizations
Local job fairs and career days
Local colleges and universities
Websites geared towards helping men and women find employment.
Create and distribute informational brochures

Message Distribution

STRATEGY	ELEMENT	TASKS
Partner with professional organizations to reach out to males and females to apply for Officials and Administrators, Professional, Technical, and Admin. Support positions within our workforce	Personal Contact	Create professional relationships and partner with local colleges such as DVC, Los Medanos, and Cal State East Bay
Attend job and career fairs geared towards helping males and females find employment	Personal Contact	Attend job and career fairs during the fiscal year; focus on distributing information about the department's vacancies.
Partner with community based organizations who serve males who are interested in working in the Technical and Administrative Support fields and females interested in Technical positions	Personal Contact	Partner with the Salvation Army, Men and Women of Purpose and Community Churches to reach our specific audiences
Research employment websites and register to join the online community	Internet/Computer	Register with websites such as womenforhire.com and careerwomen.com to reach women

Contact: Debi Cooper, Deputy County Clerk-Recorder
925-335-7899

CONSERVATION AND DEVELOPMENT

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department's workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County's outreach program. The data shows that Conservation and Development increased its workforce representation in five areas. Improvements were made to the Officials and Administrators (Females, Blacks and Asians), Professionals (Females, and Whites), Technical (Males, Whites, Hispanics, and Asians), Administrative Support (Females, Blacks, Hispanics and Asians), and Service Maintenance (Hispanics) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators		20%		12%		5%
Professionals		5%	4%			7%
Technicians	11%		5%		5%	3%
Administrative Support		2%		6%	10%	12%
Service Maintenance					20%	

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations, which require specialized and theoretical knowledge, which is usually acquired through college training or through work experience and other training, which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations, which require a combination of basic scientific or technical knowledge and manual skill, which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Service-Maintenance:** Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene or safety of the general public such as maintenance workers and custodians.

**CONSERVATION & DEVELOPMENT
2017 OUTREACH AND RECRUITMENT DATA
139 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ²¹	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
Working-Age	X	58	42	82,930
County Workforce	8	38	62	X
Underrepresentation	X	20	X	X
Professionals				
Working-Age	X	46	54	108,045
County Workforce	56	59	41	X
Underrepresentation	X	X	13	X
Technicians				
Working-Age	X	51	49	13,265
County Workforce	44	70	30	X
Underrepresentation	X	X	19	X
Administrative Support				
Working-Age	X	38	62	141,985
County Workforce	26	15	85	X
Underrepresentation	X	23	X	X
Service Maintenance				
Working-Age	X	58	42	122730
County Workforce	5	100	0	X
Underrepresentation	X	X	42	X

²¹ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**CONSERVATION & DEVELOPMENT
2017 OUTREACH AND RECRUITMENT DATA
139 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ²²	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian/Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
Working-Age Population	66	7	10	14	1	0	2
County Workforce	75	12	0	13	0	0	0
Underrepresentation	X	X	10	1	1	0	2
Professionals							
Working-Age Population	60	7	9	21	0	0	2
County Workforce	46	11	13	18	0	0	12
Underrepresentation	14	X	X	3	0	0	X
Technicians							
Working-Age Population	51	7	10	27	0	1	2
County Workforce	66	5	20	5	2	0	2
Underrepresentation	X	2	X	22	X	1	0
Administrative Support							
Working-Age Population	53	10	19	15	1	0	2
County Workforce	50	12	27	12	0	0	0
Underrepresentation	3	X	X	3	1	0	2
Service Maintenance							
Working-Age Population	33	10	42	12	0	0	1
County Workforce	40	20	40	0	0	0	0
Underrepresentation	X	X	2	12	0	0	1

²² The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



CONSERVATION AND DEVELOPMENT OUTREACH AND RECRUITMENT PLAN FY 2018-2019

Issue: The Board of Supervisors and the Department of Conservation and Development (DCD) remain committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2017, the County's workforce statistical data indicate the following with respect to DCD:

- Males are underrepresented in Official and Administrator and Administrative Support positions.
- Females are underrepresented in Professional, Technician and Service Maintenance positions.
- Hispanics are underrepresented in Official and Administrator positions.
- Whites are underrepresented in Professional positions.
- Asians are underrepresented in Technician and Service Maintenance positions.

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to Community/Faith Based Organizations, Educational Institutions, Professional Groups and online recruitment sites who serve the populations listed above.

Message: DCD will conduct strategic outreach efforts to community/faith based organizations, professional groups and online websites that serve those populations where we have underrepresentation. We will electronically send these organizations all open vacancies within the department during the fiscal year. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

Tools: Community/ faith based organizations
Local job fairs and career days
Local colleges and universities
Websites geared towards helping women find employment in professional, technician and service maintenance positions
Websites geared towards helping men find employment in administrative support positions

Websites geared towards helping Hispanics find employment in Official and Administrator positions

Websites geared towards helping Asians find employment in Technical and Service Maintenance positions

Websites geared toward hiring existing Contra Costa County residents in order to improve representation in all underrepresented groups, including whites in Professional positions.

Message Distribution

STRATEGY	ELEMENT	TASKS
Partner with professional organizations to seek Hispanic, Asian, and Native Hawaiian/Pacific Islander, female and male applicants for the positions where these groups are underrepresented.	Personal Contact	Create professional relationships and partner with local colleges such as DVC, Los Medanos, Contra Costa College, Cal State East Bay and UC Berkeley.
Attend job and career fairs geared towards helping underrepresented classes find employment.	Personal Contact	Attend job and career fairs during the fiscal year. DCD will focus on recruiting Whites, Hispanics, Asians, Native Hawaiian/Pacific Islanders, males and females to distribute information about the department's vacancies.
Partner with community based organizations who serve males who are interested in working in the Administrative Support fields	Personal Contact	Partner with the Salvation Army, Rubicon, and other community based organizations to reach our specific audience
Request the assistance of current employees to let others know about the department's vacancies.	Personal Contact	Provide word-of-mouth job vacancy advertising among their families, organizations or church
Identify leading Hispanic organizations in the specific trades that DCD needs as well as community based organizations in Contra Costa County and post job	Personal Contact	DCD will work specifically with Society of Hispanic Professional Engineers, Region 1 California Chapter, and Labor Council for Latin American Advancement

announcements onto their website or offices		(www.lclaa.org), San Francisco and Alameda Chapters.
Post job vacancy announcements in newspapers and publications targeting underrepresented populations, as budget will allow.	Internet/Computer	Examples include El Observador, a Spanish language newspaper based in San Jose and circulated in the Bay Area, Monument Impact and Hispanic Chamber of Commerce of Contra Costa.
Research employment websites and register to join the online community.	Internet/Computer	Register with websites such as womenforhire.com ; careerwomen.com ; National Association for Asian American Professionals (Career Center web page) ; and the National Society for Hispanic Professionals to reach underrepresented groups .

Contact: Kelli Zenn, Land Information Business Operations Manager
Kelli.Zenn@dcd.cccounty.us

COUNTY ADMINISTRATOR

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department’s workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County’s outreach program. The data shows that the County Administrator increased its workforce representation in four areas. Improvements were made to the Officials and Administrators (Males, Whites and Blacks) Professionals (Males, Blacks and Hispanics), Technicians (Males, Blacks and Hispanics), and Administrative Support (Males) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators	5%		8%	7%		
Professionals	22%			4%	2%	
Technicians	9%			1%	10%	
Administrative Support	3%					
Skilled Craft						

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations, which require specialized and theoretical knowledge, which is usually acquired through college training or through work experience and other training, which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations, which require a combination of basic scientific or technical knowledge and manual skill, which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Skilled Crafts:** Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved such as electricians and tree trimmers.

**COUNTY ADMINISTRATOR
2017 OUTREACH AND RECRUITMENT DATA
129 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ²³	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
Working-Age	X	58	42	82,930
County Workforce	17	47	53	X
Underrepresentation	X	11	X	X
Professionals				
Working-Age	X	46	54	108,045
County Workforce	54	41	59	X
Underrepresentation	X	5	X	X
Technicians				
Working-Age	X	51	49	13,265
County Workforce	30	80	20	X
Underrepresentation	X	X	29	X
Administrative Support				
Working-Age	X	38	62	141,985
County Workforce	27	7	93	X
Underrepresentation	X	31	X	X
Skilled Craft				
Working-Age	X	95	5	41,025
County Workforce	1	100	0	X
Underrepresentation	X	X	5	X

²³ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**COUNTY ADMINISTRATOR
2017 OUTREACH AND RECRUITMENT DATA
129 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ²⁴	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
Working-Age Population	66	7	10	14	1	0	2
County Workforce	71	18	12	0	0	0	0
Underrepresentation	X	X	X	14	1	0	2
Professionals							
Working-Age Population	60	7	9	21	0	0	2
County Workforce	52	11	13	13	0	0	11
Underrepresentation	8	X	X	8	0	0	X
Technicians							
Working-Age Population	51	7	10	27	0	1	2
County Workforce	17	20	20	23	0	0	20
Underrepresentation	34	X	X	4	0	1	X
Administrative Support							
Working-Age Population	53	10	19	15	1	0	2
County Workforce	63	11	4	11	0	0	11
Underrepresentation	X	X	15	4	1	0	X
Skilled Craft							
Working-Age Population	49	6	35	7	1	0	1
County Workforce	100	0	0	0	0	0	0
Underrepresentation	X	6	35	7	1	0	1

²⁴ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



COUNTY ADMINISTRATOR OUTREACH AND RECRUITMENT PLAN FY 2018-2019

Issue: The Board of Supervisors and the County Administrator’s Office (CAO) remain committed to maintaining a diverse and inclusive workforce that is reflective of the communities that we serve. As of December 31, 2017, the County’s workforce statistical data indicate the following:

- Males are underrepresented in Officials/Administrators and Administrative Support positions.
- Females are underrepresented in Technical and Skilled Craft positions.
- Whites are underrepresented in Technical positions.
- Blacks are underrepresented in Skilled Craft positions.
- Hispanics are underrepresented in Administrative Support and Skilled Craft positions.
- Asians are underrepresented in Officials/Administrators and Skilled Craft positions.

This workforce underrepresentation data includes data for the following departments within the County Administrator’s agency: Clerk of the Board; CCTV; Department of Information Technology, including the Telecommunications division; Law and Justice Systems; Risk Management, and the Administrative Office of the County Administrator, including the Labor Relations unit.

Objective: Increase the applicant flow of males, females, Whites, Blacks, Hispanics and Asians who meet the minimum qualifications by encouraging them to apply for the vacant positions within the various departments of the CAO.

Message: In partnership with the Human Resources Department, the CAO will continue to conduct strategic and targeted outreach efforts to organizations and online websites that serve diverse populations. We will continue to electronically send these organizations all open vacancies within the department and continue national outreach efforts as appropriate. These proactive measures have supported our hiring efforts in the administrative office.

Recently selected candidates for the Administrative Office and other departments identify with one of the underrepresented data categories, which may support a more balanced

representation. Therefore, we expect next year's data to demonstrate improvement in our underrepresentation data.

The 2017-18 Outreach and Recruitment Plan contained strategies to improve representation in the various categories and our recruitment efforts have rendered success with a 4% reduction in the underrepresentation of males and a more balanced representation of those who identify as Hispanic.

Tools: Websites geared towards helping men and those of White and Asian race/ethnicity find employment
 Conduct nationwide outreach, as appropriate
 Partner with the Human Resources Department

Message Distribution

STRATEGY	ELEMENT	TASKS
Conduct outreach with community based organizations to seek potential male, White, Black, Asian and Hispanic candidates.	Personal/Computer Contact	Reach out to community based organizations that serve diverse populations, including males, White, Blacks, Asians and Hispanic populations, such as the YMCA, Asian Business League of San Francisco, Men and Women of Purpose, and Lao Family Community Development. Post job announcements with these partner agencies when positions are being recruited.
Conduct nationwide outreach, as appropriate	Contractor/Internet/Computer	Utilize a contractor that can facilitate nationwide recruitment efforts to potential male, female and White and Hispanic candidates, as well as, support the department's selection efforts. The County has previously received these types of services from Teri Black and Company, Bob Murray & Associates, and Alliance, and would likely

		utilize such services as needed to broaden outreach efforts.
Partner with Human Resources Department to post job vacancies on websites and publications of Alumni Associations geared towards helping males, White and Hispanic populations find employment.	Personal/Computer Contact	Inform the Human Resources Department of our recruiting strategies and request their support to heavily recruit with Alumni Associations to support our efforts to recruit male, female, White, and Hispanic populations.
Expand outreach to associations and professional organizations that serve males, Asian and White populations.	Internet/Computer/Personal Contact	Work closely with Human Resources and staff to identify professional organizations, inclusive of diverse populations, to send job announcements to, such as, National Coalition for Men and the National Association of Asian American Professionals.

Contact: Laura Strobel, Senior Deputy County Administrator
Laura.strobel@cao.cccounty.us

COUNTY COUNSEL

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department’s workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County’s outreach program. The data shows that the County Counsel increased its workforce representation in three areas. Improvements were made to the Officials and Administrators (Males and Whites) Professionals (Males), and Administrative Supports (Females and Hispanics) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators	24%		3%			
Professionals	1%					
Administrative Support		1%			5%	

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations, which require specialized and theoretical knowledge, which is usually acquired through college training or through work experience and other training, which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**COUNTY COUNSEL
2017 OUTREACH AND RECRUITMENT DATA
50 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ²⁵	Male (%)	Female (%)	Working- Age Population by Job Category
Officials and Administrators				
Working-Age Population	X	58	42	82,930
County Workforce	7	57	43	X
Underrepresentation	X	1	X	X
Professionals				
Working-Age Population	X	46	54	108,045
County Workforce	27	33	67	X
Underrepresentation	X	13	X	X
Administrative Support				
Working-Age Population	X	38	62	141,985
County Workforce	16	31	69	X
Underrepresentation	X	7	X	X

²⁵ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**COUNTY COUNSEL
2017 OUTREACH AND RECRUITMENT DATA
50 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ²⁶	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian / Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
Working-Age	66	7	10	14	1	0	2
County Workforce	86	14	0	0	0	0	0
Underrepresentation	X	X	10	14	1	0	2
Professionals							
Working-Age	60	7	9	21	0	0	2
County Workforce	67	11	0	4	0	0	19
Underrepresentation	X	X	9	17	0	0	X
Administrative Support							
Working-Age	53	10	19	15	1	0	2
County Workforce	50	25	13	6	0	0	6
Underrepresentation	3	X	6	9	1	0	X

²⁶ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



COUNTY COUNSEL OUTREACH AND RECRUITMENT PLAN FY 2018- FY2019

Issue: The County Counsel’s office remains diligent in its outreach efforts for attorney and non-clerical recruitments. The Equal Employment Opportunity data chart for the Office of the County Counsel indicated under-representation in the following categories:

- Hispanics and Asians are under-represented in the Officials and Administrators positions:
- Hispanics and Asians are under-represented in the Professionals positions and;
- Men are under-represented in the Professional positions

For the purpose of this plan, this office addresses the attorney and non-clerical recruitments. Clerical outreach and recruitments are countywide and are not conducted by this office.

Objective: The department will continue to enhance partnerships with legal associations, law school career centers, and like agencies to keep them apprised of job vacancies within our office.

Message: The Office of the County Counsel will continue to conduct focused outreach efforts to under-represented groups in order to create a diverse and qualified applicant pool of candidates from which we fill the vacant positions. We continue to send over 70 organizations all open recruitments within the department during the examination period. These measures will help to create a more diverse applicant pool of qualified candidates that apply for departmental vacancies.

Tools: Enhance the communication methods of job vacancies with our under-represented groups expanding the postings of job vacancies via the internet with online job boards, Public Services Employment services, mailings and coordination with the EEO’s staff through community based organizations, local job fairs, and law school career centers.

Message Distribution

STRATEGY	ELEMENT	TASKS
Announce job vacancies via mailings, email and internal office postings	Electronic/Print Media	Mail or email announcement to the targeted under-represented group’s law

		school career centers and Legal Assistant programs
Utilize County Counsel's brochure to explain the Office's outreach and recruitment missions and goals	Publication Print Media	Mail brochures to the targeted under-represented group's recruitment centers
Research additional employment websites and register to post open job vacancies with the online community	Internet	Register and post job vacancies on various websites such as <u>Government Jobs</u>
Announce vacancies via links on County Counsel webpage that will provide notices about current announcements and instructions for future notifications of job related alerts	Website	Maintain the "Job Description" and "FAQ" links on the County Counsel website with current information
Link the Equal Employment Opportunity homepage to the County Counsel's homepage	Internet	Increase the County Counsel's exposure to the community to promote the goals of diversity, inclusion and equality in the workplace
Coordinate distribution of County Counsel brochure via job recruitment announcements with EEO's staff during their participation in job fairs	Personal Contact	Partner with organizations who serve the under-represented populations

Contact: Wanda R. McAdoo, Administrative Services Officer
wanda.mcadoo@cc.cccounty.us

DISTRICT ATTORNEY

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department’s workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County’s outreach program. The data shows that the District Attorney increased its workforce representation in four areas. Improvements were made to the Officials and Administrators (Females), Professionals (Males, Blacks and Hispanics), Technical (Females and Whites) and Administrative Support (Females and Hispanics) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators		14%				
Professionals	3%			2%	3%	
Technicians		7% ²⁷	29%			
Administrative Support		8%			15%	

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations, which require specialized and theoretical knowledge, which is usually acquired through college training or through work experience and other training, which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations, which require a combination of basic scientific or technical knowledge and manual skill, which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

²⁷ As of December 31, 2015, the Technicians classification contained seventeen employees. There were no female employees in this classification. As of December 31, 2017, the Technicians classification contained twenty-eight employees in which two identified as female.

**DISTRICT ATTORNEY
2017 OUTREACH AND RECRUITMENT DATA
218 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ²⁸	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
Working-Age	X	58	42	82,930
County Workforce	10	50	50	X
Underrepresentation	X	8	X	X
Professionals				
Working-Age	X	46	54	108,045
County Workforce	108	56	44	X
Underrepresentation	X	X	10	X
Technicians				
Working-Age	X	51	49	13,265
County Workforce	28	93	7	X
Underrepresentation	X	X	42	X
Administrative Support				
Working-Age	X	38	62	141,985
County Workforce	72	14	86	X
Underrepresentation	X	24	X	X

²⁸ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**DISTRICT ATTORNEY
2017 OUTREACH AND RECRUITMENT DATA
218 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ²⁹	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian/ Alaska Native (%)	2 or more Races (%)
Officials and Administrators							
Working-Age	66	7	10	14	1	0	2
County Workforce	100	0	0	0	0	0	0
Underrepresentation	X	7	10	14	1	0	2
Professionals							
Working-Age	60	7	9	21	0	0	2
County Workforce	71	6	6	6	0	1	8
Underrepresentation	X	1	3	15	0	X	X
Technicians							
Working-Age	51	7	10	27	0	1	2
County Workforce	64	7	18	0	4	0	7
Underrepresentation	X	0	X	27	X	1	X
Administrative Support							
Working-Age	53	10	19	15	1	0	2
County Workforce	43	15	31	6	3	0	3
Underrepresentation	10	X	X	9	X	0	X

²⁹ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



**DISTRICT ATTORNEY
OUTREACH AND RECRUITMENT PLAN
FY 2018-2019**

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2017, the District Attorney's (DA) workforce statistical data indicates the following:

- Females are underrepresented in Professional and Technician positions;
- Males are underrepresented in Administrative Support positions;
- Blacks are underrepresented in Official and Administrator positions;
- Hispanics are underrepresented in Official and Administrator positions;
- Asians are underrepresented in Official and Administrator positions; Professional and Technician positions;
- Whites are underrepresented in Administrative Support positions.

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting outreach and recruitment efforts with many and varied groups and organizations who serve these groups.

Message: The DA will conduct strategic and targeted outreach efforts to community/faith based organizations and online websites that serve females. We will electronically send these organizations all open vacancies within the department during the fiscal year. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

Tools: Community/ faith based organizations
Local job fairs and career days
Local colleges and universities
Websites geared towards helping women find employment. Create and distribute informational brochures

Message Distribution

STRATEGY	ELEMENT	TASKS
Participate in job fairs at Law Schools around the state.	Personal Contact	Participate in reviewing resumes, mock hiring interviews in a program titled Win That Job. The recruitment committee will actively seek out and offer to participate/ interview at job fairs sponsored by organizations that identify with diverse populations.
Participation in mock trial programs	Personal Contact	Prosecutors volunteer to participate in high school mock trial programs in underrepresented communities to promote interest in criminal prosecution careers.
Outreach to diverse Law School organizations	Personal Contact	<p>Speaking to law school classes. Recruiting committee will actively seek opportunities to speak to law school clubs and organizations whose members consist of individuals from diverse backgrounds to discuss a career path. Examples of groups the committee has reached out to include:</p> <ul style="list-style-type: none"> • Armenian Law Student Association • Vietnamese American Law Society • Pilipino American Law Society • La Raza Law Students Association • Korean American Law

		<p>Student Association</p> <ul style="list-style-type: none"> • Black Law Students Associations • Asian Pacific American Law Student Association
<p>Post job vacancies on websites and in publications geared toward Hispanics, Asians, females and males.</p>	<p>Publication/Print Media</p>	<p>Determine which publications will assist us in meeting our Hispanic recruiting goals and express our desire to hire individuals from diverse backgrounds in recruiting notices. We have contacted SF La Raza Lawyers,</p>
		<p>East Bay La Raza Lawyers Association, and La Raza Lawyers of Santa Clara County to ask them to send out to their members' job postings.</p>


<p>Pay law clerks competitively in an effort to attract individuals from a variety of socioeconomic backgrounds.</p>	<p>Economic</p>	<p>Increase compensation for summer law clerks from a fixed stipend of \$2000 to a competitive hourly rate. We will advertise this with all the student associations on school campuses (including minority/criminal school groups) as well as minority bar associations.</p>
<p>Outreach to Minority Bar Associations</p>	<p>Personal Contact</p>	<p>Notify Minority Bar Associations of employment opportunities; participate in Panel Discussions on Criminal Law issues. We will outreach to the three local bay area minority bar associations that serve Hispanic attorneys are: SF La Raza Lawyers, East Bay La Raza Lawyers Association, and La Raza Lawyers of Santa Clara County. Then there is the Minority Bar Coalition (MBC) which is a coalition of bar organizations that are committed to serving all attorneys from minority groups. We also outreach to the following:</p> <ul style="list-style-type: none"> • Asian Pacific Bar Association - Silicon Valley • Asian American Bar Association • Charles Houston Bar Association • Bay Area Black

		<p>Prosecutors Association</p> <ul style="list-style-type: none"> • San Francisco La Raza Lawyers • Asian American Prosecutors Association • Filipino Bar Association of Northern California • Black Women Lawyers Association of Northern California • East Bay La Raza Lawyers Association • Korean American Bar Association of Northern California • La Raza Lawyers of Santa Clara County
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		<ul style="list-style-type: none"> • South Asian Bar Association of Northern California • Vietnamese American Bar Association of Northern California
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<p>Outreach to Career Development Office (COO) at Law Schools and other colleges and organizations</p>	<p>Personal Contact</p>	<p>Alumni from the Recruiting Team reach out CDO's expressing our interest in attracting a more diverse applicant pool. La Raza Law Students Association serves Hispanic students. We will be attempting to reach out to all the La Raza organizations on local school campuses.</p>
<p>Post job vacancies on websites and publications focused on serving diverse populations</p>	<p>Publication/Print Media</p>	<p>Notify Opening Doors, International Rescue Committee, Narika, RYSE Youth Center, Family Justice Centers (West and Central), Center for the Pacific Asian Family, Mujeres Unidas Y Activas, Korean Family American Services, Asian Pacific Islander Legal Outreach, Asian Americans for Community Involvement.</p>
<p>Post job vacancies on websites and publications focused on women in law enforcement.</p>	<p>Publication/Print Media</p>	<p>Determine which organizations might assist us in recruiting sworn female law enforcement personnel, and express the Office's desire to increase the number of female Senior Inspectors.</p>
<p>Post job vacancies on websites and publications focused on law enforcement professionals with an emphasis on bilingual personnel.</p>	<p>Publication/Print Media</p>	<p>Determine which organizations might assist us in recruiting sworn law enforcement personnel, and express the Office's desire to increase the number of bilingual Senior Inspectors.</p>

Contact: _____


Phyllis Redmond, (925) 957-2259 predmond@contracostada.org

EMPLOYMENT AND HUMAN SERVICES

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department’s workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County’s outreach program. The data shows that Employment and Human Services increased its workforce representation in five areas. Improvements were made to the Officials and Administrators (Females, Whites and Blacks), Professionals (Females, Hispanics and Asians), Technical (Females, Whites and Asians), Administrative Support (Females, Blacks and Hispanics) and Service Maintenance (Females, Hispanics and Asians) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators		47%	15%	5%		
Professionals		51%			2%	2%
Technicians		1%	10%			4%
Administrative Support		4%		1%	1%	
Service Maintenance		54%			4%	15%

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations, which require specialized and theoretical knowledge, which is usually acquired through college training or through work experience and other training, which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations, which require a combination of basic scientific or technical knowledge and manual skill, which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Service-Maintenance:** Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene or safety of the public such as maintenance workers or custodians.

**EMPLOYMENT AND HUMAN SERVICES
2017 OUTREACH AND RECRUITMENT DATA
1854 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ³⁰	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
Working-Age Population	X	58	42	82,930
County Workforce	72	11	89	X
Underrepresentation	X	47	X	X
Professionals				
Working-Age Population	X	45	55	108,045
County Workforce	599	13	87	X
Underrepresentation	X	32	X	X
Technicians				
Working-Age Population	X	51	49	13,265
County Workforce	31	58	42	X
Underrepresentation	X	X	7	X
Administrative Support				
Working-Age Population	X	38	62	141,985
County Workforce	1139	13	87	X
Underrepresentation	X	25	X	X
Service Maintenance				
Working-Age Population	X	58	42	122,730
County Workforce	13	46	54	X
Underrepresentation	X	12	X	X

³⁰ The total number of people who had worked for the County at least one day during the 2016 calendar year.

**EMPLOYMENT AND HUMAN SERVICES
2017 OUTREACH AND RECRUITMENT DATA
1854 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ³¹	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian/ Alaska Native (%)	Two or more Races (%)
Officials and Administrators							
Working-Age	66	7	10	14	1	0	2
County Workforce	54	21	11	4	1	1	7
Underrepresentati	12	X	X	10	0	X	X
Professionals							
Working-Age	60	7	9	21	0	0	2
County Workforce	31	29	21	10	1	0	9
Underrepresentati	29	X	X	11	X	0	X
Technicians							
Working-Age	51	7	10	27	0	1	2
County Workforce	42	23	6	10	3	0	16
Underrepresentati	9	X	4	17	X	1	X
Administrative Support							
Working-Age	53	10	19	15	1	0	2
County Workforce	30	26	30	7	1	0	6
Underrepresentati	23	X	X	8	0	0	X
Service Maintenance							
Working-Age	33	10	42	12	0	0	1
County Workforce	0	31	54	15	0	0	0
Underrepresentati	33	X	X	X	0	0	1

³¹ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



EMPLOYMENT AND HUMAN SERVICES OUTREACH AND RECRUITMENT PLAN FY 2018-2019

Issue: The Employment and Human Resources Department (EHSD) remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2017, the EHSD workforce statistical data indicate the following:

- Whites are underrepresented in Official and Administrator, Professional, Technician, Administrative Support, and Service Maintenance positions
- Asians are underrepresented in Official and Administrator, Professional and Technician positions
- Males are underrepresented in Official and Administrator, Professional, Administrative Support, and Service Maintenance positions

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to Community/Faith Based Organizations, Non-Profit Organizations, Professional Groups, Newspapers, Career Fairs, Colleges and Universities, and online recruitment sites who serve the populations listed above.

Message: EHSD will conduct strategic outreach efforts to community/faith based organizations, professional groups and online websites that serve those populations where we have underrepresentation. We will send these organizations all highly sought after and hard to recruit positions within the department during the fiscal year. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

Tools: Community/ faith based organizations
Local career fairs
Local colleges and universities
Websites geared towards helping Whites and Asians find employment.
Create and distribute informational brochures
Create a “Grow Our Own” Program

Message Distribution

STRATEGY	ELEMENT	TASKS
Partner with Community/Faith Based Organizations	Personal Contact	Create consistent ongoing professional relationships with parishioners.
Attend job and career fairs geared towards helping males find employment.	Personal Contact	Attend at least 3 job and career fairs during the fiscal year. EHSD will focus on recruiting Whites and Asians.
Partner with local colleges and universities	Personal Contact	Partner with Los Medanos College, Diablo Valley Community, Contra Costa College, Diablo Valley College, CAL State East Bay, Holy Names and St. Mary's College.
Research employment websites and register to join the online community.	Internet/Computer	Register with websites such as www.linkedin.com (targeting specific categories), www.AAIP.org (for Asian Americans/Pacific Islanders in philanthropy outreach), www.CalJobs.ca.org and www.swords-to-plowshares.org to attract White male veterans.
Advertising in specific periodicals targeting Whites and Asians.	Publications	BBC News Asia Contra Costa Times East Bay Times
Create specific brochures for hard to recruit positions.	Personal	Social Workers Information System Techs Information System and Program Analyst Teachers
Create "Day in Life" vignettes for hard to recruit positions.	Personal	Social Workers Information System Technician Information System and Program Analyst Teachers

Marketing Recruitment Strategy	Personal	Create a brand to market. Create magnetic decals on County vehicles advertising Social Worker, Teachers, and IT positions Advertise current vacancies in local movie theaters.
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Contact: Debora Bouttè, Personnel Officer
dboutte@ehsd.cccounty.us

FIRE PROTECTION DISTRICT

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department’s workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County’s outreach program. The data shows that Fire increased its workforce representation in seven areas. Improvements were made to the Officials and Administrators (Males and Blacks), Professional (Females and Hispanics), Technicians (Males and Whites), Administrative Support (Males and Blacks), Service Maintenance (Blacks and Asians) Protective Service Worker –Sworn (Males) and Protective Service Worker Non-Sworn (Males, Whites and Hispanics) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators	11%			6%		
Professionals		4%			1%	
Technicians	2%		12%			
Administrative Support	17%			1%		
Service Maintenance				8%		8%
Protective Service Worker (Sworn)	1%					
Protective Service Worker (Non-Sworn)	59%		6%		23%	

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training, work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Service-Maintenance:** Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene or safety of the public such as maintenance workers or custodians.
- **Protective Service Workers (Sworn):** Occupations in which workers are entrusted with public safety, security and protection from destructive forces.
- **Protective Service Workers (Non-Sworn):** Occupations that perform technical and support work in safety or law enforcement work, which does not require a sworn person. Examples include community service officers and animal control officers.

**FIRE PROTECTION DISTRICT
2017 OUTREACH AND RECRUITMENT DATA
360 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ³²	Male (%)	Female (%)	Working- Age Population by Job Category
Officials and Administrators				
Working-Age Population	X	58	42	82,930
County Workforce	11	73	27	X
Underrepresentation	X	X	15	X
Professionals				
Working-Age Population	X	46	54	108,045
County Workforce	102	93	7	X
Underrepresentation	X	X	47	X
Technicians				
Working-Age Population	X	51	49	13,265
County Workforce	20	75	25	X
Underrepresentation	X	X	24	X
Protective Services (Sworn)				
Working-Age Population	X	82	18	9,480
County Workforce	143	95	5	X
Underrepresentation	X	X	13	X
Protective Services (Non-Sworn)				
Working-Age Population	X	54	46	810
County Workforce	26	92	8	X
Underrepresentation	X	X	38	X
Administrative Support				
Working-Age Population	X	38	62	141,985
County Workforce	54	41	59	X
Underrepresentation	X	X	3	X
Skilled Craft Workers				
Working-Age Population	X	95	5	41025
County Workforce	1	100	0	X
Underrepresentation	X	X	5	X
Service Maintenance				
Working-Age Population	X	58	42	122,730
County Workforce	3	100	0	X
Underrepresentation	X	X	42	X

³² The total number of people who had worked for the County at least one day during the 2017 calendar year.

**FIRE PROTECTION DISTRICT
2017 OUTREACH AND RECRUITMENT DATA
360 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ³³	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
Working-Age Population	66	7	10	14	1	0	2
County Workforce	64	18	9	0	0	9	0
Underrepresentation	2	X	1	14	1	X	2
Professionals							
Working-Age Population	60	7	9	21	0	0	2
County Workforce	68	11	14	3	1	2	2
Underrepresentation	X	X	X	18	X	X	0
Technicians							
Working-Age Population	51	7	10	27	0	1	2
County Workforce	80	0	5	0	0	0	15
Underrepresentation	X	7	5	27	0	1	X
Administrative Services							
Working-Age Population	53	10	19	15	1	0	2
County Workforce	72	9	13	2	0	0	4
Underrepresentation	X	1	6	13	1	0	X
Skilled Craft							
Working-Age Population	49	6	35	7	1	0	1
County Workforce	100	0	0	0	0	0	0
Underrepresentation	X	6	35	7	1	0	1
Service Maintenance							
Working-Age Population	33	10	42	12	0	0	1
County Workforce	33	33	0	33	0	0	0
Underrepresentation	0	X	42	X	0	0	1
Protective Services (Sworn)							
Working-Age Population	53	15	15	10	3	0	3
County Workforce	69	4	12	4	1	2	8
Underrepresentation	X	11	3	6	2	X	X
Protective Services (Non-Sworn)							
Working-Age Population	65	1	22	8	0	0	5
County Workforce	73	4	23	0	0	0	0
Underrepresentation	X	X	X	8	0	0	5

³³ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



FIRE PROTECTION DISTRICT OUTREACH AND RECRUITMENT PLAN FY 2018-2019

Issue: The Fire Protection District remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2017, the County's workforce statistical data indicate the following:

- Females are underrepresented in Official and Administrator, Professional, Technical, Protective Services (Sworn), Protective Services (Non-Sworn) and Service Maintenance positions.
- Hispanics are underrepresented in Skilled Craft and Service Maintenance positions.
- Blacks are underrepresented in Technicians, Skilled Craft, and Protective Services (Sworn) positions.
- Asians are underrepresented in Officials and Administrators, Professionals, Technicians, Administrative Services, Skilled Craft, and Protective Services (Non-Sworn).

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to Community Based Organizations, Professional Groups and online recruitment sites who serve the populations listed above.

Message: The Fire District will continue to conduct strategic outreach efforts to community based organizations, professional groups and online websites that serve those populations where we have underrepresentation. We will electronically send these organizations all open vacancies within the District during the fiscal year. In addition, we will continue to promote careers in the Fire Service by partnering with middle through high schools, and community colleges with a diverse student population. These proactive measures will help to create a more diverse applicant pool of qualified candidates to apply for District vacancies.

Tools: In June 2016, the Fire Protection District formulated an "Outreach and Recruitment Team" at the Fire Chief's direction and with his direct participation on the committee. We began working to increase the pool of eligible applications for positions in the District by (1) targeting outreach to local middle and high schools, community colleges and universities with our diversity goals in mind; (2) expanded internship opportunities by hiring Student

Interns who are currently enrolled in “Fire Science” certificate programs. The internship opportunities are a useful tool to expand the applicant pool for permanent positions when they become available.

In 2017, the Districts’ Outreach and Recruitment efforts have been realized in hiring a recruit class of 30 highly diverse candidates which include 6.67% Black, 16.67% Hispanic, and 10% Female. We are committed to continuing and expanding our outreach efforts to increase these numbers and reduce the percentage of underrepresentation.

Message Distribution

STRATEGY	ELEMENT	TASKS
Attend job and career fairs geared towards helping our underrepresented find employment.	Personal Contact	Attend at least 5 job and career fairs during the fiscal year. The District will focus on recruiting females and Hispanic candidates to distribute information about the District’s opportunities and vacancies.
Partner with community based organizations who serve females and Hispanics who are interested in working in all the classifications within the Fire Service and Support Services fields	Personal Contact	Partner with the local sporting programs reaching student athletes, and statewide organizations such as the CAL-JAC program.
Research employment websites and register to join the online community.	Internet/Computer	Register with websites such as womenforhire.com and careerwomen.com to reach women who are interested in the Fire Service
Outreach to CBO’s and schools to promote a Fire Explorer program for high school students	Personal Contact/Social Media	Provide a unique opportunity to work alongside our fire suppression professionals
Outreach to candidates to offer practice written tests for Firefighter applicants	Personal Contact	CAL Joint Apprenticeship Committee

<p>Outreach to diverse CBO's and academic organizations, Post job vacancies and publications focused on serving diverse populations</p>	<p>Personal Contact/Social Media/Publication</p>	<p>Recruitment/Outreach team will continue to actively seek opportunities to speak to academic organizations whose members consist of individuals diverse backgrounds to discuss career paths in the Fire Service. Examples of the groups the team has reached out to include:</p> <ul style="list-style-type: none"> • IAFF, Local 1230 • IABPF - International Association of Black Professional Firefighters • CA Community Colleges • EMS Paramedic Trade Schools • EMT programs • iWomen (International Association of Women in Fire) • NAHF – International Association of Female Firefighters
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Contact: Charles Thomas, Battalion Chief, Equal Employment Opportunity Coordinator
cthom@cccfd.org or
Denise Cannon, HR Administrator
dcann@cccfd.org

HEALTH SERVICES

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department's workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County's outreach program. The data shows that Health Services increased its workforce representation in five areas. Improvements were made to the Officials and Administrators (Males and Whites), Professional (Males), Technician (Females and Hispanics), Administrative Support (Females and Blacks), and Service Maintenance (Females, Blacks and Hispanics) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators	15%		29%			
Professionals	1%					
Technicians		4%			1%	
Administrative Support		1%		1%		
Service Maintenance		3%		1%	3%	
Protective Service Worker (Non-Sworn)						

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training, work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Protective Service Workers (Non-Sworn):** Occupations that perform technical and support work in safety or law enforcement work, which does not require a sworn person. Examples include community service officers and animal control officers.

**HEALTH SERVICES
2017 OUTREACH AND RECRUITMENT DATA
3626 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ³⁴	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
Working-Age Population	X	58	42	82,930
County Workforce	134	30	70	X
Underrepresentation	X	28	X	X
Professionals				
Working-Age Population	X	46	54	108,045
County Workforce	1818	25	75	X
Underrepresentation	X	21	X	X
Technicians				
Working-Age Population	X	51	49	13,265
County Workforce	544	22	78	X
Underrepresentation	X	29	X	X
Administrative Support				
Working-Age Population	X	38	62	141,985
County Workforce	978	13	87	X
Underrepresentation	X	25	X	X
Service Maintenance				
Working-Age Population	X	58	42	122,730
County Workforce	148	52	48	X
Underrepresentation	X	6	X	X
Protective Services (Non-Sworn)				
Working-Age Population	X	54	46	810
County Workforce)	4	50	50	X
Underrepresentation	X	4	X	X

³⁴ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**HEALTH SERVICES
2017 OUTREACH AND RECRUITMENT DATA
3626 EMPLOYEES
RACE AND ETHNICITY**

Demographics by Race and Ethnicity ³⁵	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian/Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
Working-Age	66	7	10	14	1	0	2
County Workforce	67	13	9	6	1	0	4
Underrepresentation	X	X	1	8	0	0	X
Professionals							
Working-Age	60	7	9	21	0	0	2
County Workforce	44	12	11	20	0	0	12
Underrepresentation	16	X	X	1	0	0	X
Technicians							
Working-Age	51	7	10	27	0	1	2
County Workforce	25	21	21	22	1	1	10
Underrepresentation	26	X	X	5	X	0	X
Administrative Services							
Working-Age	53	10	19	15	1	0	2
County Workforce	30	19	35	8	1	1	6
Underrepresentation	23	X	X	7	0	X	X
Service Maintenance							
Working-Age	33	10	42	12	0	0	1
County Workforce	25	23	29	18	1	0	5
Underrepresentation	8	X	13	X	X	0	X
Protective Services (Non-Sworn)							
Working-Age	65	1	22	8	0	0	5
County Workforce	50	0	25	0	0	25	0
Underrepresentation	15	1	X	8	0	X	5

³⁵ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



HEALTH SERVICES OUTREACH AND RECRUITMENT PLAN FY 2018-2019

Issue: As of December 31, 2017, Contra Costa Health Services' statistical data showed under-representation of Male (Officials and Administrators, Professionals, Technicians and Administrative Support), White (Professionals, Technicians, Administrative Support and Protective Services Non-Sworn), Hispanic (Service Maintenance) and Asian (Protective Services Non-Sworn) categories within its workforce.

The Health Services Department has nine Divisions providing health care and emergency response services to the residents of Contra Costa County. The majority of our professional classifications are dominantly held by women. Per data from the United States Department of Labor, there is a disproportionate representation of women in certain professions such as Registered Nurse, Social Worker, Medical and Health Services Manager, Counselor, and Human Resources Manager.

The Department conducts its own recruitment and strives to reach a diverse applicant pool by utilizing the County's Outreach Mailing List consistently in addition to posting our job announcements online to popular websites such as Craigslist, Indeed and Monster, and distribution to health professional organizations and community agencies.

Objective: Increase the applicant pool of Male and White, Hispanic, and Asian candidates who meet the minimum qualifications and maintain a diverse workforce within the Health Services Department.

Message: The Department will continue to utilize the County's List of community/faith based organizations and work with SPIN Recruitment Agency by posting our job announcements to popular websites such as Indeed, Monster, and Craigslist and expand to non-traditional sites. In addition, we participate in local job/career fairs, and partner with our Division Managers to look for innovative ways to attract qualified candidates from affiliated organizations, local colleges and universities.

Tools: Community/Faith based organizations
Websites geared toward Males and Whites
Publications geared toward Males and Whites

Local job/career fairs
 Colleges and Universities
 Professional Organizations

Message Distribution

STRATEGY	ELEMENT	TASKS
Utilize the County's community/faith based organization list	Print Media/Internet	Continue to send job announcements thru General Services to ALL community/faith based organizations
Expand outreach to focused websites and organizations	Internet/Electronic	Continue to work with SPIN Recruitment Agency to identify websites and organizations geared toward underrepresented categories and post job announcements online
Expand outreach to publications	Print/Publication	Work with SPIN Recruitment Agency to identify publications geared toward underrepresented categories and post job announcements
Attend local job and career fairs.	Personal Contact	Attend job fairs to distribute information on the department's vacancies and reach out to candidates in person
Expand outreach to colleges and universities	Internet/Computer/Personal Contact	Work with Division Managers who have affiliations with local colleges/universities such as UC Davis, UC Berkeley, UCSF, Holy Names, Mills, Kaiser Allied Health, etc...
Expand outreach to professional organizations	Internet/Computer/Personal Contact	Work closely with Division Managers who have affiliations with professional organizations and send job announcements electronically

Contact: Jo-Anne Linares, Jo-Anne.Linares@hsd.cccounty.us
 (925) 957-5246

HUMAN RESOURCES

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department's workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County's outreach program. The data shows that HR increased its workforce representation in three areas. Improvements were made to the Officials and Administrators (Females), Professional (Males and Whites), and Administrative Support (Females, Hispanics and Asians) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators		20%				
Professionals	9%		4%			
Administrative Support		2%			4%	7%

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training, work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**HUMAN RESOURCES
2017 OUTREACH AND RECRUITMENT DATA
43 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ³⁶	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
Working-Age	X	58	42	82,930
County Workforce	4	0	100	X
Underrepresentation	X	58	X	X
Professionals				
Working-Age	X	46	54	108045
County Workforce	17	18	82	X
Underrepresentation	X	28	X	X
Administrative Support				
Working-Age	X	38	62	141,985
County Workforce	22	23	77	X
Underrepresentation	X	15	X	X

³⁶ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**HUMAN RESOURCES
2017 OUTREACH AND RECRUITMENT DATA
43 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ³⁷	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
Working-Age Population	66	7	10	14	1	0	2
County Workforce	50	0	0	0	0	0	50
Underrepresentation	16	7	10	14	1	0	X
Professionals							
Working-Age Population	60	7	9	21	0	0	2
County Workforce	41	24	18	12	6	0	0
Underrepresentation	19	X	X	9	X	0	2
Administrative Support							
Working-Age Population	53	10	19	15	1	0	2
County Workforce	18	23	23	32	0	0	5
Underrepresentation	35	X	X	X	1	0	X

³⁷ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



**HUMAN RESOURCES
OUTREACH AND RECRUITMENT PLAN
FY 2018-2019**

Issue: The Board of Supervisors remains committed to maintaining a diverse and inclusive workforce which is reflective of the communities that we serve. The Human Resources Department statistical data for gender underrepresentation is listed below:

Male

- Officials and Administrators - 58%
- Professionals - 28%
- Administrative Support - 15%

We are also underrepresented in the following race and ethnic categories:

White

- Officials and Administrators - 16%
- Professionals - 19%
- Administrative Support - 35%

Black

- Officials and Administrators - 7%

Hispanic

- Officials and Administrators - 10%

Asian

- Officials and Administrators - 14%

Objective: Increase outreach to candidates for positions in the Human Resources Department.

Message: The department will continue to develop and utilize innovative recruitment tools to attract a diverse applicant pool of qualified candidates desiring a career in government human resources including advertising employment opportunities on websites that will reach Whites, Asians and males.

Tools: Our current recruitment strategies include distribution of all County job opportunities to a vast number of community and faith based organizations, colleges, cities, employment placement services, including our own county offices, such as the Contra Costa County Library, Veterans Services and the Employment and Human Services Department.

Our plan is to post vacancies on websites to include: CareersinGovernment, Monster, Hot Jobs, Craigs List, CareerBuilder, Dice, Indeed, Bay Area Careers, SimplyHired, etc. and social media sites such as

Linkedin and Twitter.

We will also reach out to select universities including University of California, Berkeley, University of California, Los Angeles, University of California, Davis. Local colleges such as Cal State East Bay, Los Medanos and Diablo Valley as well as other adult schools in the area will be targeted. We will continue to post on sites geared toward human resources professionals such as SHRM, CalPelra and IPMA.

Message Distribution

STRATEGY	ELEMENT	TASKS
Attend job and career fairs geared towards helping males, whites and Asians find employment.	Personal Contact	Attend at least 4 job and career fairs during the fiscal year to distribute information on the department's vacancies.
Partner with community/faith based organizations to outreach to males, whites and Asians.	Personal Contact	Create professional relationships and partner with community based organizations such as the Monument Crisis Center, the RYSE Center, etc..
Research employment websites and register to join the online community.	Internet/Computer	Advertise employment opportunities on websites such that will reach Whites, Asians and men.
Post job vacancies on websites and in publications geared toward Asians	Publication/Print Media	Post jobs on sites such as, Asian-jobs.com, the National Association of Asian American Professionals, naaapsf.org, National Asian Pacific Center, napca.org.
Partner with our local adult schools and community colleges to attract and recruit students to consider careers in Human Resources.	Personal Contact with College Counselors and Advisors	Attend job fairs and career days at Martinez Adult School, Mt, Diablo Adult Education, West Contra Costa Adult Education, Loma Vista Adult Education, Acalanes Adult Education Diablo Valley College, Los Medanos College
Increase utilization of social media	Internet/Computer	Advertise employment opportunities on Facebook, Instagram and Twitter.

Contact: Nancy Zandonella, Human Resources Department, 335-1751

LIBRARY

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department's workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County's outreach program. The data shows that the Library increased its workforce representation in four areas. Improvements were made to the Officials and Administrator (Hispanics), Professional (Males, Blacks and Hispanics), Technical (Males and Asians) and Administrative Support (Males) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators					17%	
Professionals	3%			1%	2%	
Technicians	12%					8%
Administrative Support	10%					

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training, work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**LIBRARY
2017 OUTREACH AND RECRUITMENT DATA
295 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ³⁸	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
Working-Age	X	58	42	82,930
Officials and	2	0	100	X
Underrepresentation	X	58	X	X
Professionals				
Working-Age	X	46	54	108,045
Professionals	68	12	88	X
Underrepresentation	X	34	X	X
Technicians				
Working-Age	X	51	49	13,265
Technicians	5	40	60	X
Underrepresentation	X	11	X	X
Administrative Support				
Working-Age	X	38	62	141,985
Administrative	220	25	75	X
Underrepresentation	X	13	X	X

³⁸ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**LIBRARY
2017 OUTREACH AND RECRUITMENT DATA
295 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ³⁹	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian/Alaska Native (%)	Two or more Races (%)
Officials and Administrators							
Working-Age	66	7	10	14	1	0	2
County Workforce	50	0	50	0	0	0	0
Underrepresentation	16	7	X	14	1	0	2
Professionals							
Working-Age	60	7	9	21	0	0	2
County Workforce	76	1	9	4	0	0	9
Underrepresentation	X	6	0	17	0	0	X
Technicians							
Working-Age	51	7	10	27	0	1	2
County Workforce	60	0	0	20	0	0	20
Underrepresentation	X	7	10	7	0	1	X
Administrative Support							
Working-Age	53	10	19	15	1	0	2
County Workforce	60	6	14	6	1	0	12
Underrepresentation	X	4	5	9	0	0	X

³⁹ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



LIBRARY OUTREACH AND RECRUITMENT PLAN FY 2018-2019

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. According to the December 31, 2017 Contra Costa County Outreach and Recruitment Data Report, males are under-represented in the Library Department by the following percentage in four (4) occupational categories noted below:

- Officials and Administrators: 58%
- Professionals: 34%
- Technicians: 11%
- Administrative Support: 13%

In addition, demographics by race and ethnicity show an underrepresentation of Asians by 14%, Whites by 16%, Blacks by 7% in the Officials and Administrators Occupational Category and an underrepresentation of Blacks by 7% and Hispanics by 10% in the Technicians Occupational Category and an underrepresentation of Asians by 17% in the Professionals Occupational Category.

Objective: Ensure that the Library workforce reflects the diversity of the County by continuing to diversify staff in all Library work units while increasing the presence of males, Whites, Blacks, Hispanics and Asians within the workforce.

The Library currently meets this objective in the following areas:

- 1.
2. Demographics by race and ethnicity in the Administrative Support Occupational Category.

Message: The Library will continue to conduct targeted outreach efforts to in order to create a more diverse applicant pool of qualified candidates to apply for vacant positions. This effort will continue to be a part of the Library's overall Marketing Communications Plan with the strategic goal of promoting the Library's value, programs and opportunities to the community.

Measurement: The Library will conduct an annual review of applicants as well as employees hired and promoted.

Tools:

- Social Media
- Local job fairs and career days
- Local community based events
- Websites geared towards helping men find employment
- Bridge to Success pilot program
- Informational bookmarks
- Other Library literature

Message Distribution

STRATEGY	ELEMENT	TASKS
<p>Participate in job and career fairs, attend community events, and staff employer recruiter booth.</p> <p>Network with local community colleges and universities to increase the applicant pool and explain the Library's recruitment mission and goals.</p>	<p>Personal Contact/Outreach and Engagement</p>	<p>The Libraries will continue to participate in local community events that target underserved populations. We will inform and promote community library job and volunteer opportunities.</p> <p>Community Events:</p> <ul style="list-style-type: none"> • California Library Association Conference • John Muir Days <p>Job Fairs:</p> <ul style="list-style-type: none"> • Diablo Valley Career Fair • San Jose State Public Service Career Fair
<p>Update promotional bookmark explaining outreach objective for each external recruitment.</p>	<p>Publication/Print Media</p>	<p>Distribute and promote recruitments at all 26 Library locations.</p>
<p>Update and expand existing list of websites where job vacancies are posted to include websites that are geared towards males and others.</p>	<p>Internet/Computer</p> <p>Personal Contact/Outreach and Engagement</p>	<p>Research employment websites for males.</p> <p>Research employment websites for others.</p> <p>Contact, register and post vacancies at:</p>

		<ul style="list-style-type: none"> • Asian-jobs.com • Diversity.com • ncfm.org (National Coalition for Men) • naaapsf.org (National Association of Asian American Professionals) • Shelter, Inc. • Salvation Army • League of San Francisco
Utilize social media to expand exposure of open job opportunities.	Electronic Media	Post link to open job opportunities on the Department's Facebook page.
Participate in Bridge to Success Pilot Program for individuals with developmental disabilities.	Recruitment	Add two (2) Clerk-Beginning Level Project positions, hire employees and evaluate performance on a monthly basis.

Contact: Beth A. Kilian, Administrative Services Officer
bkilian@ccclib.org

PROBATION

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department's workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County's outreach program. The data shows that Probation increased its workforce representation in six areas. Improvements were made to the Officials and Administrators (Females), Professional (Males, Whites and Asians), Technical (Males and Whites), Administrative Support (Whites and Asians), Service Maintenance (Males, Blacks and Hispanics) and Protective Services Non-Sworn (Males, Females and Hispanics) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators		7%				
Professionals	19%		9%			6%
Technicians	50%		25%			
Administrative Support			6%			15%
Service Maintenance	11%			9%	12%	
Protective Services-Sworn ⁴⁰						
Protective Services-Non Sworn		2%			5%	

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training, work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Service-Maintenance:** Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene or safety of the general public such as maintenance workers and custodians.
- **Protective Service Workers (Sworn):** Occupations in which workers are entrusted with public safety, security and protection from destructive forces.
- **Protective Service Workers (Non-Sworn):** Occupations that perform technical and support work in safety or law enforcement work, which does not require a sworn person. Examples include community service officers and animal control officers.

⁴⁰ The department did not have the Protective Services (Sworn) category in their workforce in 2015.

**PROBATION
2017 OUTREACH AND RECRUITMENT DATA
357 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ⁴¹	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
Working-Age Population	X	58	42	82,930
County Workforce	13	62	38	X
Underrepresentation	X	X	4	X
Professionals				
Working-Age Population	X	46	54	108,045
County Workforce	150	65	35	X
Underrepresentation	X	X	19	X
Technicians				
Working-Age Population	X	51	49	13,265
County Workforce	3	100	0	X
Underrepresentation	X	X	49	X
Administrative Support				
Working-Age Population	X	38	62	141,985
County Workforce	40	8	92	X
Underrepresentation	X	30	X	X
Service Maintenance				
Working-Age Population	X	58	42	122,730
County Workforce	15	80	20	X
Underrepresentation	X	X	22	X
Protective Services (Sworn)				
Working-Age Population	X	82	18	9,480
County Workforce	105	41	59	X
Underrepresentation	X	41	X	X
Protective Services (Non-Sworn)				
Working-Age Population	X	54	46	810
County Workforce	150	59	41	X
Underrepresentation	X	X	5	X

⁴¹ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**PROBATION
2017 OUTREACH AND RECRUITMENT DATA
357 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ⁴²	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
Working-Age Population	66	7	10	14	1	0	2
County Workforce	62	15	15	0	0	0	8
Underrepresentation	4	X	X	14	1	0	X
Professionals							
Working-Age Population	60	7	9	21	0	0	2
County Workforce	55	29	6	6	0	0	3
Underrepresentation	5	X	3	15	0	0	X
Technicians							
Working-Age Population	51	7	10	27	0	1	2
County Workforce	100	0	0	0	0	0	0
Underrepresentation	X	7	10	27	0	1	2
Administrative Services							
Working-Age Population	53	10	19	15	1	0	2
County Workforce	53	18	8	18	0	0	5
Underrepresentation	0	X	11	X	1	0	X
Service Maintenance							
Working-Age Population	33	10	42	12	0	0	1
County Workforce	33	40	20	0	0	0	7
Underrepresentation	0	X	22	12	0	0	X
Protective Services (Sworn)							
Working-Age Population	53	15	15	10	3	0	3
County Workforce	38	30	26	4	0	0	3
Underrepresentation	15	X	X	6	3	0	0
Protective Services (Non-Sworn)							
Working-Age Population	65	1	22	8	0	0	5
County Workforce	28	37	27	3	1	1	4
Underrepresentation	37	X	X	5	X	X	1

⁴² The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



PROBATION OUTREACH AND RECRUITMENT PLAN FY 2018-2019

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2017, the Probation Department's statistical data indicates the following:

- Males are underrepresented in Administrative Support and Protective Service (Sworn) positions;
- Females are underrepresented in Professional, Technical, and Service Maintenance positions;
- Whites are underrepresented in Protective Services (Sworn and Non-sworn) positions;
- Blacks are underrepresented in Technical positions;
- Hispanics are underrepresented in Technical, Administrative Support and Service Maintenance positions;
- Asians are underrepresented in Official and Administrator, Professional, Technical and Services Maintenance positions;

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to educational and vocational training service providers, professional organizations, and online recruitment and employment resource sites who serve the populations listed above.

Message: Probation will conduct strategic outreach efforts with the groups and organizations listed above and online websites that serve those populations where we have underrepresentation. The proactive measures will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

Tools: Local job fairs and career days
Local Adult Education and vocational training programs
Local colleges and universities
Websites geared towards helping underrepresented populations find employment
Informational brochures

Message Distribution

STRATEGY	ELEMENT	TASKS
Outreach to diverse colleges and universities with criminal justice and corrections related degree programs	Personal Contact	Create professional relationships and partner with local colleges such as DVC, Los Medanos, and Cal State East Bay to make presentations in classes, and provide organized tours of facilities for students
Outreach to diverse Adult Education and vocational training programs with technical and administrative support skill development programs	Personal Contact	Create professional relationships and partner with local education programs such as the five regional Adult Education centers, and the Contra Costa County Office of Education
Increase ease of communicating employment opportunities, minimum qualifications for hire, and applicant processes through printed resource material	Publication / Print Media	Create recruitment fliers to be disseminated by staff when they come in contact with potential job applicants
Use employment websites focused on the underrepresented populations	Internet/Computer	Register with websites such as http://www.opportunityjunction.org/ and http://www.eastbayworks.com/cccounty/ to post vacancies and open recruitments
Attend job and career fairs focused on the underrepresented populations	Personal Contact	Attend at least three job and career fairs during the fiscal year sponsored by organizations that identify with diverse populations

Contact: Jeff Waters
Jeff.waters@prob.cccounty.us

PUBLIC DEFENDER

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department’s workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County’s outreach program. The data shows that the Public Defender increased its workforce representation in three areas. Improvements were made to the Officials and Administrator (Males and Whites), Professional (Blacks and Hispanics), and Administrative Support (Males, Whites and Blacks) occupational categories occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators	22%		11%			
Professionals				3%	6%	
Administrative Support	11%		4%	1%		

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training, work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**PUBLIC DEFENDER
2017 OUTREACH AND RECRUITMENT PLANS
127 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ⁴³	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
Working-Age Population	X	58	42	82,930
Officials and	9	22	78	X
Underrepresentation	X	36	X	X
Professionals				
Working-Age Population	X	46	54	108045
Professionals	86	40	60	X
Underrepresentation	X	6	X	X
Administrative Support				
Working-Age Population	X	38	62	141,985
Administrative Support	32	19	81	X
Underrepresentation	X	19	X	X

⁴³ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**PUBLIC DEFENDER
2017 OUTREACH AND RECRUITMENT PLANS
127 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ⁴⁴	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian/Alaska Native (%)	2 or more Races (%)
Officials and Administrators							
Working-Age	66	7	10	14	1	0	2
County Workforce	78	22	0	0	0	0	0
Underrepresentatio	X	X	10	14	1	0	2
Professionals							
Working-Age	60	7	9	21	0	0	2
County Workforce	62	12	15	3	0	0	8
Underrepresentatio	X	X	X	18	0	0	X
Administrative Support							
Working-Age	53	10	19	15	1	0	2
County Workforce	28	25	47	0	0	0	0
Underrepresentatio	25	X	X	15	1	0	2

⁴⁴ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



**PUBLIC DEFENDER
OUTREACH AND RECRUITMENT PLAN
FY 2018-2019**

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2017, the Office of the Public Defender workforce statistical data indicates the following:

- Males are underrepresented in the Officials and Administrators and Administrative Support positions;
- Whites are underrepresented in the Administrative Support positions.
- Hispanics and Asians are underrepresented in Officials and Administrator positions; and
- Asians are underrepresented in Officials and Administrators, Professional and Administrative Support Positions.

Objectives:

- Increase the number of males in Administrator and Administrative Support positions;
- Increase the number of Hispanics in Administrator positions;
- Increase the number of Whites in Administrative Support positions; and
- Increase the number of Asians in all positions.

Message: The Department will continue to conduct strategic and targeted outreach efforts to traditionally underrepresented racial minorities, in order to create a more diverse applicant pool of qualified candidates to apply for vacant positions.

Tools: We will continue to increase the pool of eligible applicants for positions in the department by targeting outreach to local colleges, universities and law schools with our above objectives in mind.

Accomplishments: Our Department is primarily financed through the general fund; therefore, we are limited in the number of positions that we are able to fill through attrition vacancies. However, we have recently been successful in securing outside grant funding for some positions. In the future we will continue to strive to hire into these positions from a broad applicant pool with a focus on our underrepresented categories.

Finally, to maintain the diversity of our workforce, the Department Head has formed a diversity committee to actively recruit minority attorney and graduate law clerk applicants from a diverse array of law schools. The Department strives to promote diversity and achieve gender-balance in the graduate law clerk pool, as this group is a significant source of applicants for the entry-level attorney positions.

Although the workforce of this Department represents only a small portion of the County’s overall workforce, because of the significant diversity in our client population, we are uniquely focused and committed to achieving the County EEO and Recruitment targets.

Message Distribution

STRATEGY	ELEMENT	TASKS
<p>Network with Universities such as Cal State East Bay, UCLA, USC, UC Davis, SF State, USF Golden Gate Univ. and local Community Colleges as well as local High Schools to increase the applicant pool and explain the Office of the Public Defender’s outreach and recruitment mission and goals</p>	<p>Publication Print Media</p>	<p>Reach out to Academic Career Advisors and Alumni Relations to explain the department’s goal of increasing the pool of qualified males; send informational letters local High Schools and Community Colleges.</p>
<p>Attend local job and diversity fairs at UC Hastings; Cal State East Bay, UC Davis, SF State, USF Golden Gate Univ.</p>	<p>Personal Contact</p>	<p>Attend and provide flyers that can be distributed at job and diversity fairs; explain department goals to attain diversity and gender-balance in the workforce.</p>
<p>Email job vacancies to local colleges, universities and law schools to reach a greater applicant pool</p>	<p>Electronic</p>	<p>Send job announcements of vacancies via email including the department goals of attracting a workforce that is diverse and gender-balanced.</p>

Contact: Joanne Sanchez-Rosa, Administrative Services Officer 925-335-8065

Joanne.Sanchez-Rosa@pd.cccounty.us

PUBLIC WORKS

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department’s workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County’s outreach program. The data shows that the Public Works increased its workforce representation in six areas. Improvements were made to the Officials and Administrators (Males, Whites and Hispanics), Professional (Males and Whites), Technician (Males and Whites), Administrative Support (Males and Blacks), Skilled Craft (Females, Whites and Blacks) and Service Maintenance (Females) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators	16%		2%		5%	
Professionals	3%		3%			
Technicians	6%		4%			
Administrative Support	4%			4%		
Skilled Crafts		2%	4%	1%		
Service Maintenance		2%				

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training, work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Skilled Crafts:** Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved such as electricians and tree trimmers.
- **Service-Maintenance:** Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene or safety of the general public such as maintenance workers and custodians.

**PUBLIC WORKS
2017 OUTREACH AND RECRUITMENT DATA
371 EMPLOYEES
GENDER**

Demographics By Gender	Total Department Workforce ⁴⁵	Male (%)	Female (%)	Working-Age Population by Job Category	
Officials and Administrators					
Working-Age Population	X	58	42	82,930	
County Workforce	12	92	8	X	
Underrepresentation	X	X	34	X	
Professionals					
Working-Age Population	X	46	54	108045	
County Workforce	82	52	48	X	
Underrepresentation	X	X	6	X	
Technicians					
Working-Age Population	X	51	49	13,265	
County Workforce	38	79	21	X	
Underrepresentation	X	X	28	X	
Administrative Support					
Working-Age Population	X	38	62	141,985	
County Workforce	55	33	67	X	
Underrepresentation	X	5	X	X	
Skilled Craft					
Working-Age Population	X	95	5	41,025	
County Workforce	65	98	2	X	
Underrepresentation	X	X	3	X	
Service Maintenance					
Working-Age Population	X	58	42	122,730	
County Workforce	119	87	13	X	
Underrepresentation	X	X	29	X	

⁴⁵ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**PUBLIC WORKS
2017 OUTREACH AND RECRUITMENT DATA
371 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ⁴⁶	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian/Alaska Native (%)	2 or more Races (%)
Officials and Administrators							
Working-Age Population	66	7	10	14	1	0	2
County Workforce	67	0	17	8	0	0	8
Underrepresentation	X	7	X	6	1	0	X
Professionals							
Working-Age Population	60	7	9	21	0	0	2
County Workforce	68	2	10	15	0	0	5
Underrepresentation	X	5	X	6	0	0	X
Technicians							
Working-Age Population	51	7	10	27	0	1	2
County Workforce	71	0	5	5	3	3	13
Underrepresentation	X	7	5	22	X	X	X
Administrative Support							
Working-Age Population	53	10	19	15	1	0	2
County Workforce	56	4	13	20	4	2	2
Underrepresentation	X	6	6	X	X	X	0
Service Maintenance							
Working-Age Population	33	10	42	12	0	0	1
County Workforce	40	18	33	4	1	2	2
Underrepresentation	X	X	9	8	X	X	X
Skilled Craft Workers							
Working-Age Population	49	6	35	7	1	0	1
County Workforce	65	6	15	8	0	3	3
Underrepresentation	X	0	20	X	1	X	X

⁴⁶ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



PUBLIC WORKS OUTREACH AND RECRUITMENT PLAN FY 2018-2019

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities we serve. As of December 31, 2017, the Public Works Department statistical data indicates the following:

- Women are underrepresented in Officials and Administrators, Technical, and Service Maintenance positions.
- Latinos are underrepresented in Skilled Craft positions.
- African Americans are underrepresented in Officials and Administrators and Technical positions.
- Asian Americans are underrepresented in Technical positions.

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and targeted recruitment efforts to Community/Faith Based Organizations, Professional Groups and online recruitment sites who serve the populations listed above.

Message: The Public Works Department will conduct strategic and targeted recruitment efforts to create a more diverse applicant pool of qualified candidates for vacant positions. We will electronically send these organizations recruitment information for all open positions within the department during the fiscal year. This targeted recruitment method will help to create a more diverse applicant pool of qualified candidates to apply for Public Works positions.

Tools:

- Community/ faith based organizations
- Local job fairs and career days
- Colleges and universities
- University journals and alumni associations
- Websites that cater to our target audiences
- Create and distribute informational brochures
- Work with education sector to identify potential student interns interested in Public Works careers

Message Distribution

STRATEGY	ELEMENT	TASKS
Create brochure that explains the Public Works department outreach and recruitment mission and goals.	Publication and Print Media	Send brochures to CBOs such as Rubicon, St. Vincent de Paul of Alameda and Contra Costa Counties, Job Train, and Green Job Corps. Brochures will also be distributed at job and career fairs, as well as conferences and seminars.
Attend job and career fairs that serve women and people of color	Personal Contact	Attend at least 2 job fairs hosted by colleges, universities, community based organizations and professional organizations that serve women and people of color.
Post job vacancies online to reach Public Works target audience.	Electronic	Post job opportunities on websites that target job seekers that are women and people of color, such as tradeswomen.org, womenforhire.com; Society for Black Engineers, Society for Women Engineers, Society for Hispanic Engineers, etc.
Develop relationships with organizations that have apprentice and training programs for trades occupations	Personal contact	Partner with local CBOs, apprenticeship, and training programs for trades occupations (i.e. Green Job Corps, Treasure Island Job Corps, and Job Train), to assist the department in identifying a diverse pool of candidates that may be interested in applying for Public Works positions.
Develop relationships with colleges, trade schools and universities to participate in job fairs and advertise job opportunities.	Personal contact	Partner with community colleges, trade schools and California universities to attend their sponsored job fairs and post on their job boards (i.e. Contra Costa Community Colleges, Universal Technical Institute, IBT Tech, UCs and CSUs)
Ensure that oral board and interview panels reflect the diversity of the candidate pool	Personal contact	When contacting potential oral board raters and identifying interview panel members, ensure that there is appropriate diversity on the panels.

<p>Utilize and promote Summer Student Intern program with a goal of hiring women and people of color.</p>	<p>Electronic and Personal Contact</p>	<p>Continue to advertise Summer Student Intern program and identify students that are interested in engineering occupations, or are currently engineering students.</p> <p>Pursue new contract with Contra Costa County Office of Education to hire Student Interns between the ages of 18 – 23 who have barriers to obtaining employment.</p>
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Contact: Carrie Ricci, Deputy Director
Carrie.ricci@pw.cccounty.us

SHERIFF-CORONER

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department's workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County's outreach program. The data shows that the Sheriff-Coroner increased its workforce representation in seven areas. Improvements were made to the Officials and Administrator (Females and Hispanics), Professional (Males, Blacks and Hispanics), Technicians (Whites), Administrative Support (Males and Hispanics), Service Maintenance (Males and Hispanics), Protective Services Worker – Sworn(Hispanics), and Protective Services Worker- Non Sworn (Females, Blacks and Hispanics) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators		6%			11%	
Professionals	9%			3%	2%	
Technicians			6%			
Administrative Support	2%	2%			6%	
Service Maintenance	2%				6%	
Protective Service (Sworn)					1%	
Protective Service (Non-Sworn)		11%		5%	3%	

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Service-Maintenance:** Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene or safety of the general public such as maintenance workers and custodians.
- **Protective Service Workers (Sworn):** Occupations in which workers are entrusted with public safety, security and protection from destructive forces.
- **Protective Service Workers (Non-Sworn):** Occupations that perform technical and support work in safety or law enforcement work, which does not require a sworn person. Examples include community service officers and animal control officers.

**SHERIFF-CORONER
2017 OUTREACH AND RECRUITMENT DATA
1090 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ⁴⁷	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
Working-Age	X	58	42	82,930
County Workforce	9	56	44	X
Underrepresentation	X	2	X	X
Professionals				
Working-Age	X	46	54	108,045
County Workforce	118	71	29	X
Underrepresentation	X	X	25	X
Technicians				
Working-Age	X	51	49	13,265
County Workforce	129	78	22	X
Underrepresentation	X	X	27	X
Administrative Support				
Working-Age	X	38	62	141,985
County Workforce	183	20	80	X
Underrepresentation	X	18	X	X
Service Maintenance				
Working-Age	X	58	42	122,730
County Workforce	28	79	21	X
Underrepresentation	X	X	21	X
Protective Services (Sworn)				
Working-Age	X	82	18	9,480
County Workforce	524	84	16	X
Underrepresentation	X	X	2	X
Protective Services (Non-Sworn)				
Working-Age	X	54	46	810
County Workforce	99	65	35	X
Underrepresentation	X	X	11	X

⁴⁷ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**SHERIFF-CORONER
2017 OUTREACH AND RECRUITMENT DATA
1090 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ⁴⁸	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian/ Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
Working-Age Population	66	7	10	14	1	0	2
County Workforce	89	0	11	0	0	0	0
Underrepresentation	X	7	X	14	1	0	2
Professionals							
Working-Age Population	60	7	9	21	0	0	2
County Workforce	73	6	8	3	0	0	10
Underrepresentation	X	1	1	18	0	0	X
Technicians							
Working-Age Population	51	7	10	27	0	1	2
County Workforce	74	5	13	5	1	0	3
Underrepresentation	X	2	X	22	X	1	X
Administrative Services							
Working-Age Population	53	10	19	15	1	0	2
County Workforce	52	15	20	7	2	0	4
Underrepresentation	1	X	X	8	X	0	X
Service Maintenance							
Working-Age Population	33	10	42	12	0	0	1
County Workforce	18	4	50	21	0	0	7
Underrepresentation	15	6	X	X	0	0	X
Protective Services (Sworn)							
Working-Age Population	53	15	15	10	3	0	3
County Workforce	67	8	16	4	1	0	4
Underrepresentation	X	7	X	6	2	0	X
Protective Services (Non-Sworn)							
Working-Age Population	65	1	22	8	0	0	5
County Workforce	54	16	19	7	2	0	2
Underrepresentation	11	X	3	1	X	0	3

⁴⁸ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



SHERIFF-CORONER OUTREACH AND RECRUITMENT PLAN FY 2018-2019

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2017, the Office of the Sheriff's workforce statistical data indicates the following:

- Asians are underrepresented in Officials and Administrators, Professional, and Technical positions;
- Blacks are underrepresented in Officials and Administrators positions;
- Whites are underrepresented in Protective Services (Non-Sworn), and Service Maintenance positions;
- Females are underrepresented in Professional, Technical, Service Maintenance and Protective Services (Non-Sworn) positions;
- Males are underrepresented in Administrative Support positions.

Objective: Increase the recruitment efforts to these underrepresented groups by conducting focused outreach efforts to community organizations, professional groups and online recruitment sites that serve these underrepresented populations.

Message: The Office will conduct strategic and targeted outreach efforts to these underrepresented groups to create a more diverse applicant pool of qualified candidates to apply for and be successful in the civilian positions within the law enforcement community.

Tools: Community Events and Organizations
Local Job Fairs and Career Days
Local Colleges and Universities
Websites geared toward a diverse group of job seekers interested in working for a law enforcement agency
Incorporate non-sworn job opportunities into our robust sworn recruitment efforts

Message Distribution

STRATEGY	ELEMENT	TASKS
<p>Create brochures, flyers, posters and billboards that demonstrate the diverse workforce of the Office of the Sheriff. To include the non-sworn positions that support the mission of law enforcement.</p>	<p>Publication Print Media Websites</p>	<p>Distribute brochures throughout local and statewide colleges, universities, military bases and East Bay Works. Place advertisements on the SO Law Enforcement Training Center Website, Facebook, Twitter, Claycord.com, and Deputy Sheriff Association Websites.</p>
<p>Attend job fairs and career days that serve a large ethnically diverse population</p>	<p>Personal Contact</p>	<p>Set up class presentations, working job fairs, and workshops at Asian and female-dominated high school, colleges, and universities.</p>
<p>Increase exposure in the local communities served by participating in local and community events.</p>	<p>Personal Contact</p>	<p>Set up recruiting stations at events such as Art and Wine Festivals, Music in the Park, Farmer's Markets, etc. Also canvass shopping centers, strip malls, local down-town shopping areas, fitness centers, etc.</p>

Contact: Mary Jane Robb, Sheriff's Chief of Management Services
mrobb@so.cccounty.us

TREASURER-TAX COLLECTOR

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department’s workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County’s outreach program. The data shows that the Treasurer/Tax Collector increased its workforce representation in four areas. Improvements were made to the Officials Administrator (Females and Hispanics), Professionals (Males and Whites), Technicians (Males and Whites) and Administrative Support (Females and Whites) occupational categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators		25%			25%	
Professionals	47%		23%			
Technicians	25%		25%			
Administrative Support		23%	12%			

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**TREASURER-TAX COLLECTOR
2017 OUTREACH AND RECRUITMENT DATA
31 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ⁴⁹	Male (%)	Female (%)	Working Age Population by Job Category
Officials and Administrators				
Working-Age Population	X	58	42	82,930
County Workforce	4	25	75	X
Underrepresentation	X	33	X	X
Professionals				
Working-Age Population	X	46	54	108,045
County Workforce	6	67	33	X
Underrepresentation	X	X	21	X
Technicians				
Working-Age Population	X	51	49	13,265
County Workforce	4	25	75	X
Underrepresentation	X	26	X	X
Administrative Support				
Working-Age Population	X	38	62	141,985
County Workforce	17	6	94	X
Underrepresentation	X	32	X	X

⁴⁹ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**TREASURER-TAX COLLECTOR
2017 OUTREACH AND RECRUITMENT DATA
31 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ⁵⁰	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
Working-Age	66	7	10	14	1	0	2
County Workforce	25	0	25	25	0	0	25
Underrepresentation	41	7	X	X	1	0	X
Professionals							
Working-Age	60	7	9	21	0	0	2
County Workforce	83	0	0	17	0	0	0
Underrepresentation	X	7	9	4	0	0	2
Technicians							
Working-Age	51	7	10	27	0	1	2
County Workforce	25	75	0	0	0	0	0
Underrepresentation	26	X	10	27	0	1	2
Administrative Support							
Working-Age	53	10	19	15	1	0	2
County Workforce	35	24	18	12	0	6	6
Underrepresentation	18	X	1	3	1	X	X

⁵⁰ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



TREASURER-TAX COLLECTOR OUTREACH AND RECRUITMENT PLAN FY 2018-2019

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2017, the Office of Treasurer – Tax Collector statistical data indicates the following:

- Males are underrepresented in Officials & Administrators positions (33%) in Technical positions (26%) and in Administrative Support (32%);
- Females are underrepresented in Professional positions (21%);
- Blacks (7%) and Whites (41%) are underrepresented in Officials and Administrator positions;
- Blacks (7%) and Hispanics (9%) are underrepresented in Professional positions;
- Hispanics (10%), Whites (26%) and Asians (27%) are underrepresented in Technical positions;
- Whites (18%) are underrepresented in Administrative Support positions.

Objective: Increase the applicant flow of underrepresented groups within our workforce by HR department conducting specific outreach and recruitment efforts to Community/Faith Based Organizations (CBOs), Professional Groups and online recruitment sites who serve the populations listed above.

Message: Human Resources will conduct strategic outreach efforts to community/faith based organizations, professional groups and online websites that serve those populations where we have underrepresentation. We request Human Resources in their outreach efforts to electronically send these organizations all

open vacancies within our department during the fiscal year. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

- Tools:**
- Distribute information to CBOs
 - Local job fairs and career days
 - Local colleges and universities
 - Websites geared towards recruiting Whites and males to Officials and Administrators, Technicians and Administrative Support positions
 - Websites geared towards recruiting Black, Hispanic and females to Professional positions
 - Websites geared towards recruiting Asians to Technicians positions.

Message Distribution

STRATEGY	ELEMENT	TASKS
Partner with Community Based Organizations who serve males who are interested in working in the Officials and Administrators, Technical and Administrative Support fields	Personal Contact/E-mail	County to partner with CBOs and professional organizations. Send job announcements of vacancies via e- mail or by mail to attract a workforce that is diverse and gender balanced.
We recommend HR attend job and career fairs geared towards helping Native Hawaiian/Pacific Islanders, Blacks and White males find employment as Officials & Administrators and Asian, Black and Hispanic females for Professional vacancies	Personal Contact	County HR Representative to attend job and career fairs during the fiscal year. The County will focus on recruiting males for Official & Administrative opportunities and females for Professional opportunities when distributing information about the department's vacancies.

E-mail job vacancies to local community colleges and universities to reach a greater applicant pool	Personal Contact/Electronic	HR to send job announcements of vacancies via e-mail to local colleges such as DVC, Los Medanos and Cal State East Bay.
Partner with professional organizations to reach out to Native Hawaiian/Pacific Islanders, Blacks, Asians and White males to apply for Officials/ Administrators and Professional positions within our workforce	Personal Contact/Electronic	Register and post job vacancies on websites such as California State Association of Counties (CSAC) www.counties.org/ , www.californiacitynews.org , the National Association of Black Accountants Inc. www.sfnabainc.com , and the National Asian American Society of Accountants (NAASA) www.idealists.org
Research employment websites and register to join the online community	Electronic	Register and post job vacancies on websites such as www.indeed.com , www.sfbay.craigslist.org , and www.bayareacareer.com/bay_area.php

Contact: Ronda Boler, (925) 957-2888
Ronda.Boler@tax.cccounty.us

VETERANS SERVICES

The Office of EEO analyzed the workforce underrepresentation within each department. EEO compared the department’s workforce statistical data from December 31, 2015 to December 31, 2017 to help determine the effectiveness of the County’s outreach program. The data shows that Veterans Services increased its workforce representation in two areas. Improvements were made to the Professional (Males and Whites) and Administrative Support (Females and Whites) job categories. The job categories and definitions are listed below.

	Males	Females	Whites	Blacks	Hispanics	Asians
Officials and Administrators						
Professionals	7%		3%			
Administrative Support		17%	17%			

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**VETERANS SERVICES
2017 OUTREACH AND RECRUITMENT DATA
10 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ⁵¹	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
Working-Age Population	X	58	42	82,930
County Workforce	1	100	0	X
Underrepresentation	X	X	42	X
Professionals				
Working-Age Population	X	46	54	108,045
County Workforce	6	67	33	X
Underrepresentation	X	X	21	X
Administrative Support				
Working-Age Population	X	38	62	141,985
County Workforce	3	33	67	X
Underrepresentation	X	5	X	X

⁵¹ The total number of people who had worked for the County at least one day during the 2017 calendar year.

**VETERANS SERVICES
2017 OUTREACH AND RECRUITMENT DATA
10 EMPLOYEES
RACE AND ETHNICITY**

Demographics by Race and Ethnicity ⁵²	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian/Alaska Native (%)	Two or more Races (%)
Officials and Administrators							
Working-Age Population	66	7	10	14	1	0	2
County Workforce	100	0	0	0	0	0	0
Underrepresentation	X	7	10	14	1	0	2
Professionals							
Working-Age Population	60	7	9	21	0	0	2
County Workforce	83	0	17	0	0	0	0
Underrepresentation	X	7	X	21	0	0	2
Administrative Support							
Working-Age Population	53	10	19	15	1	0	2
County Workforce	67	0	0	0	0	0	33
Underrepresentation	X	10	19	15	1	0	X

⁵² The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



VETERANS SERVICES OUTREACH AND RECRUITMENT PLAN FY 2018-2019

Issue: As of December 31, 2017, the Veterans Service Department's statistical data reflects an under-representation for Women – 42% Officials and Administrators and 21% in Professionals. Officials and Administrators are under-represented in: 7%-Blacks; 10%-Hispanics; 14%-Asians. Professionals are under-represented in: 7%-Blacks; 21%-Asians. Administrative Support are under-represented in: 10%-Blacks; 19% Hispanics; 15%-Asians (As of June 1, 2018 Veterans Services hired an employee of Hispanic ethnicity).

Objective: Increase the visibility of Asians, Hispanics, African Americans, and Women within the workforce. The department will create and nurture partnerships with Community Based Organizations (CBOs) to ensure that we keep them informed about job vacancies and other resources within the County.

Message: The Department will conduct strategic and targeted outreach efforts to Asians, African American, Hispanics, and Women in order to create a more diverse applicant pool of qualified candidates to apply for vacant positions.

Veterans Services has 9.5 FTE with no current vacancies. If and when positions become available for recruitment, our department will utilize job and diversity fairs in an attempt to seek qualified candidates.

Outreach

Tools: Create and distribute informational brochures to CBOs

Attend and participate in local job and diversity fairs

Post job vacancies on websites that are geared toward the Asian population

Outreach

Tools: Create and distribute informational brochures to CBOs

Attend and participate in local job and diversity fairs

Post job vacancies on websites that are geared toward the Asian population

Message Distribution

Strategy	Element	Tasks
<p>Create brochure which explains the Veterans Service Department's outreach and recruitment mission and goals</p>	<p>Publication Print Media</p>	<p>Mail brochures to CBOs that serve the Asian, Hispanic, Black, and Women populations so they can share with their clientele.</p> <p>Brochures will also be distributed at job and diversity fairs; events that we will attend.</p>
<p>Mail employment recruitments for current Veterans Service Department vacancies to CBOs</p>	<p>Personal Contact</p>	<p>Partner with The Shiva Murugan Temple, API Cultural Center, Bay Area Women's Center, and ASNC Young Professionals Group in order to encourage their applications for employment opportunities.</p>
<p>Register and post job vacancies online to reach a broad section of Asian, Hispanic, Black, and Women populations</p>	<p>Electronic</p>	<p>Register and post job vacancies on websites that cater to Asian, Hispanic, Black, and Women populations such as:</p> <p>http://www.asian-jobs.com/</p> <p>http://www.blackcareernetwork.com</p> <p>http://www.workplace-dynamics.com</p> <p>http://bayareawomenscouncil.org/</p>

Contact: Nathan D. Johnson Equal Employment Opportunity Coordinator
Nathan@vs.cccounty.us



Contra
Costa
County

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: October 16, 2018

Subject: Conflict of Interest Code Amendment for the Ambrose Recreation & Park District

RECOMMENDATION(S):

APPROVE amendments to the List of Designated Positions of the Ambrose Recreation & Park District (“District”).

FISCAL IMPACT:

None.

BACKGROUND:

The District has amended the List of Designated Positions of its Conflict of Interest Code and submitted the revised List of Designated Positions, attached as Exhibit A, to the Board of Supervisors for approval pursuant to Government Code sections 87306 and 87306.5.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Cynthia Schwerin, Deputy County Counsel, (925) 335-1800

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: David Twa, Clerk of the Board of Supervisors, Cynthia Schwerin, Deputy County Counsel, Trina Hudson, Chair of the Board of Supervisors of the Ambrose Recreation & Park

BACKGROUND: (CONT'D)

The changes include the addition and elimination of positions designated to file conflict of interest statements. These changes will ensure that the Conflict of Interest Code accurately reflects the current positions and organizational structure in use by the District. A strike-out version of the List of Designated Positions is included as Exhibit B.

CONSEQUENCE OF NEGATIVE ACTION:

None.

ATTACHMENTS

Exhibit A - Ambrose Recreation & Park District COI Code

Exhibit B - Ambrose Recreation & Park District COI Code STRIKEOUT

RESOLUTION #18/19-01

Before the Board of Directors of the Ambrose Recreation & Park District (a political subdivision) of Contra Costa County, State of California:

RESOLUTION
ADOPTING A CONFLICT OF INTEREST CODE

WHEREAS, 2 CCR Section 18730 provides that incorporation by reference of the terms of Section 18730 along with the designation of employees and the formulation of disclosure categories referenced in Section 18730 constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code Section 87300 or the amendment of a conflict of interest code within the meaning of Government Code Section 87306 if the terms of Section 18730 are substituted for terms of a conflict of interest code already in effect; and

WHEREAS, the Ambrose Recreation and Park District does have in effect a conflict of interest code, set forth in Part IV of the Board Policy Manual; and

WHEREAS, the District Board desires to amend its existing conflict of interest code as set forth in this Resolution;

NOW, THEREFORE, the District does resolve as follows:

2 CCR Section 18730 and as such regulation may be amended from time to time, and Appendix "A" attached to this Resolution, designating District members and staff in certain disclosure categories, shall constitute the Conflict of Interest Code for the District, and shall become effective upon approval by the Contra Costa County Board of Supervisors pursuant to Government Code Section 87302.

APPENDIX "A"

<u>Position</u>	<u>Disclosure Category</u>
Board Member	1
General Manager	1
Senior Accountant	1
Recreation Supervisor	1
Administrative Assistant	1
Park Foreman	1

Disclosure Category 1:

(a) All sources of income, (b) all interest in real property (c) all investments, and (d) all business positions in business entities.

THE FOREGOING RESOLUTION WAS ADOPTED at a regular meeting on the 13th day of September, 2018 by the Board of Directors of the Ambrose Recreation & Park District by the following vote:

AYES: 5 (Hudson, Torlakson, Garcia, Lopez-Garcia, Hoagland)
NOES: 0
ABSTENTIONS: 0
ABSENT: 0

Trina Hudson
Chair, Trina Hudson

9/25/18
Date

I, THE UNDERSIGNED, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Ambrose Recreation & Park District at a regular meeting held the 13th day of September, 2018.

Doug Long
Doug Long, Clerk of the Board

9/13/18
Date

AMBROSE RECREATION & PARK DISTRICT

Conflict of Interest Code

The designated District Staff and Board Members in the disclosure categories below shall constitute the **Conflict of Interest Code** for the Ambrose Recreation & Park District and became effective by approval of the Contra Costa County Board of Supervisors pursuant to Government Code Section 87302.

<u>Position</u>	<u>Disclosure Category</u>
Board Member	1
General Manager	1
Senior Accountant	1

Disclosure Category 1:

- (a) All sources of income, (b) all interest in real property (c) all investments, and (d) all business positions in business entities.

This Conflict of Interest Code was adopted by Resolution #18/19-01 by the Board of Directors of the Ambrose Recreation and Park District at a regular meeting held on the 13th day of September, 2018.

AMBROSE RECREATION & PARK DISTRICT

Conflict of Interest Code

The designated District Staff and Board Members in the disclosure categories below shall constitute the **Conflict of Interest Code** for the Ambrose Recreation & Park District and became effective by approval of the Contra Costa County Board of Supervisors pursuant to Government Code Section 87302.

<u>Position</u>	<u>Disclosure Category</u>
Board Member	1
General Manager	1
<i>Senior Accountant</i>	1
Recreation Supervisor	1
Administrative Assistant	1
Park Foreman	1

Disclosure Category 1:

- (a) All sources of income, (b) all interest in real property (c) all investments, and (d) all business positions in business entities.

This Conflict of Interest Code was adopted by Resolution #18/19-01 by the Board of Directors of the Ambrose Recreation and Park District at a regular meeting held on the 13th day of September, 2018.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: October 16, 2018

Subject: Approve New and Recredentialing Providers in Contra Costa Health Plan's Community Provider Network

RECOMMENDATION(S):

APPROVE the list of providers recommended by Contra Costa Health Plan's Peer Review and Credentialing Committee on September 11, 2018, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

FISCAL IMPACT:

Not applicable.

BACKGROUND:

The National Committee on Quality Assurance (NCQA) requires that evidence of Board of Supervisors approval must be contained within each CCHP provider's credentials file. Approval of this list of providers as recommended by the CCHP Peer Review and Credentialing Committee will enable the CCHP to comply with this requirement.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, CCHP's Providers would not be appropriately credentialed and not be in compliance with the NCQA.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Patricia Tanquary,
925-313-6004

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Marcy Wilhelm, Heather Wong

ATTACHMENTS

List

Contra Costa Health Plan
Providers Approved by Peer Review and Credentialing Committee
September 11, 2018

CREDENTIALING PROVIDERS SEPTEMBER 2018	
Name	Specialty
Alonzo, Rosa, BA, RBT	Qualified Autism Professional
Beck, Joel, MD	Surgery – Transgender
Chen, Isabelle, BA, RBT	Qualified Autism Professional
Cohen, Tamar, BCBA	Qualified Autism Provider
Crawford, Megan, BCBA	Qualified Autism Provider
Crowe, Rebecca, M.Ed., RBT	Qualified Autism Provider
Crummett, Eva, BA, RBT	Qualified Autism Professional
DeLa Cruz Aguilar, Edna, BS, RBT	Qualified Autism Professional
Dietrick, James, DC	Chiropractic Medicine
Dyer, Michael, BCBA	Qualified Autism Provider
Kinnevey, Christina, MD	Primary Care Family Medicine
Lope, Aubry, BA, RBT	Qualified Autism Professional
Lopez-Flores, Jenifer, BA, RBT	Qualified Autism Professional
Macias, Marcela, BCBA	Qualified Autism Provider
Monzon, Victoria, BA, RBT	Qualified Autism Professional
Nieves, Lyzandra, BA, RBT	Qualified Autism Professional
Ray, Teresa, BS	Qualified Autism Professional
Rezapour, Alireza, MD	Primary Care Internal Medicine
Romero, Janelle, BA, RBT	Qualified Autism Professional
Ryburn, Lacy, PsyD	Qualified Autism Provider
Samsel, Megan, BA, RBT	Qualified Autism Professional
Scott-Rosenbluth, Rachel, BCBA	Qualified Autism Provider
Sobretudo, Gina, NP	Primary Care Family Medicine
Thuruthickara, Rosin, MA, RBT	Qualified Autism Provider
Toma, Marissa, MD	Surgery – Vascular
Uchiyama, Merry, MD	Surgery – Thoracic
Velarde, Elizabeth, MA	Qualified Autism Provider
Yuen, Kin, MD	Sleep Medicine

CREDENTIALING ORGANIZATIONAL PROVIDERS SEPTEMBER 2018		
Provider Name	Provide the Following Services	Location
A Plus Home Health Care, Inc.	Home Health	Pleasanton

CREDENTIALING ORGANIZATIONAL PROVIDERS SEPTEMBER 2018		
Provider Name	Provide the Following Services	Location
A Plus Hospice	Hospice	Pleasanton
Bayhealth, Inc.	Home Health	Campbell
Gateway Home Health Center	Home Health	Concord
Luxor Care, Inc., dba: Luxor Care Home Health Services	Home Health	Vallejo
Shadelands Endovascular, LLC	Ambulatory Surgery Center	Walnut Creek
Sojourn Hospice & Palliative Care - East Bay, LLC	Hospice & Palliative Care	Concord
South Springs Home Health, Inc.	Home Health	San Jose
Sunny Hill Services	Substance Abuse	San Anselmo
Synergy Health Services, Inc., dba: Care Options	Home Health	Hayward

RE-CREDENTIALING PROVIDERS SEPTEMBER 2018	
Name	Specialty
Benn, Andrew, MD	Cardiovascular Disease
Berjis, Faraz, MD	Gastroenterology
Castillo, Peter, MD	Urogynecology & Pelvic Reconstructive Surgery
Cheng, Huilan, MD	Gastroenterology
Chiu, John, MD	Cardiovascular Disease
Choi, Jiyon, MD	Hematology/Oncology
Del Rio, Gerald, MD	Primary Care Internal Medicine/ Pulmonary Disease
Dharan, Murali, MD	Surgery – Cardiothoracic
Friedman, Yaron, MD	OB/GYN
Guerrero, Susan, PsyD	Mental Health Services
Harris, Jennifer L., BCBA-D, MFT	Qualified Autism Provider
Hosseini, Mehra, MD	Gastroenterology
Howard, Sage, BCBA	Qualified Autism Provider
Khan, Tanveer, MD	Surgery – Cardiothoracic

RECREREDENTIALING PROVIDERS SEPTEMBER 2018	
Name	Specialty
Krupitskaya, Yelena, MD	Hematology/Oncology
Lee, Jenny, MFT	Qualified Autism Provider
Lee, Michael, MD	Cardiovascular Disease
Nagesetty, Rajiv, MD	Surgery – Vascular
Nathan, Mark, MD	Cardiovascular Disease
Nguyen, Bach-Kim, OD	Optometry
O'Hearn, Kathleen, NP	Primary Care Pediatrics
Rajapuram, Gurunath, MD	Cardiovascular Disease
Rhodes, Gregory, MD	Surgery – General Vascular
Silpa, Michael, MD	Gastroenterology
Tanner, Catherine, NP	Primary Care Family Medicine
Veeragandham, Ramesh, MD	Surgery – Cardiothoracic
West, Jeffrey, MD	Cardiovascular Disease
White, Neal, MD	Cardiovascular Disease

RECREREDENTIALING ORGANIZATIONAL PROVIDER SEPTEMBER 2018		
Provider Name	Provide the Following Services	Location
Healthflex Home Health Services dba: Healthflex Home Health Services	Home Health	Oakland



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: October 16, 2018

Subject: Advisory Council on Equal Employment Opportunity By-Laws Revisions

RECOMMENDATION(S):

APPROVE the revised Advisory Council on Equal Employment Opportunity (ACEEO) By-laws as recommended by the ACEEO and the Hiring Outreach Oversight Committee.

FISCAL IMPACT:

None

BACKGROUND:

The updated bylaws were approved by the ACEEO at the April 2018 council meeting. The last time they were updated was on March 1, 2006.

CONSEQUENCE OF NEGATIVE ACTION:

The Council will not be able to use technological advances when preparing and conducting its monthly meetings.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Antoine Wilson,
925-335-1455

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

2018 Revised ACEEO
By-Laws

**BY-LAWS
OF THE
ADVISORY COUNCIL ON
EQUAL EMPLOYMENT OPPORTUNITY**

ARTICLE I

MEETINGS:

Section 1: Regular Meetings. Regular Meetings of the ADVISORY COUNCIL ON EQUAL EMPLOYMENT OPPORTUNITY of Contra Costa County, hereinafter referred to as the "Advisory Council," or "Council" shall be held monthly at regular times and places as set by the Advisory Council.

Section 2: Special Meetings. A special meeting may be called at any time by the Chairperson of the Advisory Council or by a majority of the members of the Council, by providing notice to each member of the Council and to the Board of Supervisors, and by posting the information on the ACEEO website. The notice shall be posted at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. The Council shall consider no other business at the meeting.

Section 3: Public Meetings. All regular and special meetings of the Advisory Council shall be open to the public in accordance with the Brown Act of the State of California and the Better Government Ordinance of Contra Costa County.

Section 4: Quorum. A majority of the members currently appointed to the Advisory Council shall constitute a quorum. A quorum is not necessary to conduct a meeting. The vote of a majority of a quorum shall be necessary to act except as otherwise noted in these by-laws.

Section 5: Order of Business. The normal order of business for regular meetings shall be determined by the Chairperson in consultation with members of the Advisory Council and with staff to the Advisory Council at the time of preparation of the meeting agenda or prior to conducting the meeting. The order of business of any meeting may be changed by the affirmative vote of a majority of the quorum of the Advisory Council during the meeting. The order of business shall include the following items not necessarily in the following order:

- A. Call to order
- B. Roll call
- C. Public comment
- D. Approval of minutes of previous meeting
- E. Report by staff
- F. Correspondence
- G. Report by chairperson

- H. Report(s) by Committee(s)
- I. Old business
- J. New business
- K. Public Comment on Non-Agenda Items
- L. Review Items for next Agenda
- M. Adjournment

Section 6: Rules of Order. The rules contained in the latest edition of Robert's Rules of Order shall govern the Advisory Council in all cases to which they are applicable and in which they are not inconsistent with the laws governing the Advisory Council and these by-laws, provided that any rule may be modified by majority vote of the Advisory Council.

Section 7: Tapes and Minutes. Each meeting shall be taped, and a written record that accurately reflects the agenda and decisions made at the meeting (minutes) shall be maintained. Copies of the minutes shall be distributed to all Advisory Council members at least one workweek prior to the next regularly scheduled meeting. The meeting tapes can be reviewed upon request at any time with prior notice to staff. The tape from each meeting will be erased one week after the subsequent meeting of the Advisory Council.

Section 8: Manner of voting. The vote of all questions coming before the Advisory Council shall be by voice vote, except by request of a member or staff that a roll call vote be taken, in which case the yeas, nays, and abstentions shall be entered into the minutes of such meeting. The Advisory Council shall attempt to reach a consensus; if unable to reach consensus, then a roll call vote may be taken. Additionally, if a consensus is not reached, then a majority vote is necessary to pass an action.

Section 9: Other Procedures. The Advisory Council may adopt, by majority vote, other rules, regulations and procedures as may be required for the orderly conduct of business.

Section 10: Absence of Advisory Council Members. After a Council member has three unexcused absences in a twelve-month period from regularly scheduled meetings, the Advisory Council may recommend formally to the Board of Supervisors that the member be removed.

ARTICLE II

MEMBERSHIP:

Section 1: The Board of Supervisors shall determine the number and composition of the members of the Advisory Council.

Section 2: All members of the Advisory Council are appointed by and serve at the pleasure of the Board of Supervisors.

Section 3: Matters of tenure of appointments and re-appointments are found in the enabling Orders of the Board of Supervisors and County Affirmative Action Plan.

Section 4: All Advisory Council members serve without compensation.

ARTICLE III

OFFICERS:

Section 1: Designation of Officers. The Officers of the Advisory Council shall be the Chairperson and the Vice-Chairperson.

Section 2: Nominations. Advisory Council members may propose candidates for Advisory Council office.

Section 3: Election of Officers. In November of each year, the officers of the Advisory Council shall be elected by a majority vote of the total current membership of the Advisory Council and shall serve for a term of one year commencing on and after the first meeting in November of each year. All officers shall continue to serve until a successor has been elected. No officer shall serve for more than two consecutive terms in one particular office unless this rule is set aside for that particular office by 2/3 vote of the current members. Any officer may be removed from office at any time for just cause on the vote of 2/3 of the current members.

Section 4: Vacancies of Officers. Any vacancy occurring among any of the officers by reason of death, resignation from office or removal of any officer shall be filled by a vote of a majority of all current members of the Advisory Council and the person filling the vacancy shall serve the remaining term of office.

Section 5: Powers and duties of the Chairperson. The Chairperson shall call the meeting to order at the appointed time; shall appoint all committees, subject to the approval of the Advisory Council; shall have all the powers and duties of the presiding officer as described in Robert's Rules of Order; and shall perform other duties as may from time to time be prescribed by the Advisory Council.

Section 6: Powers and Duties of the Vice-Chairperson. The Vice-Chairperson shall have all the powers and perform all the duties of the Chairperson in the absence or inability of the Chairperson to act. The Vice-Chairperson shall perform such other duties as may from time to time be prescribed by the Advisory Council or by the Chairperson.

ARTICLE IV

COMMITTEES:

Section 1: Committees. The Chairperson from time to time may establish committees, composed of members of the Council, define their powers and duties consistent with the Council's mandate as stated in Part IV of the County's Affirmative Action Plan, and appoint the members thereof subject to the approval of the Advisory Council.

Section 2: Each subcommittee shall have a chairperson. The Chairperson of the Advisory Council shall be an ex-officio member of all committees of the Advisory Council and shall be notified of all meetings. A list of members and participants of each committee shall be kept and a copy given to the Advisory Council staff person. Committee meeting notices shall be mailed, e-mailed, telephoned, and/or personally given, approximately one workweek in advance of the meeting date to all members of the committee involved, or by unanimous agreement with less notice. Meeting locations shall be conducive to effective functioning of the committee (e.g. size, accessibility, minimum of distractions, etc.)

At the first meeting of any new committee and at other times as warranted by changing membership or other conditions, the purpose and relevant policies of the Advisory Council and the particular committee shall be reviewed and explained by the Advisory Council Chairperson and/or the committee Chairperson.

Section 3: Meetings. Committees shall meet as warranted.

Section 4: Assistance. Committees may call upon any member of the staff of the Advisory Council for technical or clerical assistance.

Section 5: When the committee Chairperson changes, the outgoing committee Chairperson shall submit to the new committee Chairperson a list of all pending projects of the committee in order to insure continuity and completion of the committee activities and goals.

ARTICLE V

PUBLIC STATEMENTS:

Section 1: Only the Chairperson or his/her designee may speak or make statements officially on behalf of the Advisory Council. The designee shall be a member of the Advisory Council or staff.

ARTICLE VI

AMENDMENTS:

Section 1: As authorized by the Board of Supervisors, the Advisory Council may independently adopt bylaws that address quorum requirements, attendance requirements for continuing membership, the election of officers, and the establishment of subcommittees comprising current members of the advisory body. Advisory Council bylaws addressing other topics must be approved by the Board of Supervisors. Subject to the requirements for Board of Supervisors approval, these bylaws may be adopted, amended or repealed by the affirmative vote of 2/3 of the currently appointed members of the Advisory Council, at any regular or special meeting.

Section 2: Written notice of any proposed changes must be publicly posted and given to members of the Advisory Council at least four days (96 hours) prior to the meeting at which the vote will be called.



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: October 16, 2018

Subject: Contra Costa County Public Law Library Board of Trustees Fiscal Year 2017/18 Report

RECOMMENDATION(S):

ACCEPT the Contra Costa County Public Law Library Board of Trustees Fiscal Year 2017/18 Report.

FISCAL IMPACT:

No fiscal impact

BACKGROUND:

Per Resolution No. 2011/497, each Advisory Body shall submit annually to the Board of Supervisors a report on its activities, accomplishments, membership attendance, required training/certification and proposed work plan or objectives for the following year.

CONSEQUENCE OF NEGATIVE ACTION:

If the report is not accepted, the Board will not have an official record of the Public Law Library Board of Trustees activities in the past year.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Jami Napier, (925)
335-1908

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

ATTACHMENTS

FY 2017/18 Public Law Library
Report

**CONTRA COSTA COUNTY PUBLIC LAW LIBRARY
ANNUAL REPORT TO TRUSTEES AND BOARD OF SUPERVISORS
July 2017 – June 2018**



INTRODUCTION:

Business and Professions Code §6340 mandates that each county in California have a law library located in the county seat. Contra Costa County is highly compliant, having a main branch of the law library in Martinez as well as a smaller branch inside the Richmond Courthouse. A third branch has been available inside the Pittsburg Courthouse since 2010, but lack of funding forced the closure of that branch, effective September 1, 2017. The Contra Costa County Public Law Library serves everyone, including the general public, judicial officers, members of the bar, and students.

MISSION OF THE LIBRARY:

The library's mission statement guides the activities of the library: *To provide all members of the community access to research materials to aid in understanding and preserving legal rights.* Law library trustees and staff want the people of Contra Costa County to recognize the law library as their primary source for legal information. The law library strives to render the highest quality of service to the community by providing a current, balanced collection of materials and resources along with trained staff dedicated to assisting users in meeting their legal information needs.

FUNDING:

- The amount of funding public law libraries receive from tax-based sources is zero. County law libraries in California receive over 90% of their funding from a small portion of civil court filing fees.
- In Contra Costa County, 93% of the law library's revenue is derived from civil filing fees.
- Senate Bill 1407, passed in 2007, established a moratorium on increases in filing fees. The moratorium was later extended. The result has been an inability of law libraries to increase their primary revenue source despite the fact that publishers of legal material raise their costs an average of 10-15% per year.
- During that same time period, the Contra Costa County Public Law Library's filing fee revenues declined 39%
- Other factors, including filing fee reductions granted to select individuals, and fee waivers, along with changes in the jurisdictional limits for small claims court during the last decade, have contributed to declining revenues, not only for law libraries, but also for the courts.
- County law libraries throughout California are experiencing the same revenue shortfalls that we are seeing in Contra Costa County, all the while, the number of self-represented litigants seeking help in California's county law libraries continues to grow.
- The Council of California County Law Librarians has been working to seek solutions to this complex and serious problem for many years, but there is still not a viable plan, such as a piece of legislation, in place to protect funding for county law libraries, although the governor did sign off on a budget which included some emergency funding for county law libraries.
- Creating sustainable funding for California's county law libraries is a critical goal for the immediate future. Sustainability for the law library is estimated at 5 years, based on the current revenue stream. This means that unless changes are made in the way county law libraries in California are funded, the future of all law libraries, including the Contra Costa County Public Law is under serious threat, and public law libraries may cease to exist, despite a state statute mandating their existence.

THE COLLECTION:

- The library holds more than 40,000 books.
- Collections are up to date and kept in good order and condition.
- Holdings include more than 100,000 non-book items (microforms and CD-ROMs).
- Subscriptions to online services include the following: Westlaw, and Commerce Clearinghouse Tax Service. Online subscriptions make it possible for staff and library users to access statutory and case law for all 50 states and Washington D.C., a large body of law review and journal articles, as well as other extensive content. These services are very popular with both user groups and are frequently requested. Collection development is an ongoing process for the library. This means that the library's collection is constantly scrutinized for changes that need to be made, with an eye toward serving the needs of our patrons in the most cost effective manner possible.
- For several years, declining revenues have necessitated collection development aimed at identifying material that could be eliminated and replaced with a less expensive source. All library materials are evaluated when they come up for renewal or when updates are received. Although care is taken to avoid reductions which would result in a decreased level of service to our users, declining revenues force the library to cancel subscriptions wherever possible.

PERSONNEL:

- The main branch (Martinez) has staff permanently assigned to the location.
- The Richmond branch is staffed by a combination of extra help workers and permanent staff from the main branch who rotate through the schedule.
- The Pittsburg branch was also staffed by a combination of extra help workers and permanent staff from the main branch during the months of July and August, 2017; however, decreased funding necessitated its closure effective 9/1/17.
- Although the demand for services is rising, the library is unable to increase staffing due to declining revenues.

PROJECTS AND PLANS:

- Plans for the upcoming fiscal year will focus on the library's ability to continue to meet the research and information needs of its users within a difficult economic climate.
- The library's plan to reduce its expenditures by approximately \$120,000 during fiscal year 17-18 was accomplished with the following steps:
 - Closure of the Pittsburg branch of the law library;
 - Renegotiating the library's contract with our largest vendor, Thomson Reuters and reducing the number of print subscriptions;
 - Cancelling print titles from LexisNexis Matthew Bender so as to reduce expenditures in this area by approximately \$20,000.
- The practice of evaluating all updates and renewals of library materials will continue and staff will work closely with the board of trustees to ensure that a balance of materials is available to serve our diverse users.

Appendix A: Analysis of Fiscal Year End Financial Information, July 2017- June 2018*(Based on County General Ledger Closing - dated 08/31/2018 - Prepared by Carey Rowan 09/25/2018)*

REVENUES	BALANCE
Filing fee revenue	\$778,137.00
Faxes, copies & donations	62,547.00
Revenue from pooled earnings	11,439.00
TOTAL Revenues	\$852,123.00
EXPENSES	
Permanent salaries	\$181,944.00
Temporary salaries	68,154.00
F.I.C.A.	7,852.00
Retirement expenses	64,092.00
Employee group insurance	35,385.00
Retiree health insurance	25,153.00
Unemployment insurance	1,459.00
Workers' compensation insurance	1,733.00
GASB payment	6.00
Office expenses/ Outreach/ Forms	24,783.00
Postage	254.00
Communications	6,869.00
Telephone exchange service	4,527.00
Minor computer equipment	343.00
Food	447.00
Memberships	720.00
Rents and leases- Equipment	11,038.00
Maintenance- Equipment	3,939.00
Requested Maintenance	14.00
Travel (Employees)	45.00
Non County Prof Specialized Services	12,003.00
Data processing services	3,589.00
Electronic database services	183,750.00
Information security charges	224.00
GSD courier service	984.00
Insurance	3,463.00
Reference materials/Library books	250,082.00
Specialized printing	1,580.00
Training and registrations	20.00
Total	\$894,452.00

Contra Costa County Public Law Library Annual Report – July 2017 - June 2018

Appendix B: STATISTICAL AND COMPARATIVE ANALYSIS, JULY 2017 – JUNE 2018

	MARTINEZ		PITTSBURG		RICHMOND		TOTAL	
	Number	%	Number	%	Number	%	Number	%
NUMBER OF WEBSITE VISITS	-	-	-	-	-	-	4,651	100%
NUMBER OF WEBPAGES VISITED	-	-	-	-	-	-	13,043	100%
NUMBER OF VISITS (GATE COUNT)	34,590	82%	356	1%	7,102	17%	42,048	100%
NUMBER OF FACEBOOK TRANSACTIONS	-	-	-	-	-	-	348	100%
MATERIALS / RESOURCES USED								
BOOKS— LEG. PROFESSIONALS	1,119	68%	3	>1%	526	32%	1,648	100%
BOOKS—GENERAL PUBLIC	1,594	76%	63	3%	435	21%	2,092	100%
BOOKS—TOTAL	2,713	72.5%	66	1.8%	961	25.7%	3,740	100%
CD-ROMS— LEG. PROFESSIONALS	26	100%	0	0	0	0	26	100%
CD-ROMS— GENERAL PUBLIC	5	83%	0	0	1	17%	6	100%
CD-ROMS--TOTAL	31	97%	0	0	1	3%	32	100%
COPIER USE— LEGAL PROFESSIONALS	445	78%	32	6%	93	16%	570	100%
COPIER USE—GENERAL PUBLIC	1,234	79%	151	10%	178	11%	1,563	100%
COPIER USE—TOTAL	1,679	78.7%	183	8.6%	271	12.7%	2,133	100%
COMPUTER USE— LEGAL PROFESSIONALS	688	82%	31	4%	116	14%	1,523	100%
COMPUTER USE—GENERAL PUBLIC	2,316	76%	213	7%	515	17%	3,044	100%
COMPUTER USE—TOTAL	3,004	77.44%	244	6.29%	631	16.27%	3,879	100%
SERVICES RENDERED								
REFERENCE/RESEARCH— LEGAL PROFESSIONALS	28	64%	0	0	16	36%	44	100%
REFERENCE/RESEARCH—GENERAL PUBLIC	382	69%	0	0	173	31%	555	100%
REFERENCE/RESEARCH—TOTAL	410	68%	0	0	189	32%	599	100%
QUICK ASSISTANCE— LEGAL PROFESSIONALS	189	81%	10	4%	35	15%	234	100%
QUICK ASSISTANCE— GENERAL PUBLIC	2,809	76%	323	9%	553	15%	3,685	100%
QUICK ASSISTANCE—TOTAL	2,998	76.5%	333	8.5%	588	15%	3,919	100%
HELP BY PHONE/EMAIL—LEGAL PROFESSIONALS	15	79%	0	0	4	21%	19	100%
HELP BY PHONE/EMAIL—GENERAL PUBLIC	820	74.75%	17	1.55%	260	23.7%	1,097	100%
HELP BY PHONE/EMAIL—TOTAL	835	74.8%	17	1.5%	264	23.7%	1,116	100%
HELP WITH FAX— LEGAL PROFESSIONALS	9	100%	0	0	0	0	9	100%
HELP WITH FAX— GENERAL PUBLIC	47	72%	15	23%	3	5%	65	100%
HELP WITH FAX— TOTAL	56	76%	15	20%	3	4%	74	100%
CASH TRANSACTIONS— LEGAL PROFESSIONALS	353	88%	26	7%	21	5%	400	100%
CASH TRANSACTIONS—GENERAL PUBLIC	8,396	91.15%	222	2.41%	593	6.44%	9,211	100%
CASH TRANSACTIONS—TOTAL	8,749	91%	248	3%	614	6%	9,611	100%
PROGRAMS & SPECIAL SERVICES								
LAWYER IN THE LIBRARY (ATTENDANCE)	259	68%	0	0	123	32%	382	100%
CONSERVATORSHIP WORKSHOPS (ATTENDANCE)	-	-	-	-	-	-	129	100%



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: October 16, 2018

Subject: Resolution No. 2018/531 - California Nurses Association Side Letter Extending Duration of Agreement

RECOMMENDATION(S):

ADOPT Resolution No. 2018/531 approving the Side Letter between Contra Costa County and the California Nurses Association (CNA) modifying the Preamble and Section 64 Duration of Agreement of the Memorandum of Understanding to extend the contract from September 30, 2018 through October 31, 2018.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

This Side Letter extends the current memorandum of understanding from September 30, 2018 through October 31, 2018, to allow both parties to work together to negotiate an agreement. Both the Preamble and Section 64 - Duration of Agreement are modified. The effect of this Side Letter is that all other terms and conditions of the MOU, specifically including Section 60 and 62, are extended accordingly for the new term of the MOU between the County and CNA (August 1, 2014 – October 31, 2018).

CONSEQUENCE OF NEGATIVE ACTION:

Members will continue working under an expired contract.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Lisa Driscoll, County Finance
Director (925) 335-1023

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Robert Campbell, County Auditor-Controller, Dianne Dinsmore, Human Resources Director

ATTACHMENTS

Resolution No. 2018/531

CNA Side Letter dated 10/9/18

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 10/16/2018 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2018/531

In the Matter of: The Side Letter Agreement between the County of Contra Costa and the California Nurses Association, extending the Duration of Agreement

The Contra Costa County Board of Supervisors acting solely in its capacity as the governing board of the County of Contra Costa **RESOLVES THAT:**

Effective October 1, 2018, the attached Side Letter of Agreement dated October 9, 2018, between the County of Contra Costa and the California Nurses Association, be **ADOPTED**.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

ATTESTED: October 16, 2018

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Robert Campbell, County Auditor-Controller, Dianne Dinsmore, Human Resources Director

SIDE LETTER AGREEMENT
Duration of Agreement

This Side Letter is by and between the County of Contra Costa ("County") and the California Nurses Association ("CNA") and is effective October 1, 2018, subject to approval by the Board of Supervisors.

This Side Letter modifies the Preamble and Section 64 – Duration of Agreement of the Memorandum of Understanding (MOU) (August 1, 2014 – September 30, 2018) between the County and CNA by extending the current MOU from September 30, 2018 to October 31, 2018.

The effect of this Side Letter is that all other terms and conditions of the MOU, specifically including Section 60 and 62, are extended accordingly for the new term of the MOU between the County and CNA (August 1, 2014 – October 31, 2018).

Date: 10/2/2018

Contra Costa County:
(Signature / Printed Name)

Shanna Edwards, Shanna Edwards

/

/

/

/

/

California Nurses Association:
(Signature / Printed Name)

ANNE STEWART, ANNE STEWART

/

/

/

/

/



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: October 16, 2018

Subject: Multifamily Mortgage Revenue Bonds - Pinecrest Apartments Redemption and Sale of Bonds for Antioch Renovation (Pinecrest and Terrace Glen), Antioch

RECOMMENDATION(S):

ADOPT Resolution No. 2018/489 approving documents to facilitate a redemption of bonds and sale of Pinecrest Apartments, and to authorize the sale of Multifamily Housing Revenue Bonds in a principal amount not to exceed \$10,816,192 to finance the acquisition and rehabilitation of two multifamily rental housing facilities (Pinecrest and Terrace Glen Apartments) for the Antioch Scattered Site Renovation project (the "Development").

1. FIND and DECLARE that the recitals contained in the proposed Resolution are true and correct.
2. APPROVE the sale of Pinecrest Apartments by Pinecrest Affordable Housing L.P. (the "Current Owner").
3. APPROVE the form of, and authorize the County to execute, the Termination Agreement between the County, and Wells Fargo Bank, National Association (the "2000 Trustee"), and the Current Owner to terminate the current Regulatory Agreement recorded on Pinecrest Apartments.
4. AUTHORIZE the issuance of County of Contra Costa Multifamily Housing Revenue Bonds (Antioch Scattered Site Renovation), Series 2018A in an aggregate principal amount not to exceed \$10,816,192.
5. APPROVE the form of, and authorize the County to execute, the Indenture of Trust between the County and Wells Fargo Bank, National Association (the "Bank").
6. APPROVE the form of, and authorize the County to execute, the Loan Agreement among the Bank, the County and Antioch Recap L.P. (the "Borrower").
7. APPROVE the form of, and authorize the County to execute, two Regulatory Agreements and Declaration of Restrictive Covenants between the County and the Borrower, one for each site.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Kara Douglas
925-674-7880

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

8. APPROVE the form of, and authorize the County to execute, the Assignment of Deed of Trust and Loan Documents by the County to the Bank.
9. APPOINT Quint & Thimmig, LLP as bond counsel for the transaction.
10. AUTHORIZE and DIRECT the Designated Officers of the County to do any and all things and take any all actions, and execute and deliver any and all certificates, agreements, and other documents which the officer may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with the Resolution. Authorized officers include the Chair of the Board of Supervisors, the Vice-Chair of the Board of Supervisors, County Administrator, the County Director of Conservation and Development, the County Assistant Deputy Director of Conservation and Development, the County's Community Development Bond Program Manager, County Counsel, and other officers of the County.

FISCAL IMPACT:

No impact to the General Fund. At the closing for the Bonds, the County is reimbursed for costs incurred in the issuance process. Annual expenses for monitoring of Regulatory Agreement provisions ensuring units in the Development will be rented to low income households are accommodated in the documents for the Bonds. The Bonds will be solely secured by and payable from revenues (e.g. Development rents, reserves, etc.) pledged under the Bond documents. No County funds are pledged to secure the Bonds.

BACKGROUND:

The recommended action is the adoption of Resolution No. 2018/489 by the Board, as the legislative body of the County, approving documents to facilitate a redemption of bonds and the sale of Pinecrest Apartments in Antioch in association with a bond refinancing. The Resolution also authorizes the issuance of Multifamily Housing Revenue Bonds, the proceeds of which will be used to finance the acquisition and rehabilitation of two apartment complexes together known as Antioch Scattered Sites Renovation and consisting of Pinecrest Apartments, a 24 unit residential housing development located at 1945 and 1949 Cavallo Road and Terrace Glen Apartments, a 32 unit residential development located at 104-106 West 20th Street and 35-107 West 20th Street, Antioch.

In 2000, the County issued bonds for the acquisition and rehabilitation of Pinecrest Apartments. In order to move forward with the proposed Antioch Scattered Sites Renovation project, the existing bonds must be redeemed, and the regulatory agreement terminated.

The ownership entity for the development is Antioch Recap, L.P., a California limited partnership with RCD GP III, LLC serving as general partner and Red Stone Equity Partners LLC serving as the tax credit investor limited partner. RCD GP III, LLC is an affiliate of Resources for Community Development, a local non-profit housing developer that has developed 445 units of housing in Contra Costa County.

The County, as required by Section 147(f) of the Internal Revenue Code, held a noticed public hearing to permit interested parties to comment on the proposed financing and the Development. That hearing was held on March 6, 2018 with no comments received from the public. The Board adopted Resolution No. 2018/106 on March 20, 2018 to authorize proceeding with the issuance of the Bonds pursuant to Section 147(f) of the Internal Revenue Code. On June 5, 2018, the Board of Supervisors adopted Resolution No. 2018/189 expressing the Board's intent to issue multifamily housing revenue bonds for the Development. That Resolution authorized the submittal of an application by the County for tax-exempt private activity bond authority from the California Debt Limit Allocation Committee.

On May 16, 2018, the California Debt Limit Allocation Committee (CDLAC) awarded the County authority to issue the Bonds in a maximum principal amount of \$9,260,000. On September 19, 2018, CDLAC awarded an additional \$1,556,196 for a total bond authority of \$10,816,192. That authority will be used to issue and sell the Bonds directly to Wells Fargo Bank, National Association. In addition to the proceeds of the Bonds, the Development is proposed to utilize \$1.3 million in a new allocation of HOME Investment Partnerships Act funds (a separate item on the October 16, 2018 Board agenda addresses the HOME funds). The transaction is expected to close on or about November 1, 2018.

Pursuant to Section 5852.1 of the California Government Code the County is sharing the good faith estimate of the costs of the bonds provided by Borrower's counsel. The disclosures are included in Attachment A.

CONSEQUENCE OF NEGATIVE ACTION:

Negative action would prevent the County from issuing the Multifamily Housing Revenue Bonds in order to provide a loan to Antioch Recap, L.P. to finance the acquisition and rehabilitation of Pinecrest Apartments and Terrace Glen Apartments.

CHILDREN'S IMPACT STATEMENT:

The two apartment complexes making up the Antioch Renovation development provide 56 units of affordable rental housing appropriate for families. This supports outcome #3: Families are Economically Self Sufficient.

ATTACHMENTS

Resolution No. 2018/489

Termination Agreement

Indenture

Loan Agreement

Pinecrest Regulatory Agreement

Terrace Glen Regulatory Agreement

Assignment of Deed of Trust

Attachment A

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 10/16/2018 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2018/489

RESOLUTION AUTHORIZING THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$10,816,192 TO FINANCE THE ACQUISITION AND REHABILITATION OF MULTIFAMILY RENTAL HOUSING FACILITIES FOR ANTIOCH RECAP, L.P., AND OTHER MATTERS RELATING THERETO

WHEREAS, the County of Contra Costa (the "County") is authorized pursuant to Chapter 7 of Part 5 of Division 31 of the Health and Safety Code of the State of California (the "Act") to issue bonds and notes for the purpose of financing multifamily rental housing facilities; and

WHEREAS, in accordance with the Act, in 2000 the County issued \$1,470,000 principal amount of its Multifamily Housing Revenue Refunding Bonds (Pinecrest Apartments), 2000 Series B (the "2000 Bonds") pursuant to an Indenture, dated as of November 1, 2000 (the "2000 Indenture"), between the County and Wells Fargo Bank, National Association, as trustee (the "2000 Trustee"), and loaned the proceeds of the 2000 Bonds to Pinecrest Affordable Housing, L.P., a California limited partnership (the "Current Owner"), the proceeds of which loan were used by the Current Owner to finance a 24 unit residential rental housing facility known as Pinecrest Apartments, located at 1945 and 1949 Cavallo Road in the City of Antioch; and

WHEREAS, the Current Owner is selling Pinecrest Apartments to Antioch Recap, L.P., a California limited partnership (the "Borrower"); and

WHEREAS, the Borrower has requested that the County issue multifamily housing revenue bonds (the "Bonds") and loan the proceeds of the Bonds to the Borrower to finance the acquisition by the Borrower of Pinecrest Apartments from the Current Owner, as well as finance the rehabilitation of the Pinecrest Apartments and the acquisition and rehabilitation by the Borrower of a 32 unit residential rental housing facility known as Terrace Glen Apartments, located at 104-106 West 20th Street and 35-107 West 20th Street in Antioch (Pinecrest Apartments and Terrace Glen Apartments being collectively referred to below as the "Project"); and

WHEREAS, on March 6, 2018, the Assistant Deputy Director of the Department of Conservation and Development of the County held a public hearing on the proposed issuance of the Bonds by the County for, and the financing, ownership and operation of, the Project, as required under the provisions of the Internal Revenue Code (the "Code") applicable to tax-exempt obligations, following published notice of such hearing, and communicated to the Board of Supervisors of the County all written and oral testimony received at the hearing; and

WHEREAS, on March 20, 2018, the Board of Supervisors of the County adopted Resolution No. 2018/106 authorizing the issuance of the Bonds to finance the Project in satisfaction of public approval requirements of the Code; and

WHEREAS, the California Debt Limit Allocation Committee ("CDLAC") adopted its Resolution No. 18-033 on May 16, 2018 allocating \$9,260,000 of the State of California ceiling on private activity bonds for 2018 to the County for the purpose of financing the Project, and on September 19, 2018, CDLAC adopted its Resolution No. 18-090 allocating an additional \$1,556,192 of the State of California ceiling on private activity bonds for 2018 to the County for the purpose of financing the Project; and

WHEREAS, in order to assist in the financing of the Project, the County has determined to issue the Bonds, as authorized by the Act, and sell the Bonds to Wells Fargo Bank, National Association (the "Bank"); and

WHEREAS, it is proposed that the Bonds be issued pursuant to an indenture of trust (the "Indenture"), between the County and

the Bank, and that the proceeds of the sale of the Bonds to the Bank be used to make a loan to the Borrower pursuant to a loan agreement (the "Loan Agreement") among the Bank, the County and the Borrower, with amounts due from the County to the Bank under the Bonds and the Indenture to be payable solely from amounts paid by the Borrower under the Loan Agreement; and

WHEREAS, there have been prepared various documents with respect to the termination of an agreement related to the 2000 Bonds and the issuance by the County of the Bonds, copies of which are on file with the Clerk of the Board, and the Board of Supervisors now desires to approve the issuance of the Bonds and the execution and delivery of such documents by the County; and

WHEREAS, upon receipt by the County of the Second Allocation all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in connection with the issuance of the Bonds as contemplated by this Resolution and the documents referred to herein will exist, will have happened and will have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Contra Costa, as follows:

Section 1. The Board of Supervisors hereby finds and declares that the foregoing recitals are true and correct.

Section 2. The Board of Supervisors hereby approves the sale of Pinecrest Apartments by the Current Owner to the Borrower.

Section 3. The Termination Agreement, among the County, the 2000 Trustee and the Current Owner terminating a regulatory agreement and declaration of restrictive covenants (the "2000 Regulatory Agreement") recorded against Pinecrest Apartments in connection with the 2000 Bonds (the "Termination Agreement"), in the form on file with the Clerk of the Board, is hereby approved. Any one of the Chair of the Board of Supervisors, the Vice-Chair of the Board of Supervisors, the County Administrator, the Director of Conservation and Development, the Assistant Deputy Director of Conservation and Development and the Community Development Bond Program Manager (collectively, the "Designated Officers"), acting alone, is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Termination Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Termination Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 11 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Termination Agreement by the County.

Section 4. Pursuant to the Act and the Indenture, the Bonds designated as "County of Contra Costa Multifamily Housing Revenue Bonds (Antioch Scattered Site Renovation), Series 2018A" in an aggregate principal amount of not to exceed \$10,816,192, are hereby authorized to be issued. The Bonds shall be executed by the manual or facsimile signature of the Chair of the Board of Supervisors (the "Chair"), in the form set forth in and otherwise in accordance with the Indenture.

Section 5. The Indenture between the County and the Bank (the "Indenture"), in the form on file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers, acting alone, is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Indenture in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Indenture upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 11 hereof, provided that no additions or changes shall authorize an aggregate principal amount of the Bonds in excess of the amount set forth in Section 4 above), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Indenture by the County. The date, maturity date, interest rate or rates, privileges, manner of execution, place of payment, terms of redemption and other terms of the Bonds shall be as provided in the Indenture as finally executed.

Section 6. The Loan Agreement among the Bank, the County and the Borrower, in the form on file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers, acting alone, is hereby authorized to execute and deliver the Loan Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Loan Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 11 hereof), the approval of such changes to be conclusively evidenced by the execution and delivery of the Loan Agreement by the County.

Section 7. The two regulatory agreements and declarations of restrictive covenants relating to the Project, each between the County and the Borrower (collectively, the "Regulatory Agreements"), in the respective forms on file with the Clerk of the Board, are hereby approved. Any one of the Designated Officers is hereby authorized, acting alone, for and in the name and on behalf of the County, to execute and deliver the Regulatory Agreements in said forms, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Regulatory Agreements upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance

with Section 11 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Regulatory Agreements by the County.

Section 8. The Assignment of Deed of Trust and Loan Documents, by the County to the Bank (the "Assignment"), in the form on file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers is hereby authorized, acting alone, for and in the name and on behalf of the County, to execute and deliver the Assignment in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Assignment upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 11 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Assignment by the County.

Section 9. The Bonds, when executed, shall be delivered to the Bank (as the purchaser of the Bonds), in accordance with written instructions executed on behalf of the County by any one of the Designated Officers of the County, which instructions said officers are hereby authorized, for and in the name and behalf of the County, to execute and deliver. Such instructions shall provide for the delivery of the Bonds to the Bank upon the funding by the Bank of the initial advance of the purchase price of the Bonds as described in Section 3.03(b) of the Indenture.

Section 10. The law firm of Quint & Thimmig LLP is hereby designated as Bond Counsel to the County for the Bonds. The fees and expenses of such firm for matters related to the Bonds shall be payable solely from the proceeds of the Bonds or contributions by the Borrower.

Section 11. All actions heretofore taken by the officers and agents of the County with respect to the issuance of the Bonds are hereby approved, confirmed and ratified, and the proper officers of the County, including the Designated Officers, are hereby authorized and directed, for and in the name and on behalf of the County, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to facilitate the sale of Pinecrest Apartments to the Borrower, the redemption of the 2000 Bonds and the termination of the 2000 Regulatory Agreement, as well as the lawful issuance and delivery of the Bonds in accordance with this Resolution, including but not limited to any certificates, agreements and other documents described in the Termination Agreement, the Indenture, the Loan Agreement, the Regulatory Agreements or the Assignment, or otherwise necessary to redeem the 2000 Bonds, to terminate the 2000 Regulatory Agreement, to issue the Bonds and to consummate the transactions contemplated by the documents approved by this Resolution.

Section 12. This Resolution shall take effect upon its adoption.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Kara Douglas 925-674-7880

By: , Deputy

cc:

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

Paul J. Thimmig
Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, California 94920-1726

TERMINATION AGREEMENT

by and among the

COUNTY OF CONTRA COSTA,

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

and

PINECREST AFFORDABLE HOUSING, L.P.

dated as of November 1, 2018

**relating to:
Regulatory Agreement and Declaration of Restrictive Covenants,
dated as of November 1, 2000, among the
County of Contra Costa,
Pinecrest Affordable Housing, L.P. and
Wells Fargo Bank, National Association**

TERMINATION AGREEMENT

This TERMINATION AGREEMENT, dated as of November 1, 2018 (the "Agreement"), is by and among the COUNTY OF CONTRA COSTA, CALIFORNIA (the "County"), WELLS FARGO BANK, NATIONAL ASSOCIATION, as trustee (the "Trustee"), and PINECREST AFFORDABLE HOUSING, L.P., a California limited partnership (the "Borrower").

RECITALS:

WHEREAS, pursuant to an Indenture, dated as of November 1, 2000, between the County and the Trustee, the County issued its County of Contra Costa Multifamily Housing Revenue Bonds (Pinecrest Apartments), 2000 Series B (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 24 unit multifamily rental housing facility known as Pinecrest Apartments located at 1945 and 1949 Cavallo Road in the City of Antioch, California (the "Project"); and

WHEREAS, in connection with the issuance of the Bonds, the County, the Trustee and the Borrower entered into a Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2000 (the "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-2000-0268411-00, which Regulatory Agreement sets forth certain terms and conditions relating to the operation of the Project;

WHEREAS, the Borrower is selling the Project to Antioch Recap, 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 "2018 Borrower Loan") from the County which is issuing its County of Contra Costa Multifamily Housing Revenue Bonds (Antioch Scattered Site Renovation), Series 2018A (the "2018 Bonds") and using the proceeds of the 2018 Bonds to make the 2018 Borrower Loan; and

WHEREAS, in connection with the issuance of the 2018 Bonds and the 2018 Borrower Loan, the County and the New Owner are entering into a Regulatory Agreement and Declaration of Restrictive Covenants (the "New Regulatory Agreement"), which New Regulatory Agreement sets 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 Agreement, and is for a term at least as long as the remaining term of the Regulatory Agreement; and

WHEREAS, the County and the New Owner have agreed to make the owners of the Bonds beneficiaries of the New Regulatory Agreement, so that the New Regulatory Agreement can supplant the Regulatory Agreement upon its execution and the redemption 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 Agreement, and the termination of the Regulatory Agreement 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 Agreement 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 Agreement shall cease and terminate.

(b) In accordance with the foregoing, the Regulatory Agreement recorded November 30, 2000, as Instrument No. DOC-2000-0268411-00 in the Official Records of Contra Costa County, State of California, is hereby terminated and is 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 Agreement.

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: _____

Its: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By: _____

Its: _____

PINECREST AFFORDABLE HOUSING, L.P., a California Limited Partnership

By: Resources for Community Development, a California nonprofit public benefit corporation, its General Partner

By: _____

Its: _____

03007.43:J15238

[Signature page to Termination Agreement]

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

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

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

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19 TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM TIMOTHY F. BROWN, SR. TO TIMOTHY F. BROWN, JR., RECORDED OCTOBER 2, 1956, IN BOOK 2854 OF OFFICIAL RECORDS, PAGE 527, DISTANT THEREON EAST, 263 FEET FROM THE NORTHWEST CORNER THEREOF, SAID POINT OF BEGINNING ALSO BEING THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM TIMOTHY BROWN, SR., A WIDOWER, TO TIMOTHY BROWN, JR., RECORDED APRIL 14, 1955 IN BOOK 2515, OFFICIAL RECORDS, PAGE 137; THENCE FROM SAID POINT OF BEGINNING ALONG THE EXTERIOR LINES OF SAID BROWN PARCEL (2854 OR 527) AS FOLLOWS; WEST. 263 FEET; SOUTH 110 FEET AND EAST 263 FEET TO THE SOUTHWEST CORNER OF SAID BROWN PARCEL (2515 OR 137); THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL (2515 OR 137); 110 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

1. THE INTEREST OF CONTRA COSTA COUNTY IN THE WEST 20 FEET THEREOF, AS DESCRIBED IN THE DEED RECORDED FEBRUARY 15, 1938, IN BOOK 453 OF OFFICIAL RECORDS, PAGE 382.
2. THE INTEREST OF THE CITY OF ANTIOCH IN THE EAST 10 FEET OF THE WEST 30 FEET THEREOF, "FOR THE PURPOSE OF A PUBLIC STREET OR HIGHWAY" AS DESCRIBED IN THE DEED RECORDED OCTOBER 5, 1951, IN BOOK 1832 OF OFFICIAL RECORDS, PAGE 262.

Assessors Parcel No.: 068-061-024

INDENTURE OF TRUST

by and between the

**COUNTY OF CONTRA COSTA, CALIFORNIA
as Issuer**

and

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
as the initial Bondowner Representative**

dated as of November 1, 2018

relating to:

\$ _____

**County of Contra Costa
Multifamily Housing Revenue Bonds
(Antioch Scattered Site Renovation), Series 2018A**

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INDENTURE OF TRUST

This Indenture of Trust, dated as of November 1, 2018 (this “Indenture”), is by and between 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 “Issuer”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America, and being qualified to accept and administer the obligations and duties of the Bondowner Representative hereunder, as the initial bondowner representative (the “Bondowner Representative”).

RECITALS:

WHEREAS, under the provisions of Chapter 7 of Part 5 of Division 31 (commencing with Section 52075) of the California Health and Safety Code (the “Act”), the Issuer proposes to issue its County of Contra Costa Multifamily Housing Revenue Bonds (Antioch Scattered Site Renovation), Series 2018A (the “Bonds”); and

WHEREAS, the proceeds of the Bonds will be used to fund a loan to Antioch Recap, L.P., a California limited partnership (the “Borrower”) pursuant to a Loan Agreement, dated as of November 1, 2018, among the Issuer, the Bondowner Representative and the Borrower (the “Loan Agreement”), to provide financing for the acquisition and rehabilitation of 56 units of multifamily rental housing (the “Project”), with 24 units located at 1945 Cavallo Road currently known as Pinecrest Apartments, and 32 units located at 35, 45, 101, 103, 104, 105, 106 and 107 West 20th Street currently known as Terrace Glen Apartments, all in the City of Antioch, California; and

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal thereof and of the interest and premium, if any, thereon, the Issuer has authorized the execution and delivery of this Indenture; and

WHEREAS, all conditions, things and acts required by the Act, and by all other laws of the State of California, to exist, have happened and have been performed precedent to and in connection with the issuance of the Bonds exist, have happened, and have been performed in due time, form and manner as required by law, and the Issuer is now duly authorized and empowered, pursuant to each and every requirement of law, to issue the Bonds for the purpose, in the manner and upon the terms herein provided; and

WHEREAS, all acts and proceedings required by law necessary to make the Bonds, when executed by the Issuer, authenticated and delivered by the Bondowner Representative and duly issued, the valid, binding and legal limited obligations of the Issuer, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth, in accordance with its terms, have been done and taken, and the execution and delivery of this Indenture have been in all respects duly authorized.

AGREEMENT:

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of, and the interest and premium, if any, on, all Bonds at any time issued and outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and for and in consideration of the premises and of the mutual covenants herein contained and of the

purchase and acceptance of the Bonds by the owners thereof, and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Issuer covenants and agrees with the Bondowner Representative, for the equal and proportionate benefit of the respective registered owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS AND GENERAL PROVISIONS

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 shall, for all purposes of this Indenture and of the Loan Agreement and of any indenture supplemental hereto or agreement supplemental thereto, have the meanings herein specified, as follows:

The term “**Act**” means Chapter 7 of Part 5 of Division 31 (commencing with Section 52075) of the California Health and Safety Code.

The term “**Administrator**” means the Issuer, or any administrator appointed by the Issuer as agent of the Issuer in the administration of the Regulatory Agreements.

The term “**Agreement**” or “**Loan Agreement**” shall mean the Loan Agreement, dated as of November 1, 2018, among the Issuer, the Bondowner Representative and the Borrower, pursuant to which the Issuer agrees to loan the proceeds of the Bonds to the Borrower, as originally executed or as it may from time to time be supplemented or amended in accordance with its terms.

The term “**Approved Institutional Buyer**” means (a) an affiliate of Wells Fargo Bank, National Association, (b) a trust or custodial arrangement established by Wells Fargo Bank, National Association or one of its affiliates, the owners of the beneficial interests in which are limited to qualified institutional buyers, as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (“QIBs”), (c) to an entity that is a QIB and a commercial bank having capital and surplus of \$5,000,000,000, or (d) a government-sponsored enterprise.

The term “**Assignment of Deed of Trust**” means the Assignment of Deed of Trust and Loan Documents, dated as of November 1, 2018, by the Issuer to the Bondowner Representative.

The term “**Authorized Amount**” shall mean _____ Million Dollars (\$_____), the authorized maximum principal amount of the Bonds.

The term “**Authorized Borrower Representative**” shall mean any person who at the time and from time to time may be designated as such, by written certificate furnished to the Issuer and the Bondowner Representative containing the specimen signature of such person and signed on behalf of the Borrower by the Executive Director (or other designated officer) of the sole member and manager of the general partner of the Borrower, which certificate may designate an alternate or alternates.

The term “**Authorized Denomination**” means \$250,000 or any integral multiple thereof, provided that in any event one Bond may be in a denomination equal to the outstanding principal amount of the Bonds.

The term “**Authorized Issuer Representative**” shall mean the Chair or Vice Chair of the Board of Supervisors of the Issuer, or the Issuer’s County Administrator, Director of the

Department of Conservation and Development, Assistant Deputy Director of Conservation and Development, or Community Development Bond Program Manager, and any other officer or employee of the Issuer designated to act in such capacity by a Certificate of the Issuer containing the specimen signature of either of such persons, which certificate may designate an alternate or alternates.

The term **“Bond Counsel”** shall mean (a) Quint & Thimmig LLP, or (b) any attorney at law or other firm of attorneys selected by the Borrower and acceptable to the Issuer of nationally recognized standing in matters pertaining to the federal tax status of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America, but shall not include counsel for the Borrower.

The term **“Bond Documents”** has the meaning given to such term in the Loan Agreement.

The term **“Bond Fund”** shall mean the fund established pursuant to Section 5.02 hereof.

The term **“Bondowner Representative”** shall mean (a) initially, Wells Fargo Bank, National Association, a national banking association organized under the laws of the United States of America; (b) any successor to any then Bondowner Representative under Section 8.08 hereof; or (c) subject to the provisions of Section 8.07, any other entity that is the owner of a majority in principal amount of the Bonds then outstanding or a person selected by the owners of a majority in principal amount of the Bonds then outstanding.

The term **“Bonds”** shall mean the County of Contra Costa Multifamily Housing Revenue Bonds (Antioch Scattered Site Renovation), Series 2018A, issued and outstanding hereunder.

The term **“Borrower”** shall mean Antioch Recap, L.P., a California limited partnership, and its successors and assigns under the provisions of the Loan Agreement.

The term **“Business Day”** shall have the meaning given to such term in the Loan Agreement.

The term **“Certificate of the Issuer”** shall mean a certificate of the Issuer signed by an Authorized Issuer Representative.

The term **“Certified Resolution”** shall mean a copy of a resolution of the Issuer certified by the Clerk of the Board of Supervisors of the Issuer, or any Deputy thereof, to have been duly adopted by the Issuer and to be in full force and effect on the date of such certification.

The term **“City”** means the City of Antioch, California.

The term **“Closing Date”** means November 1, 2018, being the date of initial delivery of the Bonds and the funding by the initial owner of the Bonds of the Initial Disbursement.

The term **“Code”** means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

The term **“Debt Service”** means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled

during such period which relate to principal which has been retired before the beginning of such period.

The term **“Deed of Trust”** shall mean the Construction and Permanent Deed of Trust With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed by the Borrower in favor of the Issuer and Wells Fargo Bank, National Association, and assigned by the Issuer to the Bondowner Representative, for the purpose of securing the obligations of the Borrower under the Loan Agreement and the Note, as such deed of trust may be originally executed or as it may be from time to time supplemented and amended.

The term **“Default Rate”** means the interest rate then in effect on the Bonds plus five percent (5%).

The term **“Event of Default”** as used herein other than with respect to defaults under the Loan Agreement shall have the meaning specified in Section 7.01 hereof, and as used in the Loan Agreement shall have the meaning given to the term “Default” in Section 13.1 thereof.

The term **“Fair Market Value”** means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (a) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (b) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (c) the investment is a United States Treasury Obligation-State Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (d) the investment is the Local Agency Investment Fund of the State of California but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

The term **“Holder,” “holder” or “Bondholder” or “owner” or “Bondowner”** shall mean the person in whose name any Bond is registered.

The term **“Indenture”** shall mean this Indenture of Trust, as originally executed or as it may from time to time be supplemented, modified or amended by any supplemental indenture entered into pursuant to the provisions hereof.

The term **“Initial Disbursement”** means the initial advance of the proceeds of the Bonds on the Closing Date in an amount specified in a Receipt for Promissory Note and Acknowledgement of Initial Funding of Bonds executed and delivered by the initial owner of the Bonds on the Closing Date.

The term **“Interest Payment Date”** shall mean the first Business Day of each month, commencing December 3, 2018 until the Conversion Date, and thereafter the first day of each month.

The term **“Investment Securities”** shall mean any of the following (including any funds comprised of the following, which may be funds maintained or managed by the Bondowner Representative and its affiliates), but only to the extent that the same are acquired at Fair Market Value:

(a) United States Treasury notes, bonds, bills, or those for which the full faith and credit of the United States, its agencies, its instrumentalities, or organizations created by an act of Congress, are pledged for the payment of principal and interest (including State and Local Government Series);

(b) shares of an investment company (1) registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, (2) whose only investments are in (i) securities described in the preceding clause (a), (ii) general obligation tax-exempt securities rated A or better by the Rating Agency, or (iii) repurchase agreements or reverse repurchase agreements fully collateralized by those securities if the repurchase agreements or reverse repurchase agreements are entered into only with those primary reporting dealers to report to the Federal Reserve Bank of New York and with the 100 largest United States commercial banks, and (3) which are rated Am or Am-g or better by the Rating Agency;

(c) any security which is a general obligation of any state or any local government with taxing powers which is rated A or better by the Rating Agency;

(d) commercial paper issued by United States corporations or their Canadian subsidiaries that is rated A-1 by the Rating Agency and matures in 270 days or less; or

(e) any other investment approved in writing by the Bondowner Representative.

The term **“Investor Limited Partner”** means RSEP Holding, LLC, its affiliates, successors and assigns.

The term **“Issuance Costs”** means all costs and expenses of issuance of the Bonds, including, but not limited to: (a) Bond purchaser’s discount and fees; (b) counsel fees, including Bond Counsel and Borrower’s counsel, as well as any other specialized counsel fees incurred in connection with the issuance of the Bonds or the Loan; (c) the Issuer’s fees and expenses incurred in connection with the issuance of the Bonds, including fees of any counsel or financial advisor to the Issuer, and the Issuer administrative fee for processing the request of the Borrower to issue the Bonds; (d) Bondowner Representative’s fees and Bondowner Representative’s counsel fees and expenses; (e) paying agent’s and certifying and authenticating agent’s fees related to issuance of the Bonds; (f) accountant’s fees related to issuance of the Bonds; (g) publication costs associated with the financing proceedings; and (h) costs of engineering and feasibility studies necessary to the issuance of the Bonds.

The term **“Issuer”** shall mean the County of Contra Costa, California, the issuer of the Bonds under this Indenture, its successors and assigns as provided in Section 11.01.

The term **“Loan”** shall mean the loan made by the Issuer to the Borrower pursuant to the Loan Agreement for the purpose of financing the acquisition and rehabilitation by the Borrower of the Project.

The term **“Loan Agreement”** shall mean the Agreement, as defined herein.

The term **“Loan Documents”** has the meaning given such term in the Loan Agreement.

The term **“Note”** means the promissory note evidencing the Loan, in the form required by the Loan Agreement.

The term **“Opinion of Counsel”** shall mean a written opinion of counsel, who may be counsel for the Issuer, Bond Counsel or counsel for the Bondowner Representative.

The term **“outstanding”**, when used as of any particular time with reference to Bonds, shall, subject to the provisions of Section 11.08(e), mean all Bonds theretofore authenticated and delivered by the Bondowner Representative under this Indenture except:

(a) Bonds theretofore canceled by the Bondowner Representative or surrendered to the Bondowner Representative for cancellation;

(b) Bonds for the payment or redemption of which moneys or securities in the necessary amount (as provided in Section 10.01) shall have theretofore been deposited with the Bondowner Representative (whether upon or prior to the maturity or the redemption date of such Bonds); and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Bondowner Representative pursuant to the terms of Section 2.05.

The term **“Person”** or **“person”** shall mean an individual, a corporation, a partnership, a limited liability company, a limited liability partnership, a limited partnership, a trust, an unincorporated organization or a government or any agency or political subdivision thereof.

The term **“Premium”** means a premium payable on the Bonds in an amount equal to any premium payable on the Note.

The term **“Principal Office”** shall mean the office of the Bondowner Representative located at the address set forth in Section 11.06 hereof, or at such other place as the Bondowner Representative shall designate by notice given under said Section 11.06.

The term **“Program Fund”** shall mean the fund established pursuant to Section 3.03 hereof.

The term **“Project”** means, collectively, the 56 units of rental housing to be acquired and rehabilitated by the Borrower with the proceeds of the Loan, with 24 units located at 1945 Cavallo Road currently known as Pinecrest Apartments, and 32 units located at 35, 45, 101, 103, 104, 105, 106 and 107 West 20th Street currently known as Terrace Glen Apartments, all located in the City, including structures, buildings, fixtures or equipment, as it may at any time exist, and any structures, buildings, fixtures or equipment acquired in substitution for, as a renewal or replacement of, or a modification or improvement to, all or any part of such facilities, and a fee interest in the land on which such housing is situated.

The term **“Project Costs”** has the meaning given such term in the Loan Agreement.

The term **“Qualified Project Costs”** has the meaning given such term in the Regulatory Agreements.

The term **“Rating Agency”** shall mean S&P Global Ratings, or its successors and assigns or, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized rating agency designated by the Issuer.

The term **“Regulations”** means the Income Tax Regulations promulgated or proposed by the Department of the Treasury pursuant to the Code from time to time or pursuant to any predecessor statute to the Code.

The term **“Regulatory Agreements”** shall mean, collectively, (i) that certain Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2018, by and between the Issuer and the Borrower pertaining to the 24 rental housing units located at 1945 Cavallo Road in the City, as in effect on the Closing Date and as it may thereafter be amended or modified in accordance with its terms, and (ii) that certain Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2018, by and between the Issuer and the Borrower, pertaining to the 32 rental housing units located at 35, 45, 101, 103, 104, 105, 106 and 107 West 20th Street in the City, as in effect on the Closing Date and as it may thereafter be amended or modified in accordance with its terms.

The term **“Reserved Rights”** shall mean the Issuer’s rights to enforce and receive payments of money directly and for its own purposes under Sections 2.3(a), 2.3(d), 2.3(f), 3.3(h)(i), 3.3(h)(iii), 3.3(i), 3.4, 3.17, 4.10, 8.2, 8.3, 11.38, 11.39, 11.40, 11.41, 11.44, 15.24 and 15.31 of the Loan Agreement, the Issuer’s rights to inspect and audit the books, records and premises of the Borrower and of the Project, its right to collect attorneys’ fees and related expenses, its right to enforce the Borrower’s covenants to comply with applicable federal tax law and California law (including the Act and the rules and regulations of the Issuer), its right to receive notices and to grant or withhold consents or waivers under the Loan Agreement, either of the two Regulatory Agreements and this Indenture, its rights to indemnification by the Borrower under the Loan Agreement and each of the two Regulatory Agreements, and its right to amend this Indenture, the Loan Agreement and either of the two Regulatory Agreements in accordance with the provisions hereof and thereof.

The term **“Responsible Officer”** of the Bondowner Representative shall mean any officer of the Bondowner Representative assigned to administer its duties hereunder.

The term **“Revenues”** shall mean all amounts pledged hereunder to the payment of principal of, Premium, if any, and interest on the Bonds, including, but not limited to, any repayments of the Loan required or permitted to be made by the Borrower pursuant to Sections 3.3(a), (b), (c), (d), (e) and (g), 3.5, and 3.8 of the Loan Agreement; but such term shall not include payments to the United States, the Issuer, the Administrator or the Bondowner Representative pursuant to Sections 2.3, 3.3(f), (h) and (i), 3.4, 3.11, 3.12, 3.17, 9.5, 11.2, 11.38, 11.39, 11.41, 11.44(c), 13.6, 15.1 or 15.10 of the Loan Agreement or Sections 6.08 or 8.06 hereof or Sections 7, 9 or 20 of each of the two Regulatory Agreements.

The term **“supplemental indenture”** or **“indenture supplemental hereto”** shall mean any indenture hereafter duly authorized and entered into between the Issuer and the Bondowner Representative in accordance with the provisions of this Indenture.

The term **“Tax Certificate”** means the Certificate as to Arbitrage of the Borrower and the Issuer dated the Closing Date.

The terms **“Written Consent”**, **“Written Demand”**, **“Written Direction”**, **“Written Election”**, **“Written Notice”**, **“Written Order”**, **“Written Request”** and **“Written Requisition”** of the Issuer or the Borrower shall mean, respectively, a written consent, demand, direction, election, notice, order, request or requisition signed on behalf of the Issuer by an Authorized Issuer Representative, or on behalf of the Borrower by an Authorized Borrower Representative.

Section 1.02. Rules of Construction. (a) The singular form of any word used herein, including the terms defined in Section 1.01, shall include the plural, and vice versa, unless the context otherwise requires. The use herein of a pronoun of any gender shall include correlative words of the other genders.

(b) All references herein to “Articles”, “Sections” and other subdivisions hereof are to the corresponding Articles, Sections or subdivisions of this Indenture as originally executed; and the words “herein”, “hereof”, “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

(c) The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, acquisition and rehabilitation or effect of this Indenture.

ARTICLE II

THE BONDS

Section 2.01. Authorization. There are hereby authorized to be issued bonds of the Issuer designated as “County of Contra Costa Multifamily Housing Revenue Bonds (Antioch Scattered Site Renovation), Series 2018A” in the initial aggregate principal amount of up to the Authorized Amount. No Bonds may be issued hereunder except in accordance with this Article. The maximum aggregate principal amount of Bonds which may be issued and outstanding under this Indenture shall not exceed the Authorized Amount.

Section 2.02. Terms of Bonds. The Bonds shall be in substantially the form set forth in Exhibit A hereto with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture, including any supplemental indenture.

The Bonds shall be issuable only as fully registered Bonds, without coupons, in the form of a single Bond in the principal amount equal to the aggregate of the purchase price of the Bonds advanced from time to time by the owners of the Bonds (which principal amount shall be, on the Closing Date, equal to the amount of the Initial Disbursement, and with any subsequent advances subject to the provisions of Section 3.03(e)). The Bonds shall be dated the Closing Date, shall mature on November 1, 2039, and shall be subject to redemption prior to maturity as provided in Article IV. The Bonds may be transferred in Authorized Denominations, subject to the provisions of Section 2.05. The Bonds will not have a rating assigned to them from any rating service.

In the event either the Bondowner Representative or the Borrower determines that legislative, judicial or other developments have occurred or other circumstances have emerged which could result in interest on the Bonds not being excluded from gross income for federal income tax purposes, or otherwise determines that it is in its best interest to convert the Bonds into a fully funded obligation in order to assure that interest on the Bonds will remain excluded from gross income for federal income tax purposes, and, in the case of such determination by the Borrower, such action will resolve the uncertainty with respect to the exclusion of interest on the Bonds from gross income for federal income tax purposes and will not jeopardize receipt of previously committed unfunded debt or equity funding for the Project, then such party may provide a written letter of direction (a “Draw-Down Notice”) to the other party and to the Issuer as provided herein to cause the full maximum purchase price of the Bonds to be funded. The Draw-Down Notice, if given, shall take effect on the fifth (5th) Business Day following the date (or such different number of Business Days to which the Borrower and the Bondowner Representative may agree in writing) on which either the Borrower or the Bondowner Representative sends written notification to the other party hereto and to the Issuer referencing

the Draw-Down Notice and containing substantially the following words: "The [Borrower/Bondowner Representative] elects to [draw/fund] the remaining proceeds of the Bonds (\$_____) effective _____ (the "Draw-Down Date")." The Draw-Down Notice will be delivered in the manner provided for notices under this Indenture. Promptly after receipt of a Draw-Down Notice, the Borrower and Bondowner Representative shall cause the requisition of the proceeds of the remaining Bonds (the "Remaining Proceeds") into the Program Fund, or, at Bondowner Representative's election, into another account held by a paying agent appointed by Bondowner Representative (with written notice to the Issuer) and pledged to Bondowner Representative as additional security for the repayment of the Loan, for disbursements to the Borrower pursuant to the Loan Agreement. The Borrower agrees to pay to the Bondowner Representative or deposit into the Program Fund on the Draw-Down Date, an amount of funds to be agreed upon by the Bondowner Representative and the Borrower (with written notice to the Issuer) prior to the Draw-Down Date to cover the expected "Negative Arbitrage" for the period between the Draw-Down Date and the date of each expected draw in accordance with the then-approved draw schedule under this Indenture (the "Negative Arbitrage Deposit"). For this purpose, the Negative Arbitrage shall be calculated, with respect to each subsequent expected draw by multiplying the dollar amount of such draw by the difference between (i) the interest rate on the Bonds and (ii) the interest rate, if any, which may be obtainable under any Permitted Investments into which the Borrower and Bondowner Representative may agree Remaining Proceeds may be invested while held under this Indenture or otherwise in a separate account (provided that the assumed rate of earnings following the date on which any such Permitted Investment matures or may be redeemed shall be 0%). As long as the interest rate on the Note is a variable rate, Negative Arbitrage shall be computed by assuming for any period in question, that the Bonds will bear interest during such period at the annual interest rate equal to the variable rate in effect on the date of computation plus __%, unless the amount on deposit are invested in Permitted Investments bearing interest at the same index or other variable rate on which the interest rate on the Note is computed, in which case the spread between the two rates may be used. The Bondowner Representative may include in the Draw-Down Notice a request that a paying agent be appointed to hold, invest and disburse the Remaining Proceeds. As used herein, "Permitted Investment" means any investment that at the time of investment is lawful under the laws of the State of California for the funds to be invested.

The Bonds shall bear interest on the principal amount of the Bonds outstanding, payable on each Interest Payment Date, at the same rate of interest in effect from time to time on the Note, computed in the same manner as interest is computed from time to time on the Note. The principal of the Bonds shall be payable in installments on the same dates and in the same amounts as is the principal payable on the Loan, as evidenced by the Note.

Each Bond shall bear interest from the date to which interest has been paid on the Bonds next preceding the date of its authentication, unless it is authenticated as of an Interest Payment Date for which interest has been paid, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before the first Interest Payment Date, in which event it shall bear interest from the Closing Date.

The payment or prepayment of principal of and interest or Premium, if any, on the Bonds shall be identical with and shall be made on the same terms and conditions as the principal of and interest or premium, if any, on the Note, as determined in accordance with the Loan Agreement. Any payment or prepayment made by the Borrower of principal and interest or premium, if any, on the Note shall be deemed to be like payments or prepayments of principal and interest or Premium, if any, on the Bonds.

Payments or prepayments actually made by the Borrower to the Bondowner Representative shall be deemed to have been constructively received by the Holder(s) as

payments or prepayments on the Bonds on the date of receipt of such payments by the Bondowner Representative, and interest with respect to each principal payment or prepayment shall cease to accrue upon receipt of such payment by the Bondowner Representative. Payments or prepayments of principal, interest or Premium, if any, shall be remitted immediately by the Bondowner Representative to the Holder(s).

The Issuer hereby acknowledges that the Borrower is obligated to pay late fees and other charges (including without limitation prepayment penalties) under the Note (and as otherwise provided in the Loan Documents) to the Bondowner Representative, which amounts are paid for the benefit of the Bondowner Representative and shall be retained by the Bondowner Representative for its own account and shall not be construed in any event to be interest on the Bonds.

Section 2.03. Payment of Bonds. Payment of the principal of and interest on any Bond shall be made in lawful money of the United States to the person appearing on the Bond registration books of the Issuer (maintained by the Bondowner Representative) as the registered owner thereof on the applicable Interest Payment Date, such principal and interest to be paid by check mailed on the Interest Payment Date by first class mail, postage prepaid, to the registered owner at its address as it appears on such registration books, except that the Bondowner Representative may, at the request of any registered owner of Bonds, make payments of principal and interest on such Bonds by wire transfer to the account within the United States designated by such owner to the Bondowner Representative in writing, any such designation to remain in effect until withdrawn in writing.

Section 2.04. Execution of Bonds. The Bonds shall be signed in the name and on behalf of the Issuer with the manual or facsimile signature of an Authorized Issuer Representative. The Bonds shall then be delivered to the Bondowner Representative for authentication by the Bondowner Representative. In case any person who shall have signed any of the Bonds shall cease to be an Authorized Issuer Representative before the Bonds so signed shall have been authenticated or delivered by the Bondowner Representative or issued by the Issuer, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issuance, shall be as binding upon the Issuer as though the person who signed the same had continued to be an Authorized Issuer Representative. Also, any Bond may be signed on behalf of the Issuer by such person as on the actual date of the execution of such Bond shall be an Authorized Issuer Representative although on the nominal date of such Bond any such person shall not have been an Authorized Issuer Representative.

Only such of the Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit A, manually executed by the Bondowner Representative, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture and such certificate of the Bondowner Representative shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 2.05. Transfer of Bonds. (a) Any Bond may, in accordance with the terms of this Indenture but in any event subject to the provisions of Section 2.05(b) hereof, be transferred upon the books of the Bondowner Representative, required to be kept pursuant to the provisions of Section 2.06, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office of the Bondowner Representative, accompanied by a written instrument of transfer in a form acceptable to the Bondowner Representative, duly executed. Whenever any Bond shall be surrendered for transfer, the Issuer shall execute and the Bondowner Representative shall authenticate and deliver a new Bond.

(b) The following shall apply to all sales and transfers of the Bonds after the initial sale and delivery of the Bonds:

(i) the Bonds, in the form attached hereto as Exhibit A, shall be physical certificated instruments, and shall not be held in a book-entry only system unless approved in advance in writing by (A) all of the then Bondowners, in their discretion, (B) the Issuer in its discretion, and (C) the Bondowner Representative in its discretion;

(ii) the Bonds shall only be transferred in Authorized Denominations, and only to (A) an entity that is an Approved Institutional Buyer, or (B) an affiliate of the Bondowner Representative or a trust or custodial arrangement established by the Bondowner Representative or one of its affiliates, the owners of the beneficial interests in which are required to be Approved Institutional Buyers or other permitted transferees of the Bonds under this Section 2.05(b)(ii) who execute an investor's letter substantially in the form of Exhibit B hereto or otherwise satisfy the requirements of Section 2.05(e) below;

(iii) each transferee of the Bonds shall deliver to the Issuer an investor's letter substantially in the form of Exhibit B hereto wherein the transferee agrees, among other matters, not to sell participating interests in the Bonds without the prior written consent of the Issuer, except as permitted by Section 2.05(e) hereof;

(iv) unless otherwise approved by the Issuer in its discretion, there shall be no more than five (5) different Bondowners at any one time; and

(v) the Bondowner Representative shall not authenticate or register a Bond unless the conditions of this Section 2.05(b) have been satisfied.

Except as provided in Section 4.04, the Bondowner Representative shall not allow any transfer of the Note or the Loan, or any interest or interests therein, except in connection with a transfer of a like amount of the Bonds or an interest or interests in the Bonds.

(c) The Bondowner Representative shall require the payment by the Bondholder requesting any such transfer of any tax, fee or other governmental charge required to be paid with respect to such transfer, but any such transfer shall otherwise be made without charge to the Bondholder requesting the same. The cost of printing any Bonds and any services rendered or any expenses incurred by the Bondowner Representative in connection therewith shall be paid by the Borrower.

(d) The Bondowner Representative shall indemnify and defend the Issuer against any claim brought by any transferor or transferee of the Bonds in respect of the Bonds, this Indenture or any of the Loan Documents in the event that the Bondowner Representative permits a transfer of the Bonds in violation of the restrictions in Sections 2.05(b) above.

(e) Notwithstanding the foregoing provisions of this Section 2.05, an owner of the Bonds may, in its discretion, sell participation interests in the Bonds that it owns, so long as (i) any such sale is only made to an affiliate of the Bondowner, to an Approved Institutional Buyer or to another person to whom the Bonds may be sold directly pursuant to Section 2.05(b)(ii) above, and (ii) the document or documents relating to the sale contain a provision to the effect that the buyer understands that it has no rights whatsoever against the Issuer in respect of any such interest in any Bond, with the Issuer's obligations hereunder and under the Bond being only to the registered owner of the applicable Bond. The owner of the Bond in which a participation is sold shall indemnify and hold harmless the Issuer from any claim or action whatsoever against the

Issuer in any way related to the Bonds, this Indenture or the Loan Documents brought by any entity to which it sold an interest in the Bonds. In no case shall a purchaser of a participation interest in any Bond be deemed to be a Holder of the Bonds, or have any rights of a Holder of the Bonds or of the Bondowner Representative hereunder.

Section 2.06. Bond Register. The Issuer hereby appoints the Bondowner Representative as registrar and authenticating agent for the Bonds. The Bondowner Representative will keep or cause to be kept at its Principal Office sufficient books for the registration and transfer of the Bonds, which shall at all reasonable times during regular business hours upon reasonable notice be open to inspection by the Issuer and the Borrower; and, upon presentation for such purpose, the Bondowner Representative as registrar shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred, on said books, Bonds as hereinbefore provided.

Section 2.07. Replacement of Bonds. Upon receipt of evidence reasonably satisfactory to the Issuer of the loss, theft, destruction or mutilation of any of the Bonds, or of any replacement Bonds, and, in the case of any such loss, theft, or destruction, upon the delivery of an indemnity agreement reasonably satisfactory to the Issuer or, in the case of any mutilation, upon the surrender and cancellation of such mutilated Bond, the Issuer, at the expense of the Holder of such Bond, will issue and the Bondowner Representative will authenticate a new Bond, of like tenor and series, in lieu of such lost, destroyed or mutilated Bond.

ARTICLE III

ISSUANCE OF BONDS; APPLICATION OF PROCEEDS

Section 3.01. Authentication and Delivery of the Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute the Bonds and deliver them to the Bondowner Representative. Thereupon, and upon satisfaction of the conditions set forth in this Section, and without any further action on the part of the Issuer, the Bondowner Representative shall authenticate the Bonds in an aggregate principal amount not exceeding the Authorized Amount, and shall deliver them pursuant to the Written Order of the Issuer hereinafter mentioned. Prior to the authentication and delivery of any of the Bonds by the Bondowner Representative, there shall have been delivered to the Bondowner Representative each of the following:

(a) a Certified Resolution authorizing issuance and sale of the Bonds and execution and delivery by the Issuer of the Indenture, the Loan Agreement and the Regulatory Agreements;

(b) original executed counterparts of this Indenture, the Regulatory Agreements, the Tax Certificate, the Loan Agreement, the Deed of Trust, the Assignment of Deed of Trust and all of the other Loan Documents, all in form and content satisfactory to the Bondowner Representative, and the original executed Note endorsed without recourse by the Issuer to the Bondowner Representative;

(c) a Written Order of the Issuer to the Bondowner Representative to authenticate and deliver the Bonds as directed in such Written Order, upon payment to the Bondowner Representative, for the account of the Issuer, of the Initial Disbursement;

(d) a letter in the form of Exhibit B hereto executed by the initial Bondowner;

(e) an opinion of Bond Counsel with respect to the due execution and delivery of the Indenture, the Loan Agreement and the Bonds and the exclusion from gross income of the Bondowners of interest on the Bonds for federal income tax purposes; and

(f) an opinion of counsel to the Borrower addressed to the Issuer to the effect that the Loan Documents to which the Borrower is a party and the Regulatory Agreements are valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms, subject to such exceptions and qualifications as are acceptable to the Issuer.

Section 3.02. Application of Proceeds of Bonds. The proceeds received on the Closing Date by the Issuer from the sale of the Bonds shall be deposited with the Bondowner Representative, who shall deposit any portion of such proceeds which are not to be concurrently disbursed to or for the account of the Borrower into the Program Fund created pursuant to Section 3.03. The Bondowner Representative shall deposit any portion of any future advance of the purchase price of the Bonds which is not to be concurrently disbursed to or for the account of the Borrower into the Program Fund.

Section 3.03. Program Fund. (a) There is hereby created and established with the Bondowner Representative a fund which shall be designated the "Program Fund." Upon the initial delivery of the Bonds, there shall be deposited in the Program Fund the amount specified in Section 3.02. If required under the provisions of Section 3.02, the Bondowner Representative shall deposit any future advances of the purchase price of the Bonds to the Program Fund. Amounts deposited or held in such fund shall be applied only as provided in this Section.

(b) The Initial Disbursement deposited in the Program Fund on the Closing Date shall be disbursed by the Bondowner Representative to or upon the order of the Borrower to pay Project Costs.

(c) The Issuer hereby authorizes and directs the disbursement by the Bondowner Representative to the Borrower of the remaining principal amount of the Bonds represented by future advances of the purchase price of the Bonds and any amounts from time to time on deposit in the Program Fund upon receipt by the Bondowner Representative of a written request of the Borrower, accompanied by the documents required under the Loan Agreement, and a determination of the Bondowner Representative that the conditions to disbursement contained in the Loan Agreement have been satisfied or waived.

(d) Neither the Bondowner Representative nor the Issuer shall be responsible for the application by the Borrower of monies disbursed to the Borrower in accordance with this Section 3.03.

(e) Notwithstanding any other provision of this Indenture, unless otherwise approved in an opinion of Bond Counsel addressed to the Issuer and the Bondowner Representative to the effect that some other advance of the purchase price of the Bonds will not adversely effect the exclusion of interest on the Bonds from federal income taxation, all advances of the purchase price of, or disbursements of the proceeds of the Bonds, shall occur on or before the earlier of the Conversion Date or November 1, 2021.

(f) During the period when the Bondowner Representative and/or its affiliates are the Holders of all of the Bonds, the Program Fund need not be separately established or administered but rather the Bondowner Representative may hold and administer any amounts to be deposited in such fund in the manner it customarily employs for administration and servicing of amounts to be loaned to borrowers, so long as at all times the Bondowner Representative can determine the amounts attributable to the Bonds and the Loan and any investment earnings thereon.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01. Circumstances of Redemption. The Bonds are subject to redemption upon the circumstances, on the dates and at the prices set forth as follows:

(a) The Bonds shall be subject to redemption in whole or in part on any date that the Note is subject to prepayment, at a price equal to the principal amount of Bonds to be redeemed plus interest accrued thereon to the date fixed for redemption, plus a Premium equal in amount to any premium payable pursuant to the Note in connection with the related prepayment of the Note (as required or permitted under the terms of the Note), upon and in an amount equal to any such prepayment of the principal of the Note in whole or in part.

(b) The Bonds shall be subject to redemption in whole on any date at a price equal to the principal amount of Bonds to be redeemed plus interest accrued thereon to the date fixed for redemption, plus a Premium equal in amount to any premium paid in connection with the prepayment of the Note (as required under the terms of the Note), upon the occurrence of a Default under and as defined in the Loan Agreement and a written request of the Bondowner Representative that a redemption in full of the Bonds occur.

(c) The Bonds shall be subject to redemption in part, at a price equal to the principal amount of Bonds to be redeemed plus interest accrued thereon to the date fixed for redemption, without premium, upon and in the amount of any scheduled payment of principal of the Note.

The Bondowner Representative is hereby authorized and directed, and hereby agrees, to fix the date for any such redemption, and, if Revenues are available, to redeem the Bonds so called on the date so fixed by the Bondowner Representative. If there is more than one Bondowner of a Bond to be redeemed in part as of any date of redemption, the Bonds shall be redeemed pro rata among the Bondowners. So long as there is only one Bondowner, the Bondowner need not surrender its Bond in connection with any redemption of the Bonds.

Section 4.02. No Notice of Redemption. No notice of redemption of the Bonds need be given to the owners of the Bonds to be redeemed. However, the Bondowner Representative shall notify the Issuer in writing of the redemption of any of the Bonds, except that no such notice shall be required for any scheduled redemption described in Section 4.01(c).

Section 4.03. Effect of Redemption. Moneys for payment of the redemption price of Bonds being held by the Bondowner Representative, the Bonds so called for redemption shall, on the redemption date selected by the Bondowner Representative, become due and payable at the redemption price specified herein, interest on the Bonds so called for redemption shall cease to accrue, said Bonds shall cease to be entitled to any lien, benefit or security under this Indenture, and the holders of said Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

All Bonds fully redeemed pursuant to the provisions of this Article IV shall be destroyed by the Bondowner Representative, which shall thereupon deliver to the Issuer, upon the Issuer's written request, a certificate evidencing such destruction.

ARTICLE V

REVENUES

Section 5.01. Power to Issue Bonds; Pledge of Revenues. The Issuer is duly authorized pursuant to law to issue the Bonds and to enter into this Indenture and to pledge and assign the Revenues and other assets purposed to be pledged and assigned, respectively, under this Indenture in the manner and to the extent provided in this Indenture. The Issuer has duly authorized the execution and delivery of the Bonds and the Indenture under the terms and provisions of the Act and a resolution adopted by the Board of Supervisors of the Issuer and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability against the Issuer of the Bonds and the Indenture. The Issuer has taken all necessary action and has complied with all provisions of the Act required to make the Bonds and this Indenture the valid, legal and binding limited obligations of the Issuer.

All of the Revenues are hereby irrevocably pledged to the punctual payment of the principal of and interest and any premium on the Bonds. The Issuer also hereby irrevocably transfers, grants a security interest in and assigns to the Bondowner Representative, for the benefit of the holders from time to time of the Bonds all of its right, title and interest in (a) the Revenues, (b) all other amounts payable to Issuer under, or pursuant to, the Note and the other Loan Documents, including but not limited to all proceeds of any title insurance policy, casualty insurance policy or other insurance policy, all proceeds of any condemnation or other taking and all revenues, proceeds, payments and other amounts received from any foreclosure (or action in lieu of foreclosure) or other enforcement action taken pursuant to the Deed of Trust or any other Loan Document (other than the Reserved Rights); (c) all amounts from time to time on deposit in any fund or account created hereunder, under the Loan Agreement or under any other Loan Document and held by the Bondowner Representative; (d) the Deed of Trust; (e) the Loan Agreement (except for the Reserved Rights); (f) the Note; (g) the other Loan Documents; (h) any other amounts or agreements referenced in the Loan Agreement as security for the repayment of the Bonds; and (i) all proceeds of the foregoing, whether voluntary or involuntary; provided, however, that any amounts or payments specifically excluded from the definition "Revenues" in Section 1.01 hereof shall not be pledged, in any case, to the payment of the Bonds under this Section 5.01. Any Revenues which are collected or received by the Issuer shall be deemed to be held, and to have been collected or received, by the Issuer as the agent of the Bondowner Representative, and shall forthwith be paid by the Issuer to the Bondowner Representative.

The Issuer hereby acknowledges and agrees that, as a result of the assignment and pledge provided for in this Section 5.01, the Issuer has assigned and pledged to Bondowner Representative, and Bondowner Representative shall have the sole right to hold and exercise, all of the rights and remedies given to Issuer under the Loan Agreement, the Note, the Deed of Trust and the other Loan Documents (except for the Reserved Rights and as expressly set forth in the Regulatory Agreements, which allows the Issuer to independently pursue remedies thereunder), including, but not limited to, the following: (i) the right to administer and service the Loan and to amend, modify, supplement, terminate, release and/or reconvey the Loan and any of the Loan Documents (except that the Bondowner Representative (A) may not in any way alter the provisions of the Loan Agreement pertaining to the Reserved Rights without the written consent of the Issuer, and (B) the Bondowner Representative shall notify the Issuer in writing of any amendment, modification, supplement, termination, release or reconveyance of any material provision of the Loan or the Loan Agreement); (ii) the right to enforce the terms and provisions of the Loan Documents; (iii) the right to record and/or file all documents, instruments and agreements which Bondowner Representative deems necessary or desirable to create, preserve, protect and/or release the liens created by the Deed of Trust and the other Loan Documents; and

(iv) the right to collect, hold and disburse amounts to be collected, held and/or disbursed under the Loan Documents, including, but not limited to, principal, interest, prepayment premiums, fees (other than fees payable to the Issuer), default interest, late payment charges, real estate tax impounds, insurance impounds, operating reserve deposits, replacement reserve deposits, title insurance proceeds, casualty insurance proceeds, other insurance proceeds, condemnation and other taking awards and proceeds and other amounts.

All Revenues and all amounts on deposit in the funds and accounts created hereunder, under the Loan Agreement or under any of the other Loan Documents and held by the Bondowner Representative shall be held for the benefit of the holders from time to time of the Bonds, but shall nevertheless be disbursed, allocated and applied solely for the uses and purposes hereinafter set forth in this Article V.

The Bonds are limited obligations of the Issuer, payable solely from and secured by the pledge of the Revenues hereunder. None of the Issuer, the City or the State of California or any of its political subdivisions shall be directly, indirectly, contingently or morally obligated to use any other moneys or assets to pay all or any portion of the debt service due on the Bonds, to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment. The Bonds are not a pledge of the faith and credit of the Issuer, the City or the State of California or any of its political subdivisions nor do they constitute indebtedness within the meaning of any constitutional or statutory debt limitation.

The Issuer shall not be liable for payment of the principal of Premium, if any, redemption price or interest on the Bonds or any other costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Indenture, the Bonds or any other documents, except only to the extent amounts are received for the payment thereof from the Borrower under the Note, the Loan Agreement or any of the other Loan Documents.

Section 5.02. Bond Fund. There is hereby created and established with the Bondowner Representative a separate fund which shall be designated the "Bond Fund," which fund shall be applied only as provided in this Section.

The Bondowner Representative shall deposit in the Bond Fund from time to time, upon receipt thereof, all Revenues, including (i) income received from the investment of moneys on deposit in the Bond Fund, and (ii) any other Revenues, including insurance proceeds, condemnation awards and other Loan payments or prepayments received from or for the account of the Borrower. The Bondowner Representative shall provide notice to the Issuer, upon written request of the Issuer, of the amounts received by the Bondowner Representative which constitute Revenues or are otherwise deposited to the Bond Fund, and of any failure by the Borrower to make timely payments on the Note.

Moneys in the Bond Fund shall be used solely for the payment of the principal of and Premium, if any, and interest on the Bonds as the same shall become due, whether at maturity or upon redemption or acceleration or otherwise.

On each date on which principal of or interest on the Bonds is due and payable, the Bondowner Representative shall pay such amount from the Bond Fund.

Notwithstanding any other provision of this Indenture, to the extent that there is only one Bondowner, any payment on the Note from the Borrower to the Bondowner Representative shall be deemed to be a payment by the Issuer on the Bonds, and there shall be no requirement that amounts so paid be deposited to the Bond Fund.

Section 5.03. Investment of Moneys. Except as otherwise provided in this Section, any moneys in any of the funds and accounts to be established by the Bondowner Representative pursuant to this Indenture shall be invested by the Bondowner Representative in Investment Securities selected and directed in writing by the Borrower (with the prior written consent of the Bondowner Representative), with respect to which payments of principal thereof and interest thereon are scheduled or otherwise payable not later than one day prior to the date on which it is estimated that such moneys will be required by the Bondowner Representative. In the absence of such directions, the Bondowner Representative shall invest such monies in Investment Securities described in clause (b) of the definition thereof. The Bondowner Representative shall have no liability or responsibility for any loss resulting from any investment made in accordance with this Section 5.03.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Indenture, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Indenture or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued at their present value (within the meaning of Section 148 of the Code). The Bondowner Representative shall have no duty to determine Fair Market Value or present value hereunder.

For the purpose of determining the amount in any fund or account, all Investment Securities credited to such fund or account shall be valued at the lower of cost or par (which shall be measured exclusive of accrued interest) after the first payment of interest following purchase.

Any interest, profit or loss on such investment of moneys in any fund or account shall be credited or charged to the respective funds or accounts from which such investments are made. The Bondowner Representative may sell or present for redemption any obligations so purchased whenever it shall be necessary in order to provide moneys to meet any payment, and the Bondowner Representative shall not be liable or responsible for any loss resulting from such sale or redemption.

The Bondowner Representative may make any and all investments permitted under this Section 5.03 through its own trust or banking department or any affiliate and may pay said department reasonable, customary fees for placing such investments. The Bondowner Representative and its affiliates may act as principal, agent, sponsor, advisor or depository with respect to Investment Securities under this Section 5.03.

The Issuer (and the Borrower by its execution of the Loan Agreement) acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer or the Borrower the right to receive brokerage confirmations of security transactions as they occur, the Issuer and the Borrower will not receive such confirmations to the extent permitted by law. The Bondowner Representative will furnish the Borrower and the Issuer (to the extent requested by it) periodic cash transaction statements which include detail for all investment transactions made by the Bondowner Representative hereunder.

During the period that the Bondowner Representative and/or its affiliates are the Holders of all of the Bonds, the Bondowner Representative may hold all funds commingled in a single fund, uninvested, or apply such funds as otherwise agreed between the Bondowner Representative and the Borrower, provided that at all times the Bondowner Representative can determine the amounts attributable to the Bonds and the Loan and any investment earnings thereon.

Section 5.04. Enforcement of Obligations. The Bondowner Representative shall be entitled (but not required, unless (i) requested to do so by the holders of a majority in principal amount of the Bonds then outstanding and (ii) if required by the Bondowner Representative, provided with indemnification to its satisfaction against the costs, expenses and liabilities incurred in compliance with such request) to take all steps, actions and proceedings reasonably necessary in its judgment: (a) to enforce the terms, covenants and conditions of, and preserve and protect the priority of its interest in and under, the Loan Agreement, any other Loan Document, the Regulatory Agreements and the Deed of Trust, (b) to require compliance with all covenants, agreements and conditions on the part of the Issuer contained in this Indenture with respect to the Revenues, and (c) to be reimbursed for its expenses (including attorney's fees) by the Borrower in taking any action referred to in the preceding clauses (a) and/or (b).

ARTICLE VI

COVENANTS OF THE ISSUER

Section 6.01. Payment of Principal and Interest. The Issuer shall punctually pay, but only out of Revenues as herein provided, the principal and the interest (and Premium, if any) to become due in respect of every Bond issued hereunder at the times and places and in the manner provided herein and in the Bonds, according to the true intent and meaning thereof. When and as paid in full, all Bonds shall be delivered to the Bondowner Representative and shall forthwith be destroyed.

Section 6.02. Paying Agents. The Issuer, with the written approval of the Bondowner Representative, may appoint and at all times have one or more paying agents in such place or places as the Issuer may designate, for the payment of the principal of, and the interest (and premium, if any) on, the Bonds; provided, however, that so long as Wells Fargo Bank, National Association and/or one or more of its affiliates are the registered owners of all of the Bonds then outstanding, the Bondowner Representative shall have the sole right to appoint, remove and/or replace any paying agent(s) for the Bonds. It shall be the duty of the Bondowner Representative to make such arrangements with any such paying agent as may be necessary and feasible to assure, to the extent of the moneys held by the Bondowner Representative for such payment, the availability of funds for the prompt payment of the principal of and interest and Premium, if any, on the Bonds presented at any place of payment. The paying agent initially appointed hereunder is the Bondowner Representative.

Section 6.03. Preservation of Revenues; Amendment of Documents. The Issuer (a) shall not take any action to interfere with or impair the pledge and assignment hereunder of Revenues and the assignment to the Bondowner Representative of rights of the Issuer under the Agreement and the Deed of Trust, or the Bondowner Representative's enforcement of any rights hereunder or thereunder, (b) shall not take any action to impair the validity or enforceability of the Agreement or the Deed of Trust, and (c) shall not waive any of its rights under or any other provision of or permit any amendment of the Agreement or the Deed of Trust, without the prior written consent of the Bondowner Representative; provided that such consent of the Bondowner Representative shall not be required if the Bondowner Representative shall have received an opinion of Bond Counsel to the effect that such amendment (i) is required to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes or compliance by the Bonds or the Project with the Act and the laws of the State of California; and (ii) will not adversely affect the interests of the Bondholders.

The Bondowner Representative may give such written consent, and may itself take any such action or consent to a waiver of any provision of or an amendment or modification to or

replacement of the Agreement, the Deed of Trust, the Regulatory Agreements, any of the other Loan Documents, or any other document, instrument or agreement relating to the security for the Bonds, only if (i) such action or such waiver, amendment, modification or replacement (a) is authorized or required by the terms of this Indenture, the Loan Agreement, the Deed of Trust, the applicable Loan Documents or the Regulatory Agreements, or (b) will not, based on an Opinion of Counsel furnished to the Bondowner Representative, materially adversely affect the interests of the holders of the Bonds or result in any impairment of the security hereby given for the payment of the Bonds, or (c) has first been approved by the written consent of all of the holders of the Bonds then Outstanding; and (ii) the Bondowner Representative shall have first obtained an opinion of Bond Counsel to the effect that such action or such waiver, amendment, modification or replacement will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes or conformance of the Bonds and the Project with the Act or the laws of the State of California relating to the Bonds.

Section 6.04. Compliance with Indenture. The Issuer shall not issue, or permit to be issued, any Bonds secured or payable in any manner out of Revenues other than in accordance with the provisions of this Indenture; it being understood that the Issuer reserves the right to issue obligations payable from and secured by sources other than the Revenues and the assets assigned herein. The Issuer shall not suffer or permit any default within its power to occur under this Indenture, but shall faithfully observe and perform all the covenants, conditions and requirements hereof. So long as any Bonds are outstanding, the Issuer shall not create or suffer to be created any pledge, lien or charge of any type whatsoever upon all or any part of the Revenues, other than the lien of this Indenture.

Section 6.05. Further Assurances. Whenever and so often as requested so to do by the Bondowner Representative, the Issuer (at the sole cost and expense of the Borrower) shall promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully vest in the Bondowner Representative and the Bondholders all of the rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Indenture and to perfect and maintain as perfected such rights, interests, powers, benefits, privileges and advantages.

Section 6.06. No Arbitrage. Solely in reliance upon the covenants and representations of the Borrower in the Loan Agreement, in the Regulatory Agreements and in the Tax Certificate, the Issuer shall not take, nor permit nor suffer to be taken by the Bondowner Representative or otherwise, any action with respect to the gross proceeds of the Bonds which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of the issuance of the Bonds would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Regulations promulgated thereunder.

Section 6.07. Limitation of Expenditure of Proceeds. The Issuer shall assure, solely in reliance upon the covenants and representations of the Borrower in the Loan Agreement, in the Regulatory Agreements and in the Tax Certificate, that not less than 95% of the amount advanced as the purchase price of the Bonds, plus premium (if any) paid on the purchase of the Bonds by the original purchaser thereof from the Issuer, less any original discount, are used for Qualified Project Costs and less than 25 percent of such amount is used for land or an interest in land. The Bondowner Representative shall have no obligation to monitor the Issuer's compliance with or to enforce the terms of this Section.

Section 6.08. Rebate of Excess Investment Earnings to United States. The Issuer hereby covenants, solely in reliance upon the covenants and representations of the Borrower in the Loan

Agreement, in the Regulatory Agreements and in the Tax Certificate (including the Borrower's covenants in Sections 3.3(h)(iii) and (iv), 11.39 and 11.44(c) in the Loan Agreement and in Section 2(t) of the Regulatory Agreement) to calculate or cause to be calculated excess investment earnings to the extent required by Section 148(f) of the Code and the Borrower shall cause payment of an amount equal to excess investment earnings to the United States in accordance with the Regulations, all at the sole expense of the Borrower.

Section 6.09. Limitation on Issuance Costs. The Issuer shall assure, solely in reliance upon the covenants and representations of the Borrower in the Loan Agreement, in the Regulatory Agreements and in the Tax Certificate, that, from the proceeds of the Bonds received from the original purchaser thereof and investment earnings thereon, an amount not in excess of two percent (2%) of the face amount of the Bonds will be used to pay for, or provide for the payment of, Issuance Costs. For this purpose, if the fees of such original purchaser are retained as a discount on the purchase of the Bonds, such retention shall be deemed to be an expenditure of proceeds of the Bonds for said fees.

Section 6.10. Federal Guarantee Prohibition. The Issuer covenants that it shall take no action nor, solely in reliance upon the covenants and representations of the Borrower in the Loan Agreement, in the Regulatory Agreements and in the Tax Certificate, knowingly permit nor suffer any action to be taken if the result of the same would be to cause the Bonds to be "federally guaranteed" within the meaning of the Code.

Section 6.11. Prohibited Facilities. The Issuer, solely in reliance upon the covenants and representations of the Borrower in the Loan Agreement, in the Regulatory Agreements and in the Tax Certificate, shall assure that no portion of the proceeds of the Bonds will be used to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises. The Issuer, solely in reliance upon the covenants and representations of the Borrower in the Loan Agreement, in the Regulatory Agreements and in the Tax Certificate, shall assure that no portion of the proceeds of the Bonds will be used for an office unless the office is located on the premises of the facilities constituting one of the Project and unless not more than a de minimis amount of the functions to be performed at such office are not related to the day-to-day operations of one of the Project.

Section 6.12. Use Covenant. Solely in reliance upon the covenants and representations of the Borrower in the Loan Agreement, in the Regulatory Agreements and in the Tax Certificate, the Issuer shall not use or knowingly permit the use of any proceeds of Bonds or any other funds of the Issuer, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the Bonds being treated as an obligation not described in Section 142(d) of the Code by reason of such Bond not meeting the requirements of Section 142(d) of the Code.

Section 6.13. Immunities and Limitations of Responsibility of Issuer. The Issuer shall be entitled to the advice of counsel (who, except as otherwise provided, may be counsel for any Bondholder), and the Issuer shall be wholly protected as to action taken or omitted in reliance on such advice. The Issuer may rely conclusively on any communication or other document furnished to it hereunder and reasonably believed by it to be genuine. The Issuer shall not be liable for any action (a) taken by it under the Bond Documents in good faith and reasonably believed by it to be within its discretion or powers hereunder, or (b) in good faith omitted to be taken by it under the Bond Documents because such action was reasonably believed to be beyond its discretion or powers hereunder, or (c) taken by it under the Bond Documents pursuant to any direction or instruction by which it is governed hereunder, or (d) omitted to be taken by it under the Bond Documents by reason of the lack of any direction or instruction required hereby for such

action; nor shall it be responsible for the consequences of any error of judgment reasonably made by it with respect to the foregoing matters. The Issuer shall in no event be liable for the application or misapplication of funds or for other acts or defaults by any person, except its own officers and employees. When any payment or consent or other action by it is called for hereby, it may defer such action pending receipt of such evidence (if any) as it may require in support thereof. The Issuer shall not be required to take any remedial action (other than the giving of notice) unless indemnity in a form acceptable to the Issuer is furnished for any expense or liability to be incurred in connection with such remedial action, other than liability for failure to meet the standards set forth in this Section. The Issuer shall be entitled to reimbursement from the Borrower for its expenses reasonably incurred or advances reasonably made, with interest at the rate of interest on the Bonds, in the exercise of its rights or the performance of its obligations hereunder, to the extent that it acts without previously obtaining indemnity. No permissive right or power to act which the Issuer may have shall be construed as a requirement to act; and no delay in the exercise of a right or power shall affect its subsequent exercise of the right or power.

A default by the Borrower in any of its covenants, representations and agreements in the Loan Agreement, the Regulatory Agreements or the Tax Certificate on which the Issuer is relying in Sections 6.06 through 6.12 hereof shall not be considered a default hereunder by the Issuer.

The Borrower has indemnified the Issuer against certain acts and events as set forth in Section 11.38 of the Loan Agreement and Section 9 of each of the two Regulatory Agreements. Such indemnities shall survive payment of the Bonds and discharge of the Indenture.

Section 6.14. Additional Representations by the Issuer. The Issuer hereby represents and warrants to the Bondholders and the Bondowner Representative that, as of the Closing Date:

(a) The Issuer is a public body, corporate and politic, duly organized and existing under the laws of the State and is duly authorized enter into and perform its obligations under this Indenture.

(b) All requirements have been met and procedures have occurred in order to authorize the execution and delivery by the Issuer of this Indenture. The Issuer has taken all necessary action and has complied with all provisions of the law required to make this Indenture a valid and binding limited obligation of the Issuer, except to the extent limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity, or by public policy.

(c) The Bonds have been duly authorized, executed and delivered by the Issuer. Nothing in this Indenture shall be construed as requiring the Issuer to provide any financing for the Project, other than to use the proceeds of the Bonds to make the Loan, or to provide sufficient moneys for all of the costs of the Project.

(d) To the best knowledge of the Issuer, there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency or public board or body pending or threatened against the Issuer that (i) affects or seeks to prohibit, restrain or enjoin the execution or delivery of this Indenture, the origination of the Loan or the lending of the proceeds of the Loan to the Borrower, or the execution and delivery of the Loan Documents, (ii) affects or questions the validity or enforceability of the Bonds or the Loan Documents, or (iii) questions the tax-exempt status of interest on the Bonds.

(e) The California Debt Limit Allocation Committee has provided allocations of the State of California's private activity bond volume cap under section 146 of the Code

to the Issuer for the Bonds, and the Issuer will comply with the requirements of the Code with respect to such allocations. The Issuer has applied the alternative option under clause (2) of the first paragraph of Section 3.01 of IRS Notice 2011-63 with respect to the issue date of the Bonds; and, in connection therewith, has included the information on Form 8038 filed for the Bonds that is required by section 3.03 of said Notice.

(f) The Issuer has not authorized or approved any offering statement (or similar document) that describes the Bonds and the related financing of the Project intended for use in marketing the Bonds.

(g) The Issuer has not engaged the services of any placement agent in connection with the offer or sale of the Bonds.

The Issuer makes no representation or warranty that the Project will be adequate or sufficient for the purposes of the Borrower. Nothing in this Indenture shall be construed as requiring the Issuer to provide any financing for the Project other than from the proceeds of the Loan.

ARTICLE VII

DEFAULT

Section 7.01. Events of Default; Acceleration; Waiver of Default. Each of the following events shall constitute an "Event of Default" hereunder:

(a) failure to pay the principal of any Bond when and as the same shall become due and payable (including but not limited to amounts due on the Bonds under Section 4.01 hereof), whether at maturity as therein expressed, by proceedings for redemption, by declaration or otherwise;

(b) failure to pay any installment of interest on any Bond when such interest installment shall become due and payable; and

(c) failure by the Issuer to perform or observe any other of the covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, and the continuation of such failure for a period of thirty (30) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Issuer and the Borrower by the Bondowner Representative, or to the Issuer, the Borrower and the Bondowner Representative by the holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds at the time outstanding.

Notwithstanding the foregoing, a default by the Borrower under the Deed of Trust or the Loan Agreement shall not, in itself, constitute an Event of Default under this Indenture.

No default specified in (c) above shall constitute an Event of Default unless the Issuer or the Borrower shall have failed to correct such default within the applicable period; provided, however, that if the default described in (c) above shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Borrower within the applicable period and diligently pursued until the default is corrected; provided that the time elapsed until completion of corrective action shall not exceed one hundred eighty (180) days. With regard to any alleged default concerning which notice is given to the Borrower under the provisions of (c) above, the Issuer hereby grants the Borrower full authority for the account of the Issuer to perform any covenant or obligation the non-

performance of which is alleged in said notice to constitute a default in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

Upon the occurrence of an Event of Default described in (a), (b) or (c) above, the Bondowner Representative may (i) by notice in writing to the Issuer and the Borrower (with a copy to the Investor Limited Partner), declare the principal of all the Bonds then outstanding, and the interest accrued and Premium thereon, to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in this Indenture or in the Bonds contained to the contrary notwithstanding, and /or (ii) pursue such other remedies as are permitted under applicable law. Upon any such declaration of acceleration, the Bondowner Representative shall fix a date for payment of the Bonds.

The preceding paragraph, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered as hereinafter provided, there shall have been deposited with the Bondowner Representative a sum sufficient to pay all the principal of the Bonds matured or required to be redeemed prior to such declaration and all matured installments of interest (if any) upon all the Bonds, with interest on such overdue installments of principal, Premium, and the reasonable fees and expenses of the Bondowner Representative, its agents and counsel, and any and all other defaults actually known to a Responsible Officer of the Bondowner Representative (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Bondowner Representative or provision deemed by the Bondowner Representative to be adequate shall have been made therefor, then, and in every such case, the holders of at least a majority in aggregate principal amount of the Bonds then outstanding, by written notice to the Issuer and to the Bondowner Representative and with indemnification satisfactory to the Bondowner Representative, may, on behalf of the holders of all the Bonds, rescind and annul such declaration and its consequences and waive such default; but no such rescission, annulment or waiver shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

Section 7.02. Institution of Legal Proceedings by Bondowner Representative. If one or more of the Events of Default shall occur, the Bondowner Representative in its discretion may proceed to protect or enforce its rights or the rights of the holders of Bonds under the Act or under this Indenture and the Agreement, by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein or therein, or in aid of the execution of any power herein or therein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Bondowner Representative shall deem most effectual in support of any of its rights or duties hereunder.

Section 7.03. Application of Moneys Collected by Bondowner Representative. Any moneys collected by the Bondowner Representative pursuant to Section 7.02 shall be applied in the order following, at the date or dates fixed by the Bondowner Representative and, in the case of distribution of such moneys on account of principal (or premium, if any) or interest, upon presentation of the Bonds and stamping thereon the payment, if only partially paid, and upon surrender thereof, if fully paid:

First: For payment of all amounts due to the Bondowner Representative under Section 8.06.

Second: For deposit in the Bond Fund to be applied to payment of the principal of all Bonds then due and unpaid, Premium and interest thereon with application as between

principal, Premium and interest as the Bondowner Representative shall determine in its sole discretion; and if there is more than one Bondowner ratably to the persons entitled thereto without discrimination or preference.

Third: For payment of all other amounts owing by the Borrower to any person hereunder, under the Loan Agreement or under any of the other Loan Documents.

Fourth: To the Borrower.

Section 7.04. Effect of Delay or Omission to Pursue Remedy. No delay or omission of the Bondowner Representative or of any holder of Bonds to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every power and remedy given by this Article VII to the Bondowner Representative or to the holders of Bonds may be exercised from time to time and as often as shall be deemed expedient. In case the Bondowner Representative shall have proceeded to enforce any right under this Indenture, and such proceedings shall have been discontinued or abandoned because of waiver or for any other reason, or shall have been determined adversely to the Bondowner Representative, then and in every such case the Issuer, the Bondowner Representative and the holders of the Bonds, severally and respectively, shall be restored to their former positions and rights hereunder in respect to the trust estate; and all remedies, rights and powers of the Issuer, the Bondowner Representative and the holders of the Bonds shall continue as though no such proceedings had been taken.

Section 7.05. Remedies Cumulative. No remedy herein conferred upon or reserved to the Bondowner Representative or to any holder of the Bonds is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.06. Covenant to Pay Bonds in Event of Default. The Issuer covenants that, upon the happening of any Event of Default, the Issuer will pay to the Bondowner Representative upon demand, but only out of Revenues, for the benefit of the holders of the Bonds, the whole amount then due and payable thereon (by declaration or otherwise) for interest or for principal, or both, as the case may be, Premium and all other sums which may be due hereunder or secured hereby, including reasonable compensation to the Bondowner Representative, its agents and counsel, and any expenses or liabilities incurred by the Bondowner Representative hereunder. In case the Issuer shall fail to pay the same forthwith upon such demand, the Bondowner Representative, in its own name, and upon being indemnified to its satisfaction shall be entitled to institute proceedings at law or in equity in any court of competent jurisdiction to recover judgment for the whole amount due and unpaid, together with costs and reasonable attorneys' fees, subject, however, to the condition that such judgment, if any, shall be limited to, and payable solely out of, Revenues and any other assets pledged, transferred or assigned to the Bondowner Representative under Section 5.01 as herein provided and not otherwise. The Bondowner Representative shall be entitled to recover such judgment as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of this Indenture, and the right of the Bondowner Representative to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture.

Section 7.07. Bondowner Representative Appointed Agent for Bondholders. The Bondowner Representative is hereby appointed the agent of the holders of all Bonds outstanding hereunder for the purpose of filing any claims relating to the Bonds.

Section 7.08. Power of Bondowner Representative to Control Proceedings. In the event that the Bondowner Representative, upon the happening of an Event of Default, shall have taken

any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the written request of the holders of a majority in principal amount of the Bonds then outstanding, it shall have full power, in the exercise of its discretion for the best interests of the holders of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Bondowner Representative shall not, unless there no longer continues an Event of Default hereunder, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the holders of at least a majority in principal amount of the Bonds outstanding hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Section 7.09. Limitation on Bondholders' Right to Sue. No holder of any Bond issued hereunder (except the Bondowner Representative, if it is a holder of Bonds) shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such holder shall have previously given to the Bondowner Representative written notice of the occurrence of an Event of Default hereunder; (b) the holders of at least a majority in aggregate principal amount of all the Bonds then outstanding shall have made written request upon the Bondowner Representative to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said holders shall have tendered to the Bondowner Representative indemnity satisfactory to it against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Bondowner Representative shall have refused or omitted to comply with such request for a period of thirty (30) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Bondowner Representative.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any holder of Bonds (except the Bondowner Representative, if it is a holder of Bonds) of any remedy hereunder; it being understood and intended that no one or more holders of Bonds (except the Bondowner Representative, if it is a holder of Bonds) shall have any right in any manner whatever by its or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of the outstanding Bonds.

The right of any holder of any Bond to receive payment of the principal of (and premium, if any) and interest on such Bond out of Revenues, as herein and therein provided, on and after the respective due dates expressed in such Bond, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such holder, except as otherwise provided or allowed pursuant to Sections 5.04, 7.02 and/or 7.08 of this Indenture.

Section 7.10. Limitation of Liability to Revenues. Notwithstanding anything in this Indenture contained, the Issuer shall not be required to advance any moneys derived from any source, other than the Revenues, for any of the purposes mentioned in this Indenture, whether for the payment of the principal of or interest on the Bonds or for any other purpose of this Indenture. The Bonds are limited obligations of the Issuer, and are payable from and secured by the Revenues only. The Issuer shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with the Loan Agreement, the Regulatory Agreements, the Bonds or this Indenture, except only to the extent amounts are received for the payment thereof under the Loan Documents.

ARTICLE VIII

THE BONDOWNER REPRESENTATIVE AND AGENTS

Section 8.01. Duties, Immunities and Liabilities of Bondowner Representative. The Bondowner Representative shall perform such duties and only such duties as are specifically set forth in this Indenture and no additional covenants or duties of the Bondowner Representative shall be implied in this Indenture. All of the provisions of the next two paragraphs of this Section 8.01 shall be effective if and only during such time as the Bondowner Representative is not the sole owner of the Bonds.

The Bondowner Representative shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as reasonable persons familiar with such matters would exercise or use under similar circumstances in the conduct of their own affairs.

No provision of this Indenture shall be construed to relieve the Bondowner Representative from liability for its own negligent action or its own negligent failure to act, except that:

(a) the duties and obligations of the Bondowner Representative shall be determined solely by the express provisions of this Indenture, the Bondowner Representative shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Bondowner Representative; and in the absence of bad faith on the part of the Bondowner Representative, the Bondowner Representative may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Bondowner Representative conforming to the requirements of this Indenture;

(b) At all times, regardless of whether or not any Event of Default shall exist, (1) the Bondowner Representative shall not be liable for any error of judgment made in good faith by a Responsible Officer or officers or by any agent or attorney of the Bondowner Representative appointed with due care unless (except as otherwise provided in Section 8.01(f)) the Bondowner Representative was negligent in ascertaining the pertinent facts; and (2) the Bondowner Representative shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Issuer, accompanied by an opinion of Bond Counsel as provided herein or in accordance with the directions of the holders of not less than a majority, or such other percentage as may be required hereunder, in aggregate principal amount of the Bonds at the time outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Bondowner Representative, or exercising any trust or power conferred upon the Bondowner Representative under this Indenture;

(c) The Bondowner Representative shall not be required to take notice or be deemed to have notice of (i) any default hereunder or under the Loan Agreement, except defaults under Section 7.01(a) or (b) hereof, unless a Responsible Officer of the Bondowner Representative shall be specifically notified in writing of such default by the Issuer or the owners of at least a majority in aggregate principal amount of all Bonds then outstanding, or (ii) any default under the Regulatory Agreements unless a Responsible Officer of the Bondowner Representative shall be specifically notified in writing of such default by the Issuer or the Borrower;

(d) Before taking any action under Article VII hereof or this Section at the request or direction of the Bondholders, the Bondowner Representative may require that a satisfactory indemnity bond be furnished by the Bondholders, for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which may be incurred in compliance with such request or direction, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken;

(e) Upon any application or request by the Issuer to the Bondowner Representative to take any action under any provision of this Indenture, the Issuer shall furnish to the Bondowner Representative a Certificate of the Issuer stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with, and an Opinion of Counsel stating that in the opinion of such Counsel all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished;

(f) The Bondowner Representative may execute any of the powers hereunder or perform any duties hereunder either directly or through agents or attorneys and the Bondowner Representative shall not be responsible for any negligence or misconduct on the part of any agent or attorney appointed with due care by it hereunder (but this provision shall not prohibit any action against any such agent or attorney for their negligent acts);

(g) Neither the Issuer nor the Borrower shall be deemed to be agents of the Bondowner Representative for any purpose, and the Bondowner Representative shall not be liable for any noncompliance of any of them in connection with their respective duties hereunder or in connection with the transactions contemplated hereby;

(h) The Bondowner Representative shall be entitled to rely upon telephonic notice for all purposes whatsoever so long as the Bondowner Representative reasonably believes such telephonic notice has been given by a person authorized to give such notice;

(i) The immunities extended to the Bondowner Representative also extend to its directors, officers, employees and agents;

(j) Under no circumstances shall the Bondowner Representative be liable in its individual capacity for the obligations evidenced by the Bonds, it being the sole obligation of the Bondowner Representative to administer, for the benefit of the Bondholders, the various funds and accounts established hereunder;

(k) No permissive power, right or remedy conferred upon the Bondowner Representative hereunder shall be construed to impose a duty to exercise such power, right or remedy;

(l) The Bondowner Representative shall not be liable for any action taken or not taken by it in accordance with the direction of a majority in aggregate principal amount of Bonds outstanding related to the exercise of any right, power or remedy available to the Bondowner Representative;

(m) The Bondowner Representative shall have no duty to review any financial statements, budgets or other financial information filed with it by or on behalf of the Borrower under or pursuant to the Loan Agreement; and

(n) The Bondowner Representative acknowledges that in order to preserve the tax-exempt status of the Bonds, the Borrower must comply with requirements for rebate of excess investment earnings to the federal government to the extent applicable. The Bondowner Representative agrees to use commercially reasonable efforts to send the Borrower, with a copy to the Issuer, a notification or reminder of its obligation to rebate excess investment earnings by November 1 of each fifth year, commencing November 1, 2021 (or, if earlier, such notice shall be sent on the date of payment in full of the Bonds, with any such rebate due not more than sixty (60) days following payment in full of the Bonds). However, in no event shall the Bondowner Representative be liable to the Issuer or the Borrower for the failure to so notify or remind the Borrower.

None of the provisions contained in this Indenture shall require the Bondowner Representative to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers. Whether or not therein expressly so provided, every provision of this Indenture, the Loan Agreement, the Regulatory Agreements or any other document relating to the conduct, powers or duties of, or affecting the liability of, or affording protection to, the Bondowner Representative shall be subject to the provisions of this Article VIII.

Section 8.02. Right of Bondowner Representative to Rely Upon Documents, Etc. Except as otherwise provided in Section 8.01:

(a) The Bondowner Representative may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond or other paper or document reasonably believed by it to be genuine and to have been signed and presented by the proper party or parties;

(b) Any consent, demand, direction, election, notice, order or request of the Issuer mentioned herein shall be sufficiently evidenced by a Written Consent, Written Demand, Written Direction, Written Election, Written Notice, Written Order or Written Request of the Issuer, and any resolution of the Issuer may be evidenced to the Bondowner Representative by a Certified Resolution;

(c) The Bondowner Representative may consult with counsel (who may be counsel for the Issuer, counsel for the Bondowner Representative or Bond Counsel) and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel;

(d) Whenever in the administration of this Indenture the Bondowner Representative shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or bad faith on the part of the Bondowner Representative, be deemed to be conclusively proved and established by a Certificate of the Issuer; and such Certificate of the Issuer shall, in the absence of negligence or bad faith on the part of the Bondowner Representative, be full warrant to the Bondowner Representative for any action taken or suffered by it under the provisions of this Indenture upon the faith thereof; and

(e) The Bondowner Representative shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document, but the Bondowner Representative, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

Section 8.03. Bondowner Representative Not Responsible for Recitals. The recitals contained herein and in the Bonds shall be taken as the statements of the Issuer, and the Bondowner Representative assumes no responsibility for the correctness of the same or for the correctness of the recitals in the Loan Agreement or the Regulatory Agreements. The Bondowner Representative shall have no responsibility with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the Bonds. The Bondowner Representative makes no representations as to the value or condition of any assets pledged or assigned as security for the Bonds, or as to the right, title or interest of the Issuer therein, or as to the security provided thereby or by this Indenture, the Loan Agreement, the Deed of Trust or the other Loan Documents, or as to the compliance of the Project with the Act, or as to the tax-exempt status of the Bonds, or as to the technical or financial feasibility of the Project, or as to the validity or sufficiency of this Indenture as an instrument of the Issuer or of the Bonds as obligations of the Issuer. The Bondowner Representative shall not be accountable for the use or application by the Issuer of any of the Bonds authenticated or delivered hereunder or of the use or application of the proceeds of such Bonds by the Issuer or the Borrower or their agents.

Section 8.04. Intervention by Bondowner Representative. The Bondowner Representative may intervene on behalf of the owners of the Bonds in any judicial proceeding to which the Issuer is a party and which, in the opinion of the Bondowner Representative and its counsel, has a substantial bearing on the interests of owners of the Bonds and, subject to the provisions of Section 8.01(d), shall do so if requested in writing by the owners of a majority in aggregate principal amount of all Bonds then outstanding.

Section 8.05. Moneys Received by Bondowner Representative. All moneys received by the Bondowner Representative shall, until used or applied as herein provided, be held for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law or as otherwise provided herein. The Bondowner Representative shall be under no liability for interest on any moneys received by it hereunder except such as it may agree with the Issuer or the Borrower to pay thereon.

Section 8.06. Compensation and Indemnification of Bondowner Representative and Agents. The Borrower is required under the Loan Agreement: (a) to pay to the Bondowner Representative reasonable compensation for all services rendered by it hereunder and under the other agreements related to the Bonds to which it is a party; (b) except as otherwise expressly provided herein, to reimburse the Bondowner Representative upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bondowner Representative in accordance with any provision of this Indenture or other agreement related to the Bonds to which the Bondowner Representative is a party or incurred in complying with any request made by the Issuer with respect to the Bonds (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance attributable in whole or in part to its negligence or willful misconduct; (c) to indemnify the Bondowner Representative for, and to hold it harmless against, any loss, liability or expense incurred without negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of the duties of the Bondowner Representative under this Indenture, including the costs and expenses of defending itself against any claim or liability in

connection with the exercise or performance of any of its powers or duties hereunder or other agreement related hereto to which the Bondowner Representative is a party; and (d) to indemnify the Bondowner Representative for any reasonable costs incurred during a period of default hereunder.

If any property, other than cash, shall at any time be held by the Bondowner Representative subject to this Indenture, or any Supplemental Indenture, as security for the Bonds, the Bondowner Representative, if and to the extent authorized by a receivership, bankruptcy or other court of competent jurisdiction or by the instrument subjecting such property to the provisions of this Indenture as such security for the Bonds, shall be entitled but not obligated to make advances for the purpose of preserving such property or of discharging tax liens or other prior liens or encumbrances thereon. The rights of the Bondowner Representative to compensation for services and to payment or reimbursement for expenses, disbursements, liabilities and advances shall have and is hereby granted a lien and a security interest prior to the Bonds in respect of all property and funds held or collected by the Bondowner Representative as such, except funds held by the Bondowner Representative for the benefit of the holders of particular Bonds, which amounts shall be held solely for the benefit of the Bondholders and used only for the payment of principal of and Premium, if any, and interest on the Bonds. The Bondowner Representative's rights to immunities, indemnities and protection from liability hereunder and its rights to payment of its fees and expenses shall survive its resignation or removal and final payment of the Bonds.

Section 8.07. Qualifications of Bondowner Representative. There shall at all times be a Bondowner Representative hereunder which shall be (a) Wells Fargo Bank, National Association; or (b) in connection with a sale or transfer of the Bonds, an owner of the Bonds as permitted by Section 2.05(b). Any change in the Bondowner Representative referred to in the preceding clause (b) shall be only at the written request of a majority of the principal amount of all of the Bonds outstanding, and any such successor Bondowner Representative that is not an affiliate of the predecessor Bondowner Representative shall be reasonably acceptable to the Issuer. The Issuer shall have no right to remove or replace the Bondowner Representative.

Any successor Bondowner Representative referred to in clause (b) of the first sentence of this Section 8.07 shall acknowledge its acceptance of its obligations under this Indenture by a written instrument delivered to the Issuer, the Borrower and, if the successor is not the sole owner of all of the Bonds then outstanding, the owners of the Bonds.

Section 8.08. Merger or Consolidation of Bondowner Representative. Any corporation or association into which the Bondowner Representative may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which the Bondowner Representative shall be a party, or any person succeeding to the corporate trust or bond purchase program business of the Bondowner Representative, shall be the successor of the Bondowner Representative hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor Bondowner Representative shall be eligible under the provisions of the first sentence of Section 8.07.

Section 8.09. Dealing in Bonds. The Bondowner Representative, in its individual capacity, may in good faith buy, sell, own, hold and deal in any of the Bonds, and may join in any action which any Bondholder may be entitled to take with like effect as if it did not act in any capacity hereunder. The Bondowner Representative in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Issuer, and may act as depository, trustee, bondowner representative or agent for any committee or body

of Bondholders secured hereby or other obligations of the Issuer as freely as if it did not act in any capacity hereunder.

Section 8.10. Indemnification of Issuer by Bondowner Representative. The Bondowner Representative acknowledges that notwithstanding any other provision of this Indenture, the Bondowner Representative is acting as an independent contractor and not as the agent of Issuer in servicing and administering the Bonds and the Loan. The Bondowner Representative agrees to indemnify, hold harmless and defend the Issuer and its respective Supervisors, officers, agents and employees against all loss, costs, damages, expenses, suits, judgments, actions and liabilities of whatever nature (including, without limitation, attorneys' fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments) directly or indirectly resulting from or arising out of or related to any act or omission on the part of the Bondowner Representative under this Indenture caused by the negligence or willful misconduct of the Bondowner Representative.

If a third party makes a claim against the Issuer that may be subject to indemnification pursuant to this Section 8.10, the Issuer shall give prompt written notice of such claim to the Bondholder Representative; provided, however, that the failure to provide such notice shall not release the Bondholder Representative from any of its obligations hereunder except only to the extent the Bondholder Representative is prejudiced by such failure. The Bondholder Representative shall be entitled to assume and control the defense of such claim at its expense through counsel of its choice, provided that such counsel is reasonably satisfactory to the Issuer. The Issuer shall cooperate with the Bondholder Representative, at the expense of the Bondholder Representative, in such defense and make available to the Bondholder Representative any witnesses, pertinent records, materials and information in the Issuer's possession as reasonably required by the Bondholder Representative. The Issuer shall have no right to settle or compromise any claim or consent to the entry of any judgment against the Issuer which is the subject of indemnification hereunder without the prior written consent of the Bondholder Representative; and the Bondholder Representative shall have no right to settle or compromise any claim against the Issuer or consent to the entry of any judgment against the Issuer without the prior written consent of the Issuer.

Section 8.11. Bondowner Representative Not Agent of Issuer. The Bondowner Representative acknowledges that notwithstanding any other provision of this Indenture, the Bondowner Representative is acting as an independent contractor and not as the agent of Issuer in servicing and administering the Bonds and the Loan.

ARTICLE IX

MODIFICATION OF INDENTURE

Section 9.01. Modification of Indenture. With the prior written consent of the Bondowner Representative and the Issuer, the Bondowner Representative may from time to time and at any time enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of any supplemental indenture. Upon receipt by the Bondowner Representative of a Certified Resolution authorizing the execution by the Issuer of any such supplemental indenture, and upon the written consent of the Bondowner Representative thereto, the Bondowner Representative shall join with the Issuer in the execution of such supplemental indenture, unless such supplemental indenture affects the rights or obligations of the Borrower or any general partner or limited partner of the Borrower hereunder or under the Loan Agreement, in which case the Bondowner Representative shall enter into such supplemental

indenture only if the Bondowner Representative has received the Borrower's, or such general partner's or limited partner's, as applicable, written consent thereto.

Promptly after the execution by the Issuer and the Bondowner Representative of any supplemental indenture pursuant to the provisions of this Section, if the Bondowner Representative is not the sole owner of the Bonds then outstanding, the Bondowner Representative shall give Bondholders, by first class mail, a notice setting forth in general terms the substance of such supplemental indenture. Any failure of the Bondowner Representative to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Section 9.02. Effect of Supplemental Indenture. Upon the execution of any supplemental indenture pursuant to the provisions of this Article IX, this Indenture shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Issuer, the Bondowner Representative and all holders of outstanding Bonds shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.03. Opinion of Counsel as to Supplemental Indenture. Subject to the provisions of Section 8.01, the Bondowner Representative shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel as conclusive evidence that any supplemental indenture executed pursuant to the provisions of this Article IX is authorized and permitted by this Indenture.

Section 9.04. Notation of Modification on Bonds; Preparation of New Bonds. Bonds authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article IX may bear a notation, in form approved by the Bondowner Representative and the Issuer, as to any matter provided for in such supplemental indenture, and if such supplemental indenture shall so provide, new Bonds, so modified as to conform, in the opinion of the Bondowner Representative and the Issuer, to any modification of this Indenture contained in any such supplemental indenture, may be prepared and authenticated by the Bondowner Representative and delivered without cost to the holders of the Bonds then outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

ARTICLE X

DISCHARGE OF INDENTURE

Section 10.01. Discharge of Indenture. If the entire indebtedness on all Bonds outstanding shall be paid and discharged in any one or more of the following ways:

(a) by the payment of the principal of (including redemption premium, if any) and interest on all Bonds outstanding; or

(b) by the delivery to the Bondowner Representative, for cancellation by it, of all Bonds outstanding;

and if all other sums payable hereunder by the Issuer shall be paid and discharged, then and in that case this Indenture shall cease, terminate and become null and void, and the Bondowner Representative shall forthwith execute proper instruments acknowledging satisfaction of and

discharging this Indenture. The fees, expenses and charges of the Bondowner Representative (including reasonable counsel fees) must be paid in order to effect such discharge. The satisfaction and discharge of this Indenture shall be without prejudice to the rights of the Bondowner Representative to charge and be reimbursed by the Borrower for any expenditures which it may thereafter incur in connection herewith.

The Issuer or the Borrower may at any time surrender to the Bondowner Representative for cancellation by it any Bonds previously authenticated and delivered which the Issuer or the Borrower lawfully may have acquired in any manner whatsoever, and such Bonds upon such surrender and cancellation shall be deemed to be paid and retired.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Successors of Issuer. All the covenants, stipulations, promises and agreements in this Indenture contained, by or on behalf of the Issuer, shall bind and inure to the benefit of its successors and assigns, whether so expressed or not. If any of the powers or duties of the Issuer shall hereafter be transferred by any law of the State of California, and if such transfer shall relate to any matter or thing permitted or required to be done under this Indenture by the Issuer, then the body or official who shall succeed to such powers or duties shall act and be obligated in the place and stead of the Issuer as in this Indenture provided.

Section 11.02. Limitation of Rights to Parties and Bondholders. Nothing in this Indenture or in the Bonds expressed or implied is intended or shall be construed to give to any person other than the Issuer, the Bondowner Representative, the Borrower and the holders of the Bonds issued hereunder any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Issuer, the Bondowner Representative, the Borrower and the holders of the Bonds issued hereunder.

Section 11.03. Waiver of Notice. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 11.04. Destruction of Bonds. Whenever in this Indenture provision is made for the cancellation by the Bondowner Representative and the delivery to the Issuer of any Bonds, the Bondowner Representative may, in lieu of such cancellation and delivery, destroy such Bonds and deliver a certificate of such destruction to the Issuer.

Section 11.05. Separability of Invalid Provisions. In case any one or more of the provisions contained in this Indenture or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Indenture, but this Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 11.06. Notices. It shall be sufficient service of any notice, request, demand or other paper on the Issuer, the Bondowner Representative or the Borrower if the same shall, except as otherwise provided herein, be duly mailed by first class mail, postage prepaid, by overnight delivery service or given by telephone or telecopier and confirmed by such mail, and to the other parties as follows:

The Issuer: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Community Development Bond
Program Manager

The Bondowner Representative: Wells Fargo Bank, National Association
MAC # A0119-177
333 Market Street, 17th Floor
San Francisco, CA 94105
Attention: Loan Administration Officer

The Borrower: Antioch Recap, L.P.
c/o Resources For Community Development
2220 Oxford Street
Berkeley, CA 94704
Attention: Executive Director

with a copy to: Gubb & Barshay LLP
505 14th Street, Suite 1050
Oakland, CA 94612
Attention: Scott Barshay, Esq.

and a copy to: The Investor Limited Partner

The Investor Limited Partner: RSEP Holding, LLC
1100 Superior Avenue, Suite 1640
Cleveland, OH 44114
Attention: General Counsel

with a copy to: Bocarsly Emden Cowan Esmail & Arndt LLP
633 West Fifth Street, 64th Floor
Los Angeles, CA 90071
Attention: Daryll Kidd

The Issuer, the Bondowner Representative, the Borrower and the Investor Limited Partner may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.07. Authorized Representatives. Whenever under the provisions of this Indenture the approval of the Issuer or the Borrower is required for any action, and whenever the Issuer or the Borrower is required to deliver any notice or other writing, such approval or such notice or other writing shall be given, respectively, on behalf of the Issuer by an Authorized Issuer Representative or on behalf of the Borrower by an Authorized Borrower Representative, and the Issuer, the Bondowner Representative and the Borrower shall be authorized to act on any such approval or notice or other writing and neither party hereto nor the Borrower shall have any complaint against the others as a result of any such action taken.

Section 11.08. Evidence of Rights of Bondholders. (a) Any request, consent or other instrument required by this Indenture to be signed and executed by Bondholders may be in any number of concurrent writings of substantially similar tenor and may be signed or executed by

such Bondholders in person or by agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the ownership of any Bonds, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Bondowner Representative and of the Issuer if made in the manner provided in this Section.

(b) The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument or writing acknowledged to him the execution thereof.

(c) The ownership of Bonds shall be proved by the Bond register maintained pursuant to Section 2.06 hereof. The fact and the date of execution of any request, consent or other instrument and the amount and distinguishing numbers of Bonds held by the person so executing such request, consent or other instrument may also be proved in any other manner which the Bondowner Representative may deem sufficient. The Bondowner Representative may nevertheless, in its discretion, require further proof in cases where it may deem further proof desirable.

(d) Any request, consent or vote of the holder of any Bond shall bind every future holder of the same Bond and the holder of any Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Bondowner Representative or the Issuer in pursuance of such request, consent or vote.

(e) In determining whether the holders of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned by the Issuer or by any other direct or indirect obligor on the Bonds, or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Issuer or any other direct or indirect obligor on the Bonds, shall be disregarded and deemed not to be outstanding for the purpose of any such determination, provided that, for the purpose of determining whether the Bondowner Representative shall be protected in relying on any such demand, request, direction, consent or waiver, only Bonds which the Bondowner Representative knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as outstanding for the purposes of this subsection (e) if the pledgee shall establish to the satisfaction of the Bondowner Representative and the Issuer the pledgee's right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Issuer or any other direct or indirect obligor on the Bonds. In case of a dispute as to such right, any decision by the Bondowner Representative taken upon the advice of counsel shall be full protection to the Bondowner Representative. Solely for purposes of the limitation expressed in this paragraph (e), the Borrower shall be deemed to be an indirect obligor on the Bonds.

(f) In lieu of obtaining any demand, request, direction, consent or waiver in writing, the Bondowner Representative may call and hold a meeting of the Bondholders upon such notice and in accordance with such rules and regulations as the Bondowner Representative considers fair and reasonable for the purpose of obtaining any such action.

Section 11.09. Waiver of Personal Liability. No member of the Board of Supervisors, officer, agent or employee of the Issuer, and no officer, official, agent or employee of the State of California or any department, board or agency of any of the foregoing, shall be individually or personally liable for the payment of the principal of or premium or interest on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing

herein contained shall relieve any such person from the performance of any official duty provided by law or by this Indenture.

Section 11.10. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the date provided therefor in this Indenture and, in the case of any payment, no interest shall accrue for the period from and after such date.

Section 11.11. Execution in Several Counterparts. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same instrument.

Section 11.12. Governing Law. This Indenture and the Bonds shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Section 11.13. Successors. Whenever in this Indenture either the Issuer or the Bondowner Representative is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Issuer or the Bondowner Representative shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

IN WITNESS WHEREOF, the County of Contra Costa, California, has caused this Indenture to be signed in its name and Wells Fargo Bank, National Association, in token of its acceptance of the duties of the Bondowner Representative hereunder, has caused this Indenture to be signed in its name, all as of the day and year first above written.

COUNTY OF CONTRA COSTA,
CALIFORNIA

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

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Bondowner
Representative

By: _____
Jeff Bennett,
Senior Vice President

[Signature Page to Indenture of Trust – Antioch Scattered Site Renovation]

03007.43;J15228

EXHIBIT A

FORM OF BOND

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN ACCORDANCE WITH SECTION 2.05 OF THE INDENTURE DESCRIBED HEREIN.

COUNTY OF CONTRA COSTA
MULTIFAMILY HOUSING REVENUE BOND
(ANTIOCH SCATTERED SITE RENOVATION),
SERIES 2018A

<u> Dated Date </u>	<u> Maturity Date </u>
November 1, 2018	November 1, 2039

REGISTERED OWNER: WELLS FARGO BANK, NATIONAL ASSOCIATION

PRINCIPAL SUM: Up to _____ MILLION DOLLARS

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 (herein called the "Issuer"), for value received, hereby promises to pay (but only out of Revenues as hereinafter provided) to the Registered Owner identified above or registered assigns, on the Maturity Date identified above (subject to prior redemption as provided herein) the sum of up to _____ Million Dollars (\$ _____) in lawful money of the United States, with interest thereon from the date of disbursement until paid at the interest rates described below. The actual unpaid principal hereof shall be equal to the funds disbursed by the Bondowner under the Indenture (as defined below) to fund the Loan, less any portion of the principal hereof redeemed pursuant to the Indenture. Capitalized terms used in this Bond and not defined herein shall have the meanings given such terms in the Indenture referenced below, or in the Note (as such term is defined in the Indenture) made by Antioch Recap, L.P., a California limited partnership (the "Borrower"), to the order of the Issuer.

The Issuer shall make monthly payments on this Bond of accrued interest only on funds actually disbursed by the Bondowner under the Indenture to fund the Loan to the Borrower under the Loan Agreement. This Bond shall bear interest, payable on the first Business Day (as defined in the Indenture) of each month, commencing December 3, 2018 (each, an "Interest Payment Date") at the same rate of interest as in effect from time to time on the Note, and computed in the same manner as interest is computed from time to time on the Note, as provided in Section 2.02 of the Indenture. In addition, principal of this Bond shall be payable in installments on the same dates and in the same amounts as is the principal payable on the Loan, as evidenced by the Note, as provided in Section 2.02 of the Indenture.

This Bond shall bear interest from the date to which interest has been paid on this Bond next preceding the date of authentication hereof, unless this Bond is authenticated as of an Interest Payment Date for which interest has been paid, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before the first Interest Payment Date, in which event it shall bear interest from the Closing Date.

In the event the Issuer fails to make the timely payment of any monthly payment, the Issuer shall pay interest on the then outstanding Balance at a default rate (the "Default Rate") equal to the interest rate then in effect under this Bond plus five percent (5%) (solely from amounts received from the Borrower under the Loan Agreement (as defined in the Indenture), subject to any maximum rate specified in the Note or the Loan Agreement).

This Bond is one of a duly authorized issue of bonds of the Issuer designated as "County of Contra Costa Multifamily Housing Revenue Bonds (Antioch Scattered Site Renovation), Series 2018A" (the "Bonds"), in the initial aggregate principal amount of up to \$_____, authorized to be issued pursuant to Chapter 7 of Part 5 of Division 31 of the Health and Safety Code of the State of California, and issued under and secured by an Indenture of Trust, dated as of November 1, 2018 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, as the initial Bondowner Representative. Reference is hereby made to the Indenture and all indentures supplemental thereto for a description of the rights thereunder of the owners of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Bondowner Representative and of the rights and obligations of the Issuer thereunder, to all of the provisions of which Indenture the holder of this Bond, by acceptance hereof, assents and agrees. The proceeds of the Bonds will be used to make a loan to the Borrower pursuant to a Loan Agreement, dated as of November 1, 2018 (the "Loan Agreement") among the Bondowner Representative, the Issuer and the Borrower, to finance the acquisition and rehabilitation of 56 units of residential rental housing located in the City of Antioch, California.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM AND SECURED BY THE PLEDGE OF CERTAIN REVENUES UNDER THE INDENTURE. THE BONDS DO NOT CONSTITUTE A DEBT OF THE ISSUER OR OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER (OTHER THAN WITH RESPECT TO THE AMOUNTS SPECIFICALLY PLEDGED THEREFOR UNDER THE INDENTURE), OR OF THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF. THE BONDS SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF OR A CHARGE AGAINST THE GENERAL CREDIT OF THE ISSUER, BUT SHALL BE A SPECIAL, LIMITED OBLIGATION OF THE ISSUER PAYABLE SOLELY FROM THE SOURCES DESCRIBED IN THE INDENTURE.

NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM OR INTEREST ON THIS BOND AGAINST ANY PAST, PRESENT OR FUTURE SUPERVISOR, OFFICER, EMPLOYEE OR AGENT OF THE ISSUER, OR OF ANY SUCCESSOR TO THE ISSUER, AS SUCH, EITHER DIRECTLY OR THROUGH THE ISSUER OR ANY SUCCESSOR TO THE ISSUER, UNDER ANY RULE OF LAW OR EQUITY, STATUTE OR CONSTITUTION OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR PENALTY OR OTHERWISE, AND ALL SUCH LIABILITY OF ANY SUCH SUPERVISORS, OFFICERS, EMPLOYEES OR AGENTS, AS SUCH, IS HEREBY EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF, AND CONSIDERATION FOR, THE EXECUTION AND ISSUANCE OF THIS BOND.

The Bonds are limited obligations of the Issuer and, as and to the extent set forth in the Indenture, are payable solely from, and secured by a pledge of and lien on, the Revenues (as that term is defined in the Indenture), consisting primarily of amounts paid by the Borrower pursuant to the Loan Agreement.

The Bonds are subject to redemption prior to maturity, at a price and upon such terms as are provided in the Indenture. No notice of redemption of Bonds need be given to the registered

owners of the Bonds, and the owner of this Bond, by acceptance hereof, expressly waives any requirement for any notice of redemption.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture.

This Bond is transferable by the registered owner hereof, in person, or by its attorney duly authorized in writing, at the Principal Office of the Bondowner Representative, but only in the manner, subject to the limitations (including those contained in Section 2.05 of the Indenture) and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond will be issued to the transferee in exchange herefor. The Issuer and the Bondowner Representative may treat the registered owner hereof as the absolute owner hereof for all purposes, and the Issuer and the Bondowner Representative shall not be affected by any notice to the contrary. By its acceptance of this Bond, the registered owner hereof agrees not to sell any participating interests in this Bond, except as permitted by the Indenture.

The Indenture contains provisions permitting the Issuer and the Bondowner Representative to execute supplemental indentures adding provisions to, or changing or eliminating any of the provisions of, the Indenture, subject to the limitations set forth in the Indenture. In the event of any inconsistency between the provisions of this Bond and the provisions of the Indenture, the provisions of the Indenture shall be controlling.

The Issuer hereby certifies that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in connection with the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California (including the Act) and that the amount of this Bond, together with all other indebtedness of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by the Bondowner Representative.

IN WITNESS WHEREOF, the County of Contra Costa, California has caused this Bond to be executed in its name by the manual or facsimile signature of an Authorized Issuer Representative, all as of the Dated Date set forth above.

COUNTY OF CONTRA COSTA

By: _____
Karen Kitchoff,
Chair of the Board of Supervisors

FORM OF CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture and has been authenticated and registered on this date:

Dated: _____

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Bondowner Representative

By _____
Authorized Officer

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)
the within Bond and do(es) hereby irrevocably constitute and appoint

_____, attorney,
to transfer the same on the registration books of the Bondowner Representative, with full power
of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a
eligible guarantor.

NOTICE: The signature on this assignment must
correspond with the name(s) as written on
the face of the within Bond in every
particular without alteration or enlargement
or any change whatsoever.

EXHIBIT B

FORM OF INVESTOR'S LETTER

County of Contra Costa, California
Martinez, California

Wells Fargo Bank, National Association
San Francisco, California

Re: County of Contra Costa Multifamily Housing Revenue Bonds (Antioch Scattered
Site Renovation), Series 2018A

Ladies and Gentlemen:

The undersigned (the "Purchaser"), being the purchaser of \$_____ principal amount of the above-referenced bonds (the "Bonds") issued pursuant to the Indenture of Trust, dated as of November 1, 2018 (the "Indenture"), between the County of Contra Costa (the "Issuer") and Wells Fargo Bank, National Association, as the initial Bondowner Representative (the "Bondowner Representative"), does hereby certify, represent and warrant for the benefit of the Issuer and the Bondowner Representative that:

(a) The Purchaser acknowledges that the Bonds were issued for the purpose of making a mortgage loan to assist in the financing of the acquisition and rehabilitation of 56 units of multifamily rental housing located in Antioch, California (the "Project"), as more particularly described in that certain Loan Agreement, dated as of November 1, 2018 (the "Loan Agreement") by and among the Bondowner Representative, the Issuer and Antioch Recap, L.P., a California limited partnership (the "Borrower").

(b) The Purchaser is an "Approved Institutional Buyer," an affiliate of the Bondowner Representative or other permitted transferee under Section 2.05(b) of the Indenture.

(c) The Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of tax-exempt obligations, and is capable of evaluating the merits and risks of its investment in the Bonds. The Purchaser is able to bear the economic risk of, and an entire loss of, an investment in the Bonds.

(d) The Purchaser is acquiring the Bonds solely for its own account for investment purposes, and does not presently intend to make a public distribution of, or to resell or transfer, all or any part of the Bonds, except as may be permitted by the Indenture. The Purchaser understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.

(e) The Purchaser understands that the Bonds have not been registered under the United States Securities Act of 1933, as amended, or under any state securities laws. The Purchaser agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Bonds by it, and further acknowledges

that any current exemption from registration of the Bonds does not affect or diminish such requirements.

(f) The Purchaser is familiar with the conditions, financial and otherwise, of the Borrower and understands that the Borrower has no significant assets other than the Project for payment of the Bonds. Further, the Purchaser understands that the Bonds involve a high degree of risk. Specifically, and without in any manner limiting the foregoing, the Purchaser understands and acknowledges that, among other risks, the Bonds are payable solely from the Revenues. The Purchaser has been provided an opportunity to ask questions of, and the Purchaser has received answers from, representatives of the Borrower and the Bondowner Representative regarding the terms and conditions of the Bonds. The Purchaser has obtained all information requested by it in connection with the issuance of the Bonds as it regards necessary to evaluate all merits and risks of its investment in the Bonds. The Purchaser has reviewed the documents executed in conjunction with the issuance of the Bonds, including, without limitation, the Indenture, the Loan Documents and the Regulatory Agreements.

(g) The Purchaser is not now and has never been controlled by, or under common control with, the Borrower. The Borrower has never been and is not now controlled by the Purchaser. The Purchaser has entered into no arrangements with the Borrower or with any affiliate in connection with the Bonds, other than as disclosed in writing to the Issuer.

(h) The Purchaser has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds. The individual who is signing this letter on behalf of the Purchaser is a duly appointed, qualified, and acting officer of the Purchaser and is authorized to cause the Purchaser to make the certificates, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.

(i) In entering into this transaction, the Purchaser has not relied upon any representations or opinions of the Issuer or the Bondowner Representative relating to the legal consequences or other aspects of its investment in the Bonds, nor has it looked to, nor expected, the Issuer to undertake or require any credit investigation or due diligence reviews relating to the Borrower, its financial condition or business operations, the Development, including the financing or management thereof, or any other matter pertaining to the merits or risks of the transactions contemplated by the Loan Agreement and the Indenture, or the adequacy of the funds pledged to the Bondowner Representative to secure repayment of the Bonds.

(j) The Purchaser understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the Issuer, the State of California or any political subdivision thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the faith and credit of the Issuer, the State of California or any political subdivision thereof; that no right will exist to have taxes levied by the State of California or any political subdivision thereof for the payment of principal and interest on the Bonds; and that the liability of the Issuer with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Indenture.

(k) The Purchaser has been informed that the Bonds (i) have not been and will not be registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any jurisdiction, (ii) will not be listed on any stock or other securities exchange, and (iii) will carry no rating from any rating service.

(l) The Purchaser acknowledges that it has the right to sell and transfer the Bonds, including interests in the Bonds, subject to compliance with the transfer restrictions set forth in Section 2.05 of the Indenture, including in certain circumstances the requirement for the delivery to the Issuer and the Bondowner Representative of an investor's letter in the same form as this Investor's Letter, including this paragraph. Failure to comply with the provisions of Section 2.05 of the Indenture shall cause the purported transfer to be null and void. The Purchaser agrees to indemnify and hold harmless the Issuer with respect to any claim asserted against the Issuer that arises with respect to any sale, transfer or other disposition of the Bonds by the Purchaser or any transferee thereof in violation of the provisions of the Indenture.

(m) The Purchaser agrees to indemnify and hold harmless the Bondowner Representative and the Issuer, each Supervisor, officer, director or employee of the Bondowner Representative or the Issuer, and each person who controls the Bondowner Representative or the Issuer within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended (collectively called the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses (including any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions) whatsoever arising out of (i) any sale, transfer or other disposition of the Bonds, or any interest therein, by the Purchaser in violation of the provisions hereof, or (ii) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact related to the Bonds or any omission or alleged omission of any material fact related to the Bonds made or furnished or omitted by the Purchaser, as the case may be; provided, however, that the Purchaser shall not be liable to an Indemnified Party in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in any written information furnished by such Indemnified Party. No Indemnified Parties other than the Issuer and its Supervisors, officers and employees shall be indemnified hereunder for any losses, claims, damages or liabilities resulting from the negligence of such Indemnified Parties. No Indemnified Party shall be indemnified hereunder for any losses, claims, damages or liabilities resulting from the willful misconduct of such parties.

(n) The Purchaser acknowledges that the Bonds are exempt from the requirements of Rule 15c2-12 of the Securities and Exchange Commission and that the Issuer has not undertaken to provide any continuing disclosure with respect to the Bonds.

(o) The Purchaser acknowledges that interest on a Bond is not excludable from gross income of the owner thereof for federal income tax purposes for any period during which such Bond is owned by a person who is a substantial user of the facilities financed by the Bonds or any person considered to be related to such substantial user (within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended).

The Purchaser acknowledges that the sale of the Bonds to the Purchaser is made in reliance upon the certifications, representations and warranties herein by the addressees hereto. Capitalized terms used herein and not otherwise defined herein have the meanings given such terms in the Indenture.

[PURCHASER]

By: _____
Name: _____
Title: _____

LOAN AGREEMENT

among

COUNTY OF CONTRA COSTA, CALIFORNIA

as Issuer

WELLS FARGO BANK, NATIONAL ASSOCIATION

as Bondowner Representative

and

**ANTIOCH RECAP, L.P.,
a California limited partnership**

as Borrower

Relating to

\$ _____ .00

County of Contra Costa

Multifamily Housing Revenue Bonds

(Antioch Scattered Site Renovation),

Series 2018A

Dated as of _____, 2018

The interests of the Issuer in this Loan Agreement and the Note, excluding the Reserved Rights, have been assigned to Wells Fargo Bank, National Association, as Bondowner Representative, pursuant to an Assignment of Deed of Trust and Loan Documents dated as of _____, 2018 by the Issuer for the benefit of Wells Fargo Bank, National Association, as the initial Bondowner Representative.

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "**Agreement**" or this "**Loan Agreement**") is made and entered into as of _____, 2018, by and among the COUNTY OF CONTRA COSTA, CALIFORNIA, a political subdivision and body corporate and politic, duly organized and validly existing under the laws of the State of California (in such capacity, the "**Issuer**"), WELLS FARGO BANK, NATIONAL ASSOCIATION, and its successors and assigns ("**Bondowner Representative**"), and ANTIOCH RECAP, L.P., a California limited partnership (the "**Borrower**").

WITNESSETH:

WHEREAS, the Issuer is a political subdivision and body corporate and politic, duly organized and validly existing under the laws of the State of California (the "**State**"); and

WHEREAS, pursuant to Chapter 7 of Part 5 of Division 31 (commencing with Section 52075) of the California Health and Safety Code of the State of California, as amended (collectively the "**Act**"), the Issuer is authorized and empowered to issue revenue bonds and apply the proceeds to make loans for the acquisition, rehabilitation and development of qualifying housing developments (defined in the Act to include buildings used to provide residential housing for four or more families); and

WHEREAS, Borrower has requested that Issuer issue its Multifamily Housing Revenue Bonds (Antioch Scattered Site Renovation), Series 2018A, in the original principal amount of up to \$_____ (the "**Bonds**") for the purpose of making a loan (the "**Loan**") to finance, in part, the acquisition and rehabilitation of (a) a low-income multifamily residential development located at 1945 and 1949 Cavallo Road, Antioch, California, and containing a total of twenty-four (24) units (the "**Pinecrest Apartments**"), and (b) a low-income multifamily residential development located at 104-106 W. 20th Street and 35-107 W. 20th Street, Antioch, California, and containing a total of thirty-two (32) units (the "**Terrace Glen Apartments**"); the Pinecrest Apartments and the Terrace Glen Apartments being referred to collectively herein as the "**Improvements**" or the "**Project**") located on certain real property more particularly described on Exhibit A (the "**Property**"); and the Bonds shall be issued pursuant to an Indenture of Trust dated as of _____, 2018, by and between Issuer and Bondowner Representative (the "**Indenture**"); and

WHEREAS, the Issuer deems it desirable and in keeping with its governmental purpose to issue the Bonds and lend the proceeds thereof to Borrower for the purposes described above under the terms and conditions contained in this Loan Agreement; and

WHEREAS, to evidence the Loan, Borrower is executing in favor of the Issuer, that certain Promissory Note payable to the order of Issuer in the aggregate original principal amount of \$_____ (the "**Note**"), which Note provides for the repayment of the Loan in amounts sufficient to pay, when due, the principal of, premium, if any, and interest on the Bonds. The Note will be secured by that certain Construction and Permanent Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of even date herewith (the "**Deed of Trust**"), executed by Borrower for the benefit of Issuer and recorded in the Official Records of Contra Costa County, California (the "**Official Records**"), encumbering the Project. In order to secure, among other things, the payments due under the Note and this Loan Agreement, the Deed of Trust will be assigned by Issuer to Bondowner Representative pursuant to that certain Assignment of Deed of Trust and Loan Documents, dated as of even date herewith, and recorded in the Official Records substantially concurrently with the Deed of Trust; and

WHEREAS in order to secure additional financing for the Project, Borrower has (a) obtained a loan made by the County of Contra Costa, a political subdivision and body corporate and politic (in such capacity, the "**County**"), to Borrower in the principal amount of \$_____ (the "**New HOME Loan**"), (b) assumed a loan from Pinecrest Affordable Housing L.P., a California limited partnership (the "**Pinecrest Seller**"), in the amount of \$_____ (the "**Original Pinecrest HOME Loan**"), and assumed a loan from Resources for Community Development, a California nonprofit public benefit

corporation (in such capacity, the "**Terrace Glen Seller**"), in the amount of \$_____ (the "**Original Terrace Glen HOME Loan**", and together with the New HOME Loan and the Original Pinecrest HOME Loan, the "**County Loan**"), pursuant to that certain Development Loan Agreement dated as of _____, 2018, by and between Borrower and the County (the "**County Loan Agreement**"). The New HOME Loan will be evidenced by that certain Promissory Note (New County Loan) dated as of _____, 2018, made by Borrower to the order of the County in the face principal amount of \$_____ (the "**New HOME Note**"), the Original Pinecrest HOME Loan will be evidenced by that certain Promissory Note (Restructured Pinecrest Loan) dated as of _____, 2018, made by Borrower to the order of the County in the face principal amount of \$_____ (the "**Original Pinecrest HOME Note**"), and the Original Terrace Glen HOME Loan will be evidenced by that certain Promissory Note (Restructured Terrace Glen Loan) dated as of _____, 2018, made by Borrower to the order of the County in the face principal amount of \$_____ (the "**Original Terrace Glen HOME Note**", and together with the New HOME Note and the Original Pinecrest HOME Note, the "**County Note**"). The County Loan and the County Note will be secured by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (Antioch Scattered Site Renovation) dated as of _____, 2018, made by Borrower for the benefit of the County and recorded in the Official Records substantially concurrently with the Deed of Trust (the "**County Deed of Trust**"). In connection with the execution of the County Loan, the County and Borrower will enter into (1) that certain County Regulatory Agreement and Declaration of Restrictive Covenants Antioch Scattered Site Renovation (Pinecrest Existing Loan Funds), (2) that certain HOME Regulatory Agreement and Declaration of Restrictive Covenants Antioch Scattered Site Renovation (Pinecrest New HOME Units), (3) that certain County Regulatory Agreement and Declaration of Restrictive Covenants Antioch Scattered Site Renovation (Terrace Glen Existing Loan Funds), and (4) that certain HOME Regulatory Agreement and Declaration of Restrictive Covenants Antioch Scattered Site Renovation (Terrace Glen New HOME Units), each, dated as of _____, 2018 and recorded in the Official Records substantially concurrently with the Deed of Trust (collectively, the "**County Regulatory Agreement**", together with the County Loan Agreement, the County Note and the County Deed of Trust, the "**County Loan Documents**"). The County, Borrower and Bondowner Representative will enter into that certain Subordination Agreement (County Loan) dated as of even date herewith, and recorded in the Official Records substantially concurrently with the Deed of Trust, pursuant to which the County will subordinate all of the County Loan Documents to the Loan Documents (the "**County Subordination Agreement**"); and

WHEREAS Borrower has also obtained a loan made by the City of Antioch, a municipal corporation (the "**City**"), to Borrower in the principal amount of \$_____ (the "**City Loan**"), pursuant to that certain Restructured Loan Agreement dated as of _____, 2018, by and between Borrower and the City (the "**City Loan Agreement**"). The City Loan is evidenced by that certain Promissory Note (Antioch Scattered Site Renovation) dated as of _____, 2018, made by Borrower to the order of the City in the face principal amount of \$_____ (the "**City Note**"), and secured by that certain Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing (Antioch Scattered Site Renovation) dated as of _____, 2018, executed by Borrower for the benefit of the City (the "**City Deed of Trust**"). In connection with the City Loan, the City and Borrower are entering into (a) that certain Regulatory Agreement and Declaration of Restrictive Covenants (Antioch Scattered Site Renovation Pinecrest Apartments) (the "**City Pinecrest Regulatory Agreement**"), (b) that certain Notice of Affordability Restrictions on Transfer of Property (Pinecrest) (the "**Notice of Affordability Restrictions (Pinecrest)**"), (c) that certain Regulatory Agreement and Declaration of Restrictive Covenants (Antioch Scattered Site Renovation Terrace Glen Apartments) (the "**City Terrace Glen Regulatory Agreement**", and together with the City Pinecrest Regulatory Agreement, the "**City Regulatory Agreements**"), and (d) that certain Notice of Affordability Restrictions on Transfer of Property (Terrace Glen) (the "**Notice of Affordability Restrictions (Terrace Glen)**", and together with the Notice of Affordability Restrictions (Pinecrest), the "**City Notice of Restrictions**"), each, dated as of _____, 2018 and recorded in the Official Records substantially concurrently with the Deed of Trust. The City Loan Agreement, the City Note, the City Deed of Trust, the City Regulatory Agreements and the City Notice of Restrictions are collectively referred to herein as the "**City Loan Documents**". The City, Borrower and Bondowner Representative will enter into that certain Subordination Agreement (City Loan) dated as of even date herewith, and recorded in the Official

Records substantially concurrently with the Deed of Trust, pursuant to which the City will subordinate all of the City Loan Documents to the Loan Documents (the “**City Subordination Agreement**”); and

WHEREAS, additional funds shall be contributed to the Project in the aggregate amount of ///[\$6,752,118.00]/// (the “**Capital Contributions**”) from RSEP HOLDING, LLC, a Delaware limited liability company, in its capacity as investor limited partner in Borrower (together with its permitted successors and assigns, “**Investor Limited Partner**”); and

WHEREAS, the execution and delivery of this Loan Agreement and the issuance of the Bonds have been duly and validly authorized by the Issuer.

NOW, THEREFORE, the Issuer, Borrower and the Bondowner Representative, each in consideration of the representations, covenants and agreements of the other as set forth herein, mutually represent, covenant and agree as follows:

ARTICLE 1. DEFINITIONS

1.1 DEFINED TERMS. Capitalized terms used in this Loan Agreement and not otherwise defined have the meanings set forth for those terms in Section 1.01 of the Indenture.

“Account” shall have the meaning ascribed to such term in the Disbursement Plan attached hereto as Exhibit D.

“Act” has the meaning ascribed to such term in the second recital to this Loan Agreement.

“ADA” means the Americans with Disabilities Act, 42 U.S.C. §§ 12101, et seq. as hereinafter amended or modified.

“Additional Charges” has the meaning ascribed to such term in Section 3.4 of this Loan Agreement.

“Adjusted Operating Expenses” means the Operating Expenses, adjusted by (i) any periodic or seasonal changes in Operating Expenses (including not yet incurred and re-leasing expenses) occurring outside of the Stabilization Period and (ii) the greater of (a) actual Operating Expenses; (b) an amount estimated by Bondowner Representative; or (c) an amount estimated in the appraisal, for the specific period.

“Adjusted Operating Revenues” means the Operating Revenues, adjusted by (i) adjustment to include any periodic or seasonal changes in Operating Revenues occurring outside the Stabilization Period, (ii) adjustments to Operating Revenues to exclude amounts attributable to occupancy in excess of 10% and (iii) the underwriting assumptions used by Bondowner Representative as of the date hereof. Rents used in calculating Adjusted Operating Revenues will include only actual rents collected pursuant to Acceptable Leases and may not include premiums (excess rent above typical rent for a standard unit with a standard term lease) derived from corporate units (units rented to business entities), furnished units, short term leases or similar factors.

“AHAP Contracts” shall mean, collectively, (a) that certain Section 8 Project-Based Voucher Program PBV Agreement to Enter into Housing Assistance Payment Contract with respect to the Pinecrest Apartments, providing subsidies for a total of three (3) units, and (b) that certain Section 8 Project-Based Voucher Program PBV Agreement to Enter into Housing Assistance Payment Contract with respect to the Terrace Glen Apartments, providing subsidies for a total of four (4) units, each of which shall have an initial term of twenty (20) years, with an automatic twenty (20) year renewal, and shall otherwise be in form and substance approved by Bondowner Representative.

“Anti-Corruption Laws” means: (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended; (b) the U.K. Bribery Act 2010, as amended; and (c) any other anti-bribery or anti-corruption laws,

regulations or ordinances in any jurisdiction in which Borrower or any member of the Borrowing Group is located or doing business.

“Anti-Money Laundering Laws” means applicable laws or regulations in any jurisdiction in which Borrower or any member of the Borrowing Group is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

“Application for Payment” has the meaning ascribed to such term in the Disbursement Plan attached hereto as Exhibit “D”.

“Approved Form” means the form of lease to be utilized in the leasing of the residential units as approved by the Bondowner Representative.

“Architect” means Anne Phillips Architecture or another architect approved in writing by Bondowner Representative.

“Architect’s Agreement” means that certain Standard Form of Agreement Between Owner and Architect, dated as of March 26, 2018, by and between Architect and RCD GP III, LLC, as predecessor-in-interest to Borrower, as may be amended or replaced from time to time.

“Assignment of Deed of Trust” means that certain Assignment of Deed of Trust and Loan Documents, dated as of even date herewith, by and among Issuer as Assignor and Bondowner Representative as Assignee, and consented to by Borrower.

“Bankruptcy Code” means the Bankruptcy Reform Act of 1978 (11 U.S.C. §§ 101-1330) as now or hereafter amended or recodified.

“Bond Counsel” has the meaning ascribed to such term in Section 1.01 of the Indenture.

“Bond Documents” means the Indenture, the Bonds, the Regulatory Agreements and any other documents executed in connection with the issuance of the Bonds, including as applicable, the Loan Documents.

“Bond Fund” has the meaning ascribed to such term in Section 5.02 of the Indenture.

“Bonded Work” shall have the meaning ascribed to such term in Section 10.1.

“Bondholder” has the meaning given to such term in the Indenture.

“Bondowner Representative” means Wells Fargo Bank, National Association and its successors and assigns, and as otherwise defined in Section 1.01 of the Indenture.

“Bonds” has the meaning ascribed to such term in the third recital to this Loan Agreement.

“Borrower” means Antioch Recap, L.P., a California limited partnership, and its permitted successors and assigns.

“Borrower’s Funds” means all funds of Borrower deposited with the Bondowner Representative pursuant to the terms and conditions of this Loan Agreement.

“Borrower’s Funds Account” means an account at Bondowner Representative, from which no withdrawals are permitted without Bondowner Representative’s consent, in which all deposits of funds required of Borrower pursuant to this Loan Agreement will be held.

“Borrowing Group” means: (a) Borrower; (b) any affiliate or subsidiary of Borrower; (c) any Guarantor; (d) any Indemnitor; (e) any other owner of any collateral securing all or any part of the Loan, any Guaranty, any Indemnity or this Agreement; and (f) any officer, director, agent or representative acting, at any time, in any capacity on behalf of Borrower, Guarantor, Indemnitor or any such owner with respect to the use of any proceeds of the Loan.

“Business Day” means a day of the week (but not a Saturday, Sunday or holiday) on which the offices of Bondowner Representative are open to the public for carrying on substantially all of Bondowner Representative’s business functions. Unless specifically referenced in this Loan Agreement as a Business Day, all references to “days” shall be to calendar days.

“Capital Contribution(s)” means the aggregate sum of approximately ///[\$6,752,118.00]///, which the Investor Limited Partner has committed to contribute to the capital of Borrower pursuant to the Partnership Documents and as described below:

Payment	Amount	% of Total Investment	Timing
1	\$_____00	___%	Concurrently with the issuance of the Bonds.
2	\$_____00	___%	Mandatory Conversion Date
3	\$_____00	___%	Receipt of IRS Form 8609
TOTAL	\$_____00	100.0%	Total Capital Contributions

“City” shall have the meaning ascribed thereto in the seventh recital to this Loan Agreement.

“City Deed of Trust” shall have the meaning ascribed thereto in the seventh recital to this Loan Agreement.

“City Loan” shall have the meaning ascribed thereto in the seventh recital to this Loan Agreement.

“City Loan Documents” shall have the meaning ascribed thereto in the seventh recital to this Loan Agreement.

“City Note” shall have the meaning ascribed thereto in the seventh recital to this Loan Agreement.

“City Regulatory Agreements” shall have the meaning ascribed thereto in the seventh recital to this Loan Agreement.

“City Subordination Agreement” shall have the meaning ascribed thereto in the seventh recital to this Loan Agreement.

“Civil Engineer” means _____.

“Civil Engineering Agreement” means that certain _____ dated _____ between Borrower and Civil Engineer.

“Closing Date” means _____, 2018 or the date upon which the Loan closes.

“Code” means the Internal Revenue Code of 1986, as amended and with respect to a specific section thereof, such reference shall be deemed to include (a) the regulations promulgated by the United States Department of Treasury under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Completion Date” means _____, 20__, the date by which rehabilitation of the Improvements must be completed.

“Constant Carry Test” means Net Operating Income divided by the Permanent Loan amount is equal to or greater than _____ percent (____%) on the Conversion Date and is projected to be equal to or greater than _____ percent (____%) on the _____ (____) month anniversary of the Conversion Date based on

inflationary increases (three percent (3.00% annually with respect to Operating Expenses and two percent (2.00%) annually with respect to Operating Revenue). The calculation of the Permanent Loan over the term shall take into account the anticipated amortization of the Permanent Loan based on the amortization schedule attached to the Financing Agreement.

“Construction Agreement” means that certain _____, dated as of _____, 2018, executed by and between Borrower and Contractor, for the rehabilitation of the Project, as may be amended or replaced from time to time.

“Construction Term” means the period commencing on the Effective Date and terminating on the Conversion Date.

“Contract Administrator” or “Housing Authority” means the Housing Authority of the County of Contra Costa.

“Contractor” means _____.

“Conversion” shall have the meaning ascribed to that term in Section 3.18 of this Loan Agreement.

“Conversion Conditions” shall have the meaning ascribed to that term in Section 3.18 of this Loan Agreement.

“Conversion Date” means the date on which all of the Conversion Conditions are satisfied, as determined by Bondowner Representative.

“County” shall have the meaning ascribed thereto in the sixth recital to this Loan Agreement.

“County Deed of Trust” shall have the meaning ascribed thereto in the sixth recital to this Loan Agreement.

“County Loan” shall have the meaning ascribed thereto in the sixth recital to this Loan Agreement.

“County Loan Agreement” shall have the meaning ascribed thereto in the sixth recital to this Loan Agreement.

“County Loan Documents” shall have the meaning ascribed thereto in the sixth recital to this Loan Agreement.

“County Note” shall have the meaning ascribed thereto in the sixth recital to this Loan Agreement.

“County Subordination Agreement” shall have the meaning ascribed thereto in the sixth recital to this Loan Agreement.

“Debt Service Coverage Ratio” means Net Operating Income divided by the total of all monthly payments of principal and interest on the Note (at the interest rate after the Conversion Date) plus the principal and interest payments due on all other debt requiring periodic payments irrespective of the Property’s cash flow.

“Deed of Trust” means that certain Construction and Permanent Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing on the Property, dated as of even date herewith, as from time to time supplemented or amended.

“Default” shall have the meaning ascribed to such term in Section 13.1.

“Default Rate” shall have the meaning ascribed to such term in the Note.

“Delivery Assurance Deed of Trust” shall mean that certain Delivery Assurance Multifamily Deed of Trust, Security Agreement and Fixture Filing made by Borrower, as Trustor, to Title Company, as Trustee, for the benefit of Bondowner Representative, executed as of even date herewith.

“Delivery Assurance Note” means that certain Delivery Assurance Note made by Borrower to the order of Bondowner Representative, executed as of even date herewith.

“Developer” means Resources for Community Development, a California nonprofit public benefit corporation.

“Disbursement” means the drawdown purchase of Bonds and related disbursements of the Loan as provided in Sections 4.1, 4.2 and 4.3.

“Disbursement Plan” means the Disbursement Plan set forth in Exhibit D, attached hereto and incorporated herein by reference.

“DSCR” shall mean, for any Period, the ratio of Net Income for the Property to Debt Service, using the actual Net Income and Debt Service for such Period.

“Effective Date” means the date the Deed of Trust is recorded in the office of the County Recorder of the County where the Property is located.

“Engineer” means, individually or collectively, as applicable, Civil Engineer and Soils Engineer.

“Engineering Agreement” means, individually or collectively, as applicable, the Civil Engineering Agreement and the Soils Engineering Agreement.

“Environmental Reports” shall mean the reports referred to in Section 9.1(a) and any other environmental reports or updates requested by Bondowner Representative.

“Event of Default” means Default.

“Expenses” means all operating expenses incurred for or attributable to the Property, including a monthly accrual for taxes, insurance, replacement reserves and a reasonable management fee.

“Extended Mandatory Conversion Date” means _____, 2020 ///[6 MONTHS AFTER INITIAL MANDATORY CONVERSION DATE]///.

“Financial Requirements Analysis” means the Financial Requirements Analysis attached hereto as Exhibit C, as it may be amended from time to time with the written consent of Bondowner Representative.

“General Partner” means RCD GP III LLC, a California limited liability company.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, any central bank, (or similar monetary or regulatory authority) thereof, any entity exercising executive, legislative, judicial or regulatory functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

“Gross Income” shall mean, for any Period, the sum of all stabilized residential tenant lease income from the Property actually received in such Period, all stabilized commercial tenant lease income actually received from the Property in such Period, and only such other income actually received from the Property in such Period as is reasonably and in good faith approved by Bondowner Representative.

“Gross Operating Income” shall have the meaning ascribed to such term in Section 12.5.

“Guarantor” means Resources for Community Development, a California nonprofit public benefit corporation, and any other person or entity who, or which, in any manner, is or becomes obligated to Bondowner Representative under any guaranty now or hereafter executed in connection with the Loan (collectively or severally as the context thereof may suggest or require).

“HAP Contracts” shall mean, collectively, (a) that certain Section 8 Project-Based Voucher Program PBV Housing Assistance Payment Contract with respect to the Pinecrest Apartments, providing subsidies for a total of three (3) units, and (b) that certain Section 8 Project-Based Voucher Program PBV Housing Assistance Payment Contract with respect to the Terrace Glen Apartments, providing subsidies for a total of four (4) units, each of which shall have an initial term of twenty (20) years, with an automatic twenty (20) year renewal, and shall otherwise be in form and substance approved by Bondowner Representative.

“Hazardous Materials” shall have the meaning ascribed to such term in Section 9.1(a).

“Hazardous Materials Claims” shall have the meaning ascribed to such term in Section 9.1(c).

“Hazardous Materials Laws” shall have the meaning ascribed to such term in Section 9.1(b).

“HUD” shall mean the U.S. Department of Housing and Urban Development.

“HUD Documents” shall have the meaning ascribed thereto in Section 4.1(v).

“HUD Subordination Agreement” shall mean that certain Agreement to Subordinate to Rental Assistance Demonstration Use Agreement dated as of _____, 2018, among Borrower, Issuer and Bondowner Representative, subordinating the liens and charges of the Deed of Trust, the Regulatory Agreements and the Delivery Assurance Deed of Trust to the HUD Use Agreement.

“HUD Use Agreement” shall have the meaning ascribed thereto in Section 4.1(u).

“Impositions” shall mean the meaning ascribed to such term in Section 11.23.

“Improvements” shall have the meaning ascribed to such term in the third recital to this Loan Agreement.

“Indemnitor” means Borrower, Guarantor and any other person or entity who, or which, in any manner, is or becomes obligated to Bondowner Representative under any indemnity now or hereafter executed in connection with the Loan (collectively or severally as the context thereof may suggest or require).

“Indenture” means the Indenture of Trust, dated as of _____, 2018 by and between Issuer and Bondowner Representative, as it may be amended from time to time.

“Initial Capital Contribution” shall have the meaning ascribed to such term in Section 8.2(w).

“Investor Affiliate” means entities in which Red Stone Equity Partners, LLC, a Delaware limited liability company, or any of its subsidiaries (each, an “**Investor Limited Partner Entity**”) has an ownership interest, directly or indirectly, for which any Investor Limited Partner Entity manages and controls, directly or indirectly, the management decisions of the Investor Affiliate, or that are under common control with any Investor Limited Partner Entity.

“Investor Limited Partner” shall have the meaning ascribed to such term in the tenth recital to this Loan Agreement.

“Issuer” has the meaning ascribed thereto in the preamble to this Loan Agreement.

“Licenses” shall have the meaning ascribed thereto in Section 11.27.

“LIHTC” or “Tax Credits” means the Federal Low Income Housing Tax Credits, if any, allocated for the Improvements by TCAC.

“Loan” means the principal sum that Issuer agrees to lend and Borrower agrees to borrow pursuant to the terms and conditions of this Loan Agreement, in the amount of up to _____ Million and No/100 Dollars (\$ _____ .00); and following the Conversion Date, in an amount not to exceed the Permanent Loan Amount.

“Loan Documents” means those documents, as hereafter amended, supplemented, replaced or modified, properly executed and in recordable form, if necessary, listed in Exhibit B as Loan Documents.

“Mandatory Conversion Date” means _____, 2020 ///[19 MONTH TERM]///, or shall mean the Extended Mandatory Conversion Date upon exercise of the Option to Extend.

“Maturity Date” shall have the meaning ascribed to such term in the Note.

“Maximum Interest Rate” means the lesser of twelve percent (12%) per annum and the maximum interest rate permitted by law, if any.

“Maximum Permanent Loan Amount” shall have the meaning ascribed thereto in Section 3.19.

“Net Operating Income” means the excess of the Adjusted Operating Revenues over the Adjusted Operating Expenses.

“Non-Recourse Indemnification” means that certain Non-Recourse Indemnification Agreement dated as of even date herewith, executed by Guarantor in favor of Bondowner Representative.

“Note” means the Promissory Note made by Borrower to the order of Issuer in the original principal amount of \$ _____ and endorsed by Issuer to the order of Bondowner Representative, dated as of even date with this Loan Agreement.

“Note Rate” means the interest rate applicable from time to time in accordance with the terms of the Note.

“Obligee” shall have the meaning ascribed to such term in Section 10.1.

“OFAC” means the United States Treasury Department Office of Foreign Assets Control and any successor thereto.

“One Month LIBO Rate” shall have the meaning ascribed to such term in the Note.

“Operating Expenses” shall mean for any period, all reasonable and necessary expenses of operating the Property in the ordinary course of business which are actually incurred by the Borrower (appropriately pro-rated for any expenses that, although actually incurred in a particular period, also relate to other periods) and which are directly associated with and fairly allocable to the Property for the applicable period, including, without limitation, ad valorem real estate taxes and assessments, fees and expenses of the Issuer, insurance premiums and regularly scheduled tax and insurance impounds paid with respect to the Loan (without taking any such payment or expense into account more than once), deposits to replacement reserves, maintenance costs, management fees (not including out-of-pocket cost reimbursements required under the applicable management agreement in such limitation), social services costs, accounting, legal, and other professional fees, fees relating to wages, salaries, personnel expenses, and fees, reimbursements and payments to the partners including asset management fees to

the Investment Limited Partner (unless such fees, reimbursements and payments are payable solely to the extent of available net cash flow), but excluding payments of principal and interest on the Note, capital expenditures, any of the foregoing expenses which are paid from deposits to cash reserves previously included as Operating Expenses, and any payment or expense for which the Borrower was or is to be reimbursed from proceeds of the Permanent Loan or insurance or by any third party. Operating Expenses shall not include federal, state or local income taxes, corporate overhead or fees or legal and other professional fees unrelated to the operation of the Property. Operating Expenses shall be based on the greater of actual or underwritten as reflected on Exhibit G, attached hereto and incorporated herein by this reference. For purposes of any calculations under this Loan Agreement requiring trending of Operating Expenses such expenses as determined in accordance with this definition shall be trended annually at three percent (3.00%).

“Operating Revenues” means all cash receipts of the Borrower from operation of the Property or otherwise arising in respect of the Property which are properly allocable to the Property for the applicable period, including receipts from leases and parking agreements, concession fees and charges and other miscellaneous operating revenues, proceeds from rental or business interruption insurance, withdrawals from cash reserves (except to the extent any operating expenses paid therewith are excluded from Operating Expenses), but excluding security deposits and earnest money deposits until they are forfeited by the depositor, advance rentals until they are earned, and proceeds from a sale or other disposition. Operating Revenues shall be based on the lower of actual or underwritten as reflected on Exhibit G, attached hereto and incorporated herein by this reference. For purposes of any calculations under this Loan Agreement vacancy shall be equal to the higher of actual vacancy or five percent (5.00%) and any calculations requiring trending of Operating Revenues such revenues as determined in accordance with this definition shall be trended annually at two percent (2.00%).

“Operating Reserve” shall have the meaning ascribed to such term in Section 11.47.

“Operating Statement” shall have the meaning ascribed to such term in Section 12.5.

“Option to Extend” means the option to extend the Mandatory Conversion Date pursuant to Section 3.6.

“Other Related Documents” means those documents, as hereafter amended, supplemented, replaced or modified from time to time, properly executed and in recordable form, if necessary, listed in Exhibit B as Other Related Documents.

“Participant” shall have the meaning ascribed to such term in Section 15.14.

“Partnership Agreement” shall mean that certain Amended and Restated Agreement of Limited Partnership of Antioch Recap, L.P., dated on or about _____, 2018, by and among General Partner, Investor Limited Partner, Special Limited Partner and _____, a California nonprofit public benefit corporation, as withdrawing limited partner.

“Partnership Documents” means the Partnership Agreement and all other documents now or hereafter executed by Borrower, General Partner and Investor Limited Partner, with the approval of Bondowner Representative (to the extent required pursuant to the terms of the Loan Documents), in connection with the Borrower and the investment in the Borrower by Investor Limited Partner.

“Payment and Performance Bond” shall have the meaning given such term in Section 4.1(h).

“Period” has the meaning set forth in Section 11.45.

“Permanent Loan” means, after the Conversion Date, the remaining unpaid portion of the Loan in a principal amount not to exceed the Maximum Permanent Loan Amount with the amount of such

Permanent Loan subject to reduction through the application of a Pre-Conversion Loan Equalization Payment if necessary to satisfy the Conversion Conditions.

“Permanent Loan Documents” means any amendment, modification or restatement of the Loan Documents determined by Bondowner Representative to be necessary to evidence the conversion of the Loan to the Permanent Loan. Bondowner Representative reserves the right to require such other documents, instruments and agreements reasonably necessary to document the Permanent Loan.

“Permitted Encumbrances” means the HUD Use Agreement, the Regulatory Agreements, the County Regulatory Agreements, the County Deed of Trust, the City Regulatory Agreements, the City Deed of Trust, and those other title exceptions previously approved by Bondowner Representative.

“Permitted Operating Expenses” shall have the meaning ascribed to such term in Section 12.5.

“Permitted Prior Encumbrances” means those title exceptions previously approved by Bondowner Representative to be prior to the lien of the Deed of Trust, including, without limitation, the HUD Use Agreement and the Regulatory Agreements.

“Permitted Transfer” means a transfer by Investor Limited Partner of its limited partnership interest in Borrower to an Investor Affiliate; provided, however, that all of the following conditions shall be satisfied: (i) the transferee assumes and agrees to be bound by and perform all of the obligations of the transferor under the Partnership Documents; (ii) Investor Limited Partner has delivered to Bondowner Representative complete and accurate copies of all documentation evidencing such transfer; (iii) if any Capital Contributions remain unpaid at the time of such transfer, the Investor Limited Partner remains liable to Borrower for payment of such Capital Contributions; and (iv) with respect to a transfer by any limited partner of Investor Limited Partner of any of its limited partnership interests in Investor Limited Partner, the Investor Limited Partner remains managed or controlled by an Investor Affiliate. Additionally, Investor Limited Partner’s pledge of its limited partnership interests as security for its obligations to make the Capital Contributions pursuant to the terms of the Partnership Documents shall be deemed to be a Permitted Transfer.

“Permitted Transferee” shall mean an eligible transferee of a Permitted Transfer.

“Person” or “person” means: any (a) individual, (b) any corporation, partnership, company, trust or other legal entity or (c) any other organization, whether or not a legal entity. With respect to any Sanctioned Person, “Person” also includes any group, sector, territory or country.

“Plans and Specifications” means the plans and specifications prepared by Architect heretofore delivered by Borrower to Bondowner Representative with respect to the Project.

“Pre-Conversion Loan Equalization Payment” means a principal payment by the Borrower made on or before the Mandatory Conversion Date in order to reduce the principal balance of the Loan to the amount required to satisfy the Conversion Conditions.

“Project” shall have the meaning ascribed to such term in the third recital to this Loan Agreement.

“Project Costs” mean any and all costs incurred by Borrower with respect to the acquisition and rehabilitation of the Project including, without limitation, costs for the acquisition of property, the removal or demolition of existing structures, the rehabilitation of housing and related facilities and improvements, and all other work in connection therewith, and all costs of financing, including, without limitation, the cost of consultants, accounting and legal services, other expenses necessary or incident to determining the feasibility of the Project, administrative and other expenses necessary or incident to the Project and the financing thereof (including reimbursement to any municipality, county or entity for expenditures made for the Project) and all other costs approved by Bond Counsel to the extent such costs are paid from the proceeds of the Loan disbursed from the Bond Fund.

“Property” means the real property described on Exhibit A.

“Property Manager” means John Stewart Company, a California corporation.

“Property Management Agreement” means that certain Antioch Recap Scattered Site Management Agreement, dated as of August 17, 2018, by and between the Borrower and the Property Manager.

“Qualified Project Costs” shall have the meaning given to the term “Qualified Project Costs” in Section 1 of the Regulatory Agreements.

“RAD HAP Contract” shall have the meaning ascribed thereto in Section 4.1(u).

“Regulatory Agreements” means, collectively, (a) that certain Regulatory Agreement and Declaration of Restrictive Covenants with respect to the Pinecrest Apartments, and (b) that certain Regulatory Agreement and Declaration of Restrictive Covenants with respect to the Terrace Glen Apartments, each, dated as of _____, 2018, and executed by and between Issuer and Borrower, as originally executed, or as it may from time to time be supplemented, modified or amended.

“Regulatory Costs” shall have the meaning ascribed to such term in the Note.

“Related Person” means each Guarantor and any insider or affiliate (or insider or affiliate of any such insider or affiliate) of Borrower, determined by assuming that: (a) Borrower or such Guarantor or other affiliate or insider was a debtor at the time of determination of Related Person status; and (b) the terms “insider” and “debtor” have the meanings provided for those terms by Section 101 of the Federal Bankruptcy Code.

“Replacement Reserve Account” shall mean the account established with Bondowner Representative (or with another depository approved by Bondowner Representative), in the name of Borrower, as pledgor, for the benefit of Bondowner Representative as pledgee, in accordance with the Replacement Reserve Agreement for the replacement of major capital improvements of the Property including, but not limited to, heating, ventilation, air conditioning, re-plumbing, roofing and sprinkler systems, but not for routine maintenance costs.

“Replacement Reserve Agreement” means that certain Replacement Reserve Agreement, dated as of even date herewith, by and between Borrower and Bondowner Representative.

“Requirements” has the meaning ascribed thereto in Section 5.15(a).

“Reservation Letter” shall have the meaning ascribed to such term in Section 8.2(u).

“Reserve Percentage” shall have the meaning ascribed to such term in the Note.

“Restrictions” means all existing restrictions and regulatory agreements and all future restrictions and regulatory agreements relating to the use and operation of the Property and the Improvements.

“Revenues” has the meaning given to such term in Section 1.01 of the Indenture.

“Sanction” or “Sanctions” means individually and collectively, respectively, any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and anti-terrorism laws, including but not limited to those imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by the OFAC, the U.S. State Department, the U.S. Department of Commerce, or through any existing or future Executive Order, (b) the United Nations Security Council, (c) the European Union, (d) the United Kingdom, or (e) any other governmental authorities with jurisdiction over any Person within the Borrowing Group.

“Sanctioned Country” means any country or territory that is a target of Sanctions.

“Sanctioned Person” means any Person that is a target of Sanctions, including without limitation, a Person that is: (a) listed on OFAC’s Specially Designated Nationals and Blocked Persons List; (b) listed on OFAC’s Consolidated Non-Specially Designated Nationals List; (c) a legal entity that is deemed by OFAC to be a Sanctions target based on the ownership of such legal entity by Sanctioned Person(s); or (d) a Person that is a Sanctions target pursuant to any territorial or country-based Sanctions program.

“Sanctions” means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and anti-terrorism laws, including, but not limited to, those imposed, administered or enforced from time to time by: (a) the United States of America; including those administered by OFAC, the U.S. State Department, the U.S. Department of Commerce, or through any existing or future Executive Order; (b) the United Nations Security Council; (c) the European Union; (d) the United Kingdom; or (e) any other governmental authorities.

“Secured Obligations” shall have the meaning ascribed to such term in the Deed of Trust.

“Set Aside Letter” shall have the meaning ascribed to such term in Section 10.1.

“Special Limited Partner” means Red Stone Equity Manager, LLC, a Delaware limited liability company.

“Stabilization Period” means the three (3) consecutive, full calendar months immediately preceding the Conversion Date.

“State” shall mean the State of California.

“Subdivision Map” shall have the meaning ascribed to such term in Section 11.11.

“Subordinate Lender(s)” means the County, the City, and any other subordinate lender now or hereafter approved by Bondowner Representative.

“Subordinate Loan(s)” means the County Loan, the City Loan and any other subordinate loan now or hereafter approved by Bondowner Representative.

“Subordinate Loan Document(s)” means, singularly or collectively, as the context may require, the County Loan Documents, the City Loan Documents and any other subordinate loan documents now or hereafter approved by Bondowner Representative.

“Subordination Agreement(s)” shall mean, singularly or collectively, as the context may require, the County Subordination Agreement, the City Subordination Agreement and any other subordination agreement now or hereafter approved by Bondowner Representative.

“Surety” shall have the meaning ascribed to such term in Section 10.1.

“Swap Agreement” means a “swap agreement” as defined in Section 101 of the Bankruptcy Code, entered into by Borrower and Bondowner Representative (or with another financial institution which is reasonably acceptable to Bondowner Representative), together with all modifications, extensions, renewals and replacements thereof.

“Tax Certificate” means the Certificate as to Arbitrage executed by the Issuer and the Borrower, dated as of the Closing Date.

“Taxes” shall have the meaning ascribed to such term in the Note.

“TCAC” means the California Tax Credit Allocation Committee.

“TCAC Subordination Agreement” means that certain Subordination and Intercreditor Agreement dated as of even date herewith, by and between TCAC and Bondowner Representative.

“Title Insurer” means First American Title Insurance Company.

“Title Policy” means the Lender’s Policy (or Policies) of Title Insurance as issued by the Title Insurer with respect to the Deed of Trust.

“Unrestricted Cash or Cash Equivalents” means cash, depository accounts or short term investments in money market funds or investments in U.S. government securities or securities guaranteed by the U.S. government, none of which shall be subject to any pledge, security interest or restriction on use or disbursement.

1.2 EXHIBITS INCORPORATED. Exhibits A, B, C, D, E and F all attached hereto, are hereby incorporated into this Loan Agreement.

ARTICLE 2. ISSUANCE OF BONDS; PAYMENT OF ISSUANCE COSTS

2.1 ISSUANCE OF BONDS. Upon execution of this Loan Agreement, the other Loan Documents, the Indenture and the Regulatory Agreements, and the occurrence of all conditions precedent to the issuance of the Bonds in such documents, or as soon thereafter as practicable, the Issuer will execute the Bonds and deliver the Bonds to Bondowner Representative, or to its order upon payment of the initial purchase price thereof and filing with the Bondowner Representative of the opinion of Bond Counsel as to the legality of the Bonds and the furnishing of all other documents required to be furnished before such delivery. The proceeds of the Bonds will be deposited and disbursed in accordance with the Indenture and this Loan Agreement.

2.2 NO WARRANTY BY ISSUER. BORROWER AGREES THAT THE ISSUER HAS NOT MADE AN INSPECTION OF THE PROPERTY, THE PROJECT OR OF ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND THE ISSUER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY BORROWER. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE PROPERTY, THE PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, THE ISSUER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION 2.2 HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE ISSUER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, THE PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT. IN ADDITION, BORROWER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT IT UNDERSTANDS THE NATURE AND STRUCTURE OF THE PROJECT; THAT IT IS FAMILIAR WITH THE PROVISIONS OF ALL OF THE DOCUMENTS AND INSTRUMENTS RELATING TO THE FINANCING OF THE PROPERTY AND THE PROJECT TO WHICH IT OR THE ISSUER IS A PARTY OR OF WHICH IT IS A BENEFICIARY; THAT IT UNDERSTANDS THE RISKS INHERENT IN SUCH TRANSACTIONS, INCLUDING WITHOUT LIMITATION THE RISK OF LOSS OF THE PROJECT; AND THAT IT HAS NOT RELIED ON THE ISSUER FOR ANY GUIDANCE OR EXPERTISE IN ANALYZING THE FINANCIAL OR OTHER CONSEQUENCES OF SUCH FINANCING TRANSACTIONS OR OTHERWISE RELIED ON THE ISSUER IN ANY MANNER EXCEPT TO ISSUE THE BONDS IN ORDER TO PROVIDE FUNDS FOR THE LOAN.

2.3 PAYMENT OF COSTS OF ISSUANCE BY BORROWER. Borrower agrees that it will provide any and all funds required for the prompt and full payment of all costs of issuance of the Bonds not otherwise paid from proceeds of the Bonds, including, but not limited to, the following items:

- (a) all legal (including Bond Counsel and counsel to Borrower, Issuer and Bondowner Representative), abstractors', title insurance, financial, engineering, environmental, construction services, survey, appraisal and accounting fees and expenses, administrative fees, printing and engraving costs and other expenses incurred and to be incurred by Borrower, Issuer and Bondowner Representative in connection with issuance of the Bonds;
- (b) premiums on all insurance required to be secured and maintained during the term of this Loan Agreement;
- (c) all recording fees and other taxes, charges, assessments, license or registration fees of every nature whatsoever incurred and to be incurred in connection with this financing (other than a tax on the income of Issuer or Bondowner Representative);
- (d) all initial fees and expenses of the Bondowner Representative and the Issuer (including, without limitation, the Issuer's initial fee referred to in Section 4A(d) of each Regulatory Agreement);
- (e) the fees payable to Bondowner Representative pursuant to Section 3.12;
- (f) fees payable to the California Debt Limit Allocation Committee and the California Tax Credit Allocation Committee with respect to the Bonds and the financing of the Project; and
- (g) other reasonable costs of issuance.

ARTICLE 3. THE LOAN

3.1 THE LOAN. The Issuer agrees, upon the terms and conditions herein specified, to lend to Borrower the proceeds of the Bonds, by causing such proceeds to be deposited with the Bondowner Representative in installments corresponding to the successive "draw-down" purchases of the Bonds by the Bondowner Representative. The proceeds of the Bonds shall be disbursed as provided herein and in the Indenture. The obligation of Borrower to repay the Loan shall be evidenced by the Note. Contemporaneously with the issuance of the Bonds, the Issuer will endorse the Note without recourse to the order of the Bondowner Representative, as the assignee of the Issuer. Borrower will repay the Loan in accordance with the provisions of the Note and this Loan Agreement.

3.2 LOAN DISBURSEMENTS. The proceeds of the Bonds shall be disbursed by the Bondowner Representative only in accordance with a written requisition of Borrower approved in writing by the Bondowner Representative, which approval shall be granted by the Bondowner Representative upon satisfaction or waiver by the Bondowner Representative of the conditions set forth in Article 4 of this Loan Agreement.

3.3 LOAN REPAYMENT AND PAYMENT OF OTHER AMOUNTS. Borrower hereby acknowledges its indebtedness to the Issuer and covenants to repay the Loan, and to pay interest on the amount of the Loan outstanding from time to time in accordance with the following:

- (a) At any time prior to the Conversion Date, but subject to any limitation set forth in the Note and the payment of any applicable prepayment fee, prepayment premium or rate lock breakage fee under the Note or the Delivery Assurance Note, Borrower may, at its option, prepay principal on the Note, in whole or in part, in order to effect a redemption of Bonds pursuant to Section 4.01(a) of the Indenture by paying to Bondowner Representative an amount equal to the principal amount of the Bonds to be redeemed, together with all accrued and unpaid interest

through the date of redemption of Bonds on the portion of principal prepaid; provided, however, that such prepayment shall not reduce the principal amount of the Note below the Maximum Permanent Loan Amount without the prior consent of Bondowner Representative. Borrower shall give Bondowner Representative not less than fifteen (15) days' advance written notice of its intention to make a prepayment pursuant to this Section 3.3(a).

(b) Following the occurrence of a Default under this Loan Agreement and demand by Bondowner Representative for redemption of all of the Bonds pursuant to Section 4.01(b) of the Indenture, Borrower shall immediately pay to Bondowner Representative the full amount of outstanding principal of the Note, together with all accrued and unpaid interest thereon through the date of redemption of Bonds, plus any applicable prepayment fee, prepayment premium or rate lock breakage fee under the Note or the Delivery Assurance Note.

(c) For so long as any portion of the principal of the Loan is outstanding, on or before the first Business Day of each month prior to the Conversion Date, Borrower shall pay to Bondowner Representative an amount equal to the interest accrued on the Loan during the previous month at the applicable Note Rate (as defined in the Note), which shall be determined as provided in the Note.

(d) Following the Conversion Date and for so long as any principal of the Loan is outstanding, Borrower shall pay, on or before the first Business Day of each month, to Bondowner Representative (i) an amount equal to the Level Payment Amount (as defined in the Note) determined in accordance with Section 3(b) of the Note, and (ii) any deposit due in the Replacement Reserve Account under the Replacement Reserve Agreement, the Operating Deficit Reserve pursuant to Section 11.47 of this Loan Agreement or the Tax and Insurance Impound pursuant to Section 11.31 of this Loan Agreement.

(e) In the event of damage to or destruction or condemnation of the Project or any part thereof, Borrower shall pay to Bondowner Representative, for redemption of Bonds pursuant to Section 4.01(a) of the Indenture, such portion of the Loan as is required to be paid pursuant to Section 5.6 of the Deed of Trust, plus accrued and unpaid interest through the date of redemption of the Bonds, without premium.

(f) Borrower agrees to pay, at the same time as the monthly payments pursuant to Section 3.3(c) above, upon an Event of Default whether or not such event has thereafter been cured, one-twelfth (1/12th) of the amount budgeted by Borrower for annual premiums for insurance required to be maintained pursuant to this Loan Agreement and for real estate taxes or other charges for governmental service for the current year (except for utility charges) which shall be disbursed by the Bondowner Representative from time to time.

(g) Borrower agrees to make such other payments to Bondowner Representative, in the amounts and at the times necessary to enable the Bondowner Representative, on behalf of the Issuer, to pay all amounts payable with respect to the Bonds when due, whether as principal of, premium, or interest on, or otherwise, and whether at maturity or by redemption (including mandatory sinking fund redemption) or acceleration or otherwise.

(h) Borrower also agrees to pay, (i) all taxes and assessments of any type or character charged to the Issuer or to the Bondowner Representative affecting the amount available to the Issuer or the Bondowner Representative from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Bondowner Representative and taxes based upon or measured by the net income of the Bondowner Representative; provided, however, that the Borrower shall have the right to protest any such taxes or assessments and to require the Issuer or the Bondowner Representative, at the Borrower's expense, to protest and contest any such taxes or

assessments levied upon them and that the Borrower shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Issuer or the Bondowner Representative; (ii) all reasonable fees, charges and expenses of the Bondowner Representative for services rendered under the Indenture, as and when the same become due and payable; (iii) the annual fee of the Issuer, payable as set forth in Section 4A(d) of each Regulatory Agreement, and the reasonable fees and expenses of the Issuer or any agents, attorneys, accountants, consultants selected by the Issuer to act on its behalf in connection with this Loan Agreement, the Regulatory Agreements, the Loan Documents, the Bonds or the Indenture, including, without limitation, any and all reasonable expenses incurred in connection with the authorization, issuance, sale and delivery of the Bonds or in connection with any litigation which may at any time be instituted involving this Loan Agreement, the Regulatory Agreements, the other Loan Documents, the Bonds or the Indenture or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the administration of the foregoing; and (iv) these obligations and those in Section 11.38 shall remain valid and in effect notwithstanding repayment of the loan hereunder or termination of this Loan Agreement or the Indenture.

(i) Borrower agrees: (i) to pay to each of the Bondowner Representative and the Issuer from time to time reasonable compensation for all services rendered by it (including the reasonable compensation, expenses and disbursements of its agents and counsel) under the Indenture and any other agreements relating to the Bonds to which the Bondowner Representative or the Issuer is a party (collectively, "**Ordinary Fees and Expenses**"); (ii) except as otherwise expressly provided in the Indenture, this Loan Agreement or such other agreements related to the Bonds or the Project, to reimburse the Bondowner Representative and the Issuer upon its request for all reasonable expenses, disbursements and advances (including reasonable counsel fees) incurred or made by the Bondowner Representative or the Issuer (provided that neither the Bondowner Representative nor the Issuer shall be required to make advances) in accordance with any provision of the Indenture or other agreements to which the Bondowner Representative or the Issuer is a party (including, but not limited to, the reasonable compensation and the expenses and disbursements of its agents and counsel and the cost of printing Bonds), except any such expense, disbursement or advance (provided that the Bondowner Representative or the Issuer shall not be required to make advances) as may be attributable to its gross negligence or willful misconduct in the case of the Bondowner Representative, or its willful misconduct in the case of the Issuer, (iii) to pay to an arbitrage consultant reasonable compensation for all services rendered by it, and (iv) to pay to the federal government any rebatable arbitrage required to be paid to the federal government.

3.4 ADDITIONAL CHARGES. Borrower agrees to pay each and all of the following (collectively, the "**Additional Charges**"):

(a) upon the occurrence of a default under the Indenture or a Default under this Loan Agreement, and upon expiration of all notice and cure periods, to or upon the order of the Issuer or the Bondowner Representative, when due, all reasonable fees of the Issuer or the Bondowner Representative for services rendered under the Indenture and any other amounts due under Section 11.2 hereof which are not included in Ordinary Fees and Expenses, and all reasonable fees and charges of any registrars, legal counsel, accountants, engineers, public agencies and others incurred in the performance, on request of the Issuer, of services required under the Indenture or this Loan Agreement for which such persons are entitled to payment or reimbursement, provided that Borrower may, upon notice to the Issuer and without creating a Default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than Ordinary Fees and Expenses, but the Issuer's final decision shall control;

(b) (i) all indemnity payments required to be made under this Loan Agreement and the Regulatory Agreements (such indemnity payments being due to the Issuer or Indemnified Party upon written demand therefor and accruing interest at the Default Rate 60 days after notice of demand therefor); (ii) all reasonable expenses (including reasonable legal fees and expenses) incurred by the Issuer in exercising its rights under this Loan Agreement following a Default; and (iii) all other reasonable expenses incurred by the Issuer in relation to the Project or the Bonds which are not otherwise required to be paid by Borrower under the terms of this Loan Agreement or any separate fee agreement, including costs incurred as a result of a request by Borrower; and

(c) interest, at the Default Rate, on all payments not made by Borrower under Section 3.3, this Section 3.4 and Section 3.8 when due, to the parties entitled thereto.

3.5 MATURITY DATE. The Maturity Date of the Loan shall be as set forth in the Note. On the Maturity Date, all sums due and owing under this Loan Agreement, the other Loan Documents and the Bond Documents shall be repaid in full; provided, however, that if the Conversion does not occur on or before the Mandatory Conversion Date, then all sums due and owing under this Loan Agreement, the other Loan Documents and the Bond Documents shall be repaid in full on the Mandatory Conversion Date.

3.6 OPTION TO EXTEND. Borrower shall have the option to extend the Mandatory Conversion Date from _____, 2020 (for the purposes of this section, the “**Original Mandatory Conversion Date**”) to the Extended Mandatory Conversion Date, upon satisfaction of the following conditions precedent:

(a) Borrower shall provide Bondowner Representative with written notice of Borrower’s request to exercise the Option to Extend not more than ninety (90) days but not less than thirty (30) days prior to the Original Mandatory Conversion Date; and

(b) As of the date of Borrower’s delivery of notice of request to exercise the Option to Extend, and as of the Original Mandatory Conversion Date, no Default shall have occurred, and no event or condition which, with the giving of notice or the passage of time or both, would constitute a Default shall have occurred and be continuing, and Borrower shall so certify in writing.

(c) Borrower shall execute or cause the execution of all documents reasonably required by Bondowner Representative to exercise the Option to Extend and shall deliver to Bondowner Representative, at Borrower’s sole cost and expense, such title insurance endorsements reasonably required by Bondowner Representative;

(d) There shall have occurred no material adverse change, as determined by Bondowner Representative in its sole discretion, in the financial condition of Borrower, General Partner, or any Guarantor from that which existed as of the later of: (i) the Effective Date; or (ii) the date upon which the financial condition of such party was first represented to Bondowner Representative;

(e) Bondowner Representative shall have received evidence satisfactory to Bondowner Representative that the Subordinate Loans and all Subordinate Loan Documents are in full force and effect and there is no event or condition which, with the giving of notice or the passage of time or both, would constitute a material default by any party to any such document, or if there is any such event or condition, the same shall be fully disclosed to Bondowner Representative and Bondowner Representative shall have approved of the extension of the Original Mandatory Conversion Date despite the same, such approval to be granted or withheld in Bondowner Representative’s sole discretion;

(f) Bondowner Representative shall have received evidence satisfactory to Bondowner Representative that the HUD Documents and the AHAP Contract are in full force and effect and there is no event or condition which, with the giving of notice or the passage of time or both, would constitute a material default by any party to any such document;

(g) Borrower shall have provided evidence satisfactory to Bondowner Representative of Borrower's continued compliance with TCAC achievement dates, including Borrower's ability to meet the TCAC placed-in-service date;

(h) Bondowner Representative shall have received evidence satisfactory to Bondowner Representative that, as of the Original Mandatory Conversion Date, no default has occurred under any of the Partnership Documents, and the Investor Limited Partner's obligations to make capital contributions thereunder are unamended (other than amendments consented to in writing by Bondowner Representative) and in full force and effect, and the Investor Limited Partner has made the Initial Capital Contribution;

(i) The rehabilitation of the Project shall be one hundred percent (100%) complete and lien free, as evidenced by Bondowner Representative's receipt of a mechanic's lien free endorsement to the Title Policy, a recorded notice of completion for each of the scattered sites, a certificate of occupancy and any other licenses, consents or permits from Governmental Authorities that are necessary to permit lawful residential occupancy of all of the units in the Project and a true copy thereof delivered to Bondowner Representative;

(j) Borrower shall have extended to a date not earlier than thirty (30) days after the Extended Mandatory Conversion Date any date by which Conversion and the closing of the Permanent Loan shall have occurred under the Partnership Documents, and Bondowner Representative shall have received evidence satisfactory to Bondowner Representative that such commitments are in full force and effect and no defaults have occurred thereunder;

(k) Borrower shall have delivered to Bondowner Representative written evidence satisfactory to Bondowner Representative showing that (i) not less than ninety percent (90%) of the Units within the Project have been leased to third party residential tenants under residential leases complying with this Loan Agreement and the Bond Documents, and (ii) not less than ninety percent (90%) of the Units within the Project have been occupied by third party residential tenants under residential leases complying with this Loan Agreement and the Bond Documents;

(l) The balance in the interest reserve as of the Original Mandatory Conversion Date, as may be supplemented by Borrower, shall be sufficient to pay interest on the Loan until the Extended Mandatory Conversion Date, as determined by Bondowner Representative;

(m) (i) Bondowner Representative's commitment to make the Permanent Loan shall be in full force and effect and the rate lock agreement shall have been extended to a date that is not earlier than the Extended Mandatory Conversion Date; and

(n) Borrower shall have delivered evidence satisfactory to Bondowner Representative that the Borrower will be able to satisfy all Conversion Conditions on or before the Extended Mandatory Conversion Date.

Upon extension of the Mandatory Conversion Date to the Extended Mandatory Conversion Date pursuant to this Section 3.6, the date upon which the required pay down of the Note to reduce the Note to the Permanent Loan Amount must occur shall be extended to the date of the Extended Mandatory Conversion Date, and the maturity date of the Note shall be unaffected. Except as modified by the exercise of this Option to Extend, the terms and conditions of this Loan Agreement and the other Loan Documents as modified and approved by Bondowner Representative shall remain unmodified and in full force and effect.

3.7 INTENTIONALLY OMITTED.

3.8 INTEREST RATE. Interest shall accrue on the outstanding principal of the Loan as provided in Section 2 of the Note, and shall be payable as provided in Section 3 of the Note.

3.9 BORROWER'S OBLIGATIONS UNCONDITIONAL. The obligations of Borrower to perform and observe the other agreements on its part contained herein shall be absolute and unconditional and payment of the Loan and Additional Charges and all other payments required of Borrower hereunder or under the Note shall be paid without notice or demand and without set off, counterclaim, or defense for any reason and without abatement or deduction or defense. Borrower will not suspend or discontinue any such payments, will perform and observe all of its other agreements in this Loan Agreement and will not terminate this Loan Agreement for any cause, including, but not limited, to any acts or circumstances that may constitute failure of consideration, destruction or damage to the Project or Borrower's business, the taking of the Project or Borrower's business by condemnation or otherwise, the lawful prohibition of Borrower's use of the Project or Borrower's business, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Loan Agreement, the lack of right, power or authority of the Issuer to enter into this Loan Agreement, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Issuer or the Bondowner Representative, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State or any political subdivision thereof, or failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the payment of the Loan and other amounts payable by Borrower hereunder or under the Note shall be paid in full when due without any delay or diminution whatever.

3.10 ASSIGNMENT OF ISSUER'S RIGHTS. Pursuant to the Indenture, the Issuer has assigned the Revenues and has assigned, without recourse or liability, to the Bondowner Representative, certain of the Issuer's rights under this Loan Agreement and the Note pursuant to Section 5.01 of the Indenture, including the right to receive certain payments hereunder, and hereby directs Borrower to make payments referred to in Sections 3.3(a), (b), (c), (d) and (f), 3.5, 3.6(c) and 3.7(c) hereof and under the Note directly to the Bondowner Representative. Borrower assents to such assignment and will make such payments under this Loan Agreement directly to the Bondowner Representative without defense or set off by reason of any dispute between Borrower, the Issuer, the Bondholders or the Bondowner Representative.

3.11 ADDITIONAL SECURITY INTEREST. To secure payment and performance of all obligations of Borrower hereunder and under the other Loan Documents, Borrower hereby grants and assigns to Bondowner Representative a security interest in all of Borrower's right, title and interest, now or hereafter acquired, to the payment of money from Bondowner Representative to Borrower under any Swap Agreement.

3.12 LOAN FEES. Borrower shall pay to Bondowner Representative, at Loan closing, a loan fee in an amount equal to _____ and No/100 Dollars (\$_____.00) ///[GREATER OF (A) \$54,440 AND (B) 0.50% OF LOAN AMOUNT]///, and to Bondowner Representative, on the closing date, a permanent loan commitment fee in an amount equal to _____ and No/100 Dollars (\$_____.00) ///[1% of THE MAXIMUM PERMANENT LOAN AMOUNT]///.

Bondowner Representative shall earn the fees described in this Section 3.12 when paid by Borrower, and such fees shall be nonrefundable.

3.13 LOAN DOCUMENTS. Borrower shall deliver to Bondowner Representative concurrently with this Loan Agreement each of the documents, properly executed and in recordable form,

as applicable, described in Exhibit B as Loan Documents, together with those documents described in Exhibit B as Other Related Documents.

3.14 EFFECTIVE DATE. The date of the Loan Documents is for reference purposes only. The Effective Date of delivery and transfer to Bondowner Representative of the security under the Loan Documents and of Borrower's and Bondowner Representative's obligations under the Loan Documents shall be the date the Deed of Trust is recorded in the office of the County Recorder of the county where the Property is located.

3.15 CREDIT FOR PRINCIPAL PAYMENTS. Any payment made upon the outstanding principal balance of the Loan shall be credited as of the Business Day received, provided such payment is received by Bondowner Representative no later than 11:00 a.m. (Pacific Standard Time or Pacific Daylight Time, as applicable) and constitutes immediately available funds. Any principal payment received after said time or which does not constitute immediately available funds shall be credited upon such funds having become unconditionally and immediately available to Bondowner Representative.

3.16 FULL REPAYMENT AND RECONVEYANCE. Upon receipt of all sums owing and outstanding under the Loan Documents and the full performance of all other obligations secured by the Deed of Trust, Bondowner Representative shall issue a full reconveyance of the Property and Improvements from the lien of the Deed of Trust; provided, however, that all of the following conditions shall be satisfied at the time of, and with respect to, such reconveyance: (a) Bondowner Representative shall have received all escrow, closing and recording costs, the costs of preparing and delivering such reconveyance and any sums then due and payable under the Loan Documents; and (b) Bondowner Representative shall have received a written release satisfactory to Bondowner Representative of any set aside letter, letter of credit or other form of undertaking which Bondowner Representative has issued to any surety, governmental agency or any other party in connection with the Loan and/or the Property and Improvements. Any repayment shall be without prejudice to Borrower's obligations under any Swap Agreement between Borrower and Bondowner Representative, which shall remain in full force and effect subject to the terms of such Swap Agreement (including provisions that may require a reduction, modification or early termination of a swap transaction, in whole or in part, in the event of such repayment, and may require Borrower to pay any fees or other amounts for such reduction, modification or early termination), and no such fees or amounts shall be deemed a penalty hereunder or otherwise.

3.17 ISSUER FEE. The annual fee to be paid to the Issuer pursuant to Section 4A(d) and 20 of the Regulatory Agreement shall be impounded monthly in an amount equal to 1/12th of such annual fees (and, with respect to the first such payment, such other fraction as necessary to fully fund the first payment due following the Closing Date), commencing on the first day of the month following the Closing Date, and amounts so impounded shall be remitted to the Issuer on the date the annual fee is due to it under Section 4A(d) of the Regulatory Agreement.

3.18 CONVERSION. At any time during the Construction Term, Borrower shall have the option to convert the Loan to the Permanent Loan, subject to the completion of all of the following requirements (collectively, the "**Conversion Conditions**") to the satisfaction of Bondowner Representative and its counsel, in their sole discretion, prior to the Mandatory Conversion Date (as may be extended pursuant to Section 3.6):

(a) Bondowner Representative receives a written request for conversion of the Loan from Borrower at least sixty (60) days prior to the proposed Conversion Date; and

(b) Bondowner Representative shall have received a Pre-Conversion Loan Equalization Payment to pay the Loan down to the Maximum Permanent Loan Amount, together with any additional Pre-Conversion Loan Equalization Payment(s) necessary to satisfy the requirements of subsection 3.18(m) and/or subsection 3.18(p), below; and

(c) As of the proposed Conversion Date, there exists no Default under this Loan Agreement and no event which, with the passing of time or the giving of notice, or both, would constitute an Default; and

(d) Borrower delivers to Bondowner Representative a certificate certifying that: (i) there exists no Default under this Loan Agreement and no event or condition which, with the passing of time or the giving of notice, or both, would constitute an Default; (ii) there has occurred no material adverse change in the business prospects, financial condition or results of operations of Borrower or any Guarantor since the Effective Date; (iii) all of the Loan Documents are in full force and effect; and (iv) all of the representations and warranties set forth therein are true and correct; and

(e) Borrower shall provide Bondowner Representative with written evidence that the Investor Limited Partner has made, or will make on or before the Conversion Date, all of its scheduled Capital Contributions that are due as of the proposed Conversion Date and that at least ninety percent (90%) of the total Capital Contributions to be made by Investor Limited Partner have been made by the Conversion Date; and

(f) Receipt and approval by Bondowner Representative of an as-built ALTA survey of the Property and Improvements, dated within ninety (90) days of the Conversion Date; and

(g) Receipt and approval by Bondowner Representative of an endorsement to the existing lender's title insurance policy dated as of the Conversion Date and containing no title exceptions other than encumbrances approved in writing by Bondowner Representative; and

(h) Receipt and approval by Bondowner Representative of the results of then-current UCC, judgment and tax liens searches performed at the appropriate state and local levels with respect to Borrower (and each general partner of Borrower if Borrower is a limited partnership); and

(i) Receipt and approval by Bondowner Representative of complete copies of any changes or modifications to the organizational documents of Borrower, each managing member of Borrower and any other principal of Borrower since the date hereof, along with updated legal existence certificates and, if applicable, good standing certificates and certificates of authority to transact business in the jurisdiction in which the Property is located; and

(j) Receipt by Bondowner Representative of evidence that all insurance coverages required by the Loan Documents are in full force and effect; and

(k) Completion of rehabilitation shall have occurred (i) in a good and workmanlike manner and substantially in accordance with the Plans and Specifications, and (ii) in compliance with all applicable requirements of all governmental authorities having jurisdiction over the Property, including, without limitation, all applicable laws, building codes, zoning requirements, subdivision requirements, fire and safety laws, as evidenced by a certificate of the Architect stating that such completion has occurred; and

(l) Receipt and approval by Bondowner Representative of the final inspection report from the Architect; and

(m) Borrower's delivery of evidence in the form of certified operating statement for the Property, that, (i) for the Stabilization Period, the Property has maintained a Debt Service Coverage Ratio of at least 1.15:1.00, which shall be determined by Bondowner Representative in its sole but reasonable discretion and (ii) the Property has a projected Debt Service Coverage Ratio of the greater of (x) 1.15 to 1.00 in the first stabilized year and (y) such Debt Service Coverage Ratio necessary in the first stabilized year to achieve at least a 1.10 to 1.00 Debt

Service Coverage Ratio through the Maturity Date, which shall be determined by Bondowner Representative in its sole but reasonable discretion, and based on inflationary increases as determined by Bondowner Representative; and

(n) Borrower's delivery of evidence in the form of certified rent rolls for the Property that, for the Stabilization Period, at least ninety percent (90%) of the units in the Improvements shall have been leased to, and occupied by, third party tenants under executed Leases at rents that are not less than pro forma rents; and

(o) Bondowner Representative's receipt of evidence that the Borrower has satisfied the Constant Carry Test which shall be determined by Bondowner Representative in its sole but reasonable discretion; and

(p) If applicable, receipt by Bondowner Representative of a subordination agreement for any subordinate financing on the Property permitted by Bondowner Representative; and

(q) Receipt by Bondowner Representative of any amendment or modification of the Loan Documents required by Bondowner Representative to evidence the Conversion; and

(r) Borrower shall establish the Replacement Reserve Account in accordance with the terms of the Replacement Reserve Agreement. Borrower shall make monthly deposits to the Replacement Reserve Account as required pursuant to the terms of the Replacement Reserve Agreement. All amounts deposited into the Replacement Reserve Account and all earnings thereon are referred to collectively as the "**Replacement Reserve Funds**". Borrower assigns to Bondowner Representative all of Borrower's interest in the Replacement Reserve Account and the Replacement Reserve Funds as additional security for all of the Borrower's obligations under the Loan Documents; and

(s) Borrower shall deposit the Operating Reserve with Bondowner Representative required under Section 11.47 of this Loan Agreement; and

(t) Borrower shall deliver to Bondowner Representative fully executed copies of the RAD HAP Contract and the HAP Contracts; and

(u) Borrower shall deliver to Bondowner Representative, an annual budget for the Property for the year in which the proposed Conversion Date occurs; provided that if the proposed Conversion Date occurs in the last ninety (90) days of the Borrower's fiscal year, then Borrower shall also deliver an annual budget for the Property for the following fiscal year; and

(v) Borrower shall deliver to Bondowner Representative evidence acceptable to Bondowner Representative of the types and amounts of insurance on the Project and in accordance with Article 7 of this Loan Agreement. Borrower shall also deliver to Bondowner Representative the current real estate tax statement showing that the taxes for the Property are based on a fully assessed, completed, operating and stabilized property as improved and that the Property has been granted the Property Tax Exemption. Borrower shall provide to Bondowner Representative evidence, in a format acceptable to Bondowner Representative, that all real estate taxes then due and payable and current insurance premiums have been paid in full when due; and

(w) Borrower shall have paid to Bondowner Representative a conversion fee in an amount equal to \$5,000; and

(x) Receipt by Bondowner Representative of such additional or confirmatory documents as Bondowner Representative may reasonably require.

3.19 PERMANENT FINANCING. Subject to satisfaction of the terms and conditions set forth in Section 3.18 hereof, the Loan shall convert to the Permanent Loan in an amount equal to \$_____.00 ("**Maximum Permanent Loan Amount**"), subject to reduction in order to satisfy the Conversion Conditions.

ARTICLE 4. DISBURSEMENT OF LOAN FUNDS

4.1 CONDITIONS PRECEDENT TO INITIAL DISBURSEMENTS OF PROCEEDS OF THE BONDS. Bondowner Representative's obligation to consent to the initial disbursement of the proceeds of the Bonds held by Bondowner Representative in the Bond Fund in an amount not to exceed \$50,001 shall be subject at all times to satisfaction of each of the following conditions precedent:

(a) Delivery of Documents. The documents listed on Exhibit B, (including without limitation all Loan Documents and all Other Related Documents) shall have been delivered to Bondowner Representative in form and substance satisfactory to Bondowner Representative, duly executed (and, if required by Bondowner Representative, acknowledged) by all of the appropriate parties.

(b) Recorded Documents. The following documents shall have been duly recorded, in the order indicated below, in the Official Records of the County:

- (i) the HUD Use Agreement;
- (ii) the Regulatory Agreements;
- (iii) the Deed of Trust;
- (iv) the Assignment of Deed of Trust;
- (v) the County Regulatory Agreements;
- (vi) the City Regulatory Agreements;
- (vii) the County Deed of Trust;
- (viii) the City Deed of Trust;
- (ix) the City Notice of Affordability Restrictions (Pinecrest);
- (x) the City Notice of Affordability Restrictions (Terrace Glen);
- (xi) the Delivery Assurance Deed of Trust;
- (xii) the HUD Subordination Agreement;
- (xiii) the County Subordination Agreement;
- (xiv) the City Subordination Agreement;
- (xv) the TCAC Subordination Agreement; and
- (xvi) the Payment and Performance Bond.

(c) Financing Statements. The Financing Statements described in Exhibit B, items 1.5 and 1.6 shall have been filed with the California Secretary of State, and Bondowner

Representative shall have received and approved the results of a UCC search conducted and certified by the California Secretary of State.

(d) Title Insurance. Borrower shall (at its own expense) have obtained a commitment from the Title Insurer in form and content satisfactory to Bondowner Representative for delivery to the Bondowner Representative of a mortgagee's policy of title insurance (the "**Title Policy**") which complies with the following requirements: (x) the Title Policy shall be issued with respect to the Property, shall show the Deed of Trust as the insured mortgage, shall name the Bondowner Representative as insured, shall be dated as of the date of recording of the Deed of Trust, shall be in an amount not less than the original principal amount of the Bonds, and shall be in form and substance reasonably satisfactory to the Bondowner Representative; (y) when originally issued, the Title Policy shall be in form ALTA LP-10 (in 2006 form or other form acceptable to Bondowner Representative) and shall contain such endorsements (2006 forms where applicable and available) as Bondowner Representative may require, including without limitation, ///[ALTA 1 Street Assessments; ALTA 3.2 Zoning (Land Under Development); ALTA 6 Variable Rate; ALTA 8.2 Environmental; ALTA 9.6 Private Rights; ALTA 9.7 Restrictions, Encroachments, Minerals; ALTA 17 Access and abut; ALTA 17.2 Utility Access; ALTA 18.1 Multiple Tax Parcels; ALTA 19 Contiguity, ALTA 22 Location; ALTA 25 Survey; ALTA 26 Subdivision; ALTA 28 Easement; ALTA 39 Policy Authentication; CLTA 100.19 CCR Violation; CLTA 100.20 CCR Violation; CLTA 103.11 Access and Abut; CLTA 103.5 Water Rights; CLTA 104.7 Assignment of Rents or Leases; CLTA 112.1 Bondholder; Deletion of Arbitration provisions (paragraph 13 of Conditions); Special: Electronic signatures on policy/endorsements; and a commitment to issue such further endorsements as Bondowner Representative may require, including without limitation, ALTA Form Endorsement 28 (with respect to any easements), CLTA 101.2 or CLTA 101.6 Mechanics' liens/Notice of completion, CLTA 102.5 Foundation without encroachment, CLTA Form Endorsement 129 (single tax parcel), ALTA Form Endorsement 3.1 (with parking; improved land), ALTA Form Endorsement 22 (address) and CLTA 122 Datedown for draw in such number and at such times as may be required by Bondowner Representative;]/// and (z) the Title Policy shall include a commitment by the Title Company to rewrite the Title Policy into a full ALTA Loan Policy (in 2006 form or other form acceptable to Bondowner Representative), containing all the endorsements listed above and any such additional endorsements as Bondowner Representative may reasonably require upon completion of rehabilitation of the Project. The Title Policy shall insure:

- (i) that the Borrower possesses a fee simple interest in the Property;
- (ii) that the Deed of Trust is a valid first lien upon the Property, subject only to Permitted Prior Encumbrances;
- (iii) that the following standard exceptions be waived and insured: (1) facts which would be disclosed by a comprehensive survey of the Property, (2) mechanic's, contractors' or materialmen's liens and lien claims, and (3) all other exceptions noted in Schedule B, Section I of the Title Policy.

(e) Confirmation of Insurance. Bondowner Representative shall have received and approved in form and substance satisfactory to Bondowner Representative all insurance policies, certificates, and any other evidence of insurance coverage that Borrower is required to obtain and maintain pursuant to Article 7 of this Loan Agreement.

(f) Opinion Letter. Bondowner Representative and Issuer shall have received (i) an original Bond Counsel approving and tax opinion for the Bonds, in form and content satisfactory to Bondowner Representative and Issuer, addressed to the Bondowner Representative and Issuer, and (ii) an opinion of Borrower's Counsel addressed to Bondowner Representative and Issuer, in form and content satisfactory to Bondowner Representative and Issuer, which opinion shall state that Bondowner Representative's successors and assigns as holder of the Note are permitted to rely on the opinion.

(g) Delivery of Contracts; Approval of Reports. Bondowner Representative shall have received and approved in form and substance satisfactory to Bondowner Representative:

- (i) an environmental questionnaire and environmental site assessment with respect to the presence, if any, of Hazardous Materials on the Property;
- (ii) two sets of the Plans and Specifications, certified as complete by the Architect, together with evidence of all necessary or appropriate approvals of all applicable Governmental Authorities;
- (iii) copies of any initial study, negative declaration, mitigated negative declaration, environmental impact report, notice of determination or notice of exemption prepared, adopted, certified or filed by or with any Governmental Authority in connection with the Property and Project; and
- (iv) copies of all documents, agreements, instruments, policies and other materials relating to the Project requested by Bondowner Representative, including without limitation, appraisals; all design, architect's, engineering, brokerage and construction contracts; and surveys, in each case set forth in such detail as Bondowner Representative may require.

(h) Payment and Performance Bond as to Construction Agreement. Prior to any disbursement of proceeds of the Loan, Borrower shall have delivered a payment and performance bond (the "**Payment and Performance Bond**") with respect to the Construction Agreement in such forms and amounts as required by Bondowner Representative.

(i) Reservation Letter. Bondowner Representative shall have received a photocopy of the Reservation Letter from TCAC.

(j) Utilities. Bondowner Representative shall have received evidence satisfactory to Bondowner Representative that all utility services, including, without limitation, gas, water, sewage, electrical and telephone, necessary for the development and occupancy of the Property and Project are available at or within the boundaries of the Property, or Borrower has taken all steps necessary to assure that all such services will be available upon completion of the Project.

(k) Payment of Loan Fees. Borrower shall have paid to Bondowner Representative, in good funds, all fees owing pursuant to Section 3.12 and all costs of issuance of the Bonds.

(l) Sufficiency of Funds. Bondowner Representative shall have received evidence satisfactory to Bondowner Representative that there will be sufficient funds available to Borrower to complete the Project and cover all costs as shown on the Disbursement Budget attached hereto, whether from the proceeds of the Loan, Subordinate Loans, Capital Contributions or from another source or other sources acceptable to Bondowner Representative.

(m) Admission of Investor Limited Partner. Bondowner Representative shall have received and approved in form and content reasonably satisfactory to Bondowner Representative the fully executed Partnership Agreement. The Partnership Agreement shall have been amended in a manner reasonably satisfactory to Bondowner Representative to admit Investor Limited Partner as a limited partner of Borrower and Bondowner Representative shall have received a first priority security interest in (i) the general partnership interest of the General Partner in Borrower; and (ii) Borrower and General Partner's interests in the housing tax credits awarded to Borrower, all in form and substance reasonably acceptable to Bondowner Representative. The Partnership Documents shall obligate the Investor Limited Partner to make cash Capital Contributions in at least the amounts and at the times set forth in Section 1.1 above, subject to and in accordance with the terms and conditions of the Borrower's Partnership Documents (which

may include additional conditions precedent in addition to those set above and provide for adjustment of the amount of capital contributions due).

(n) Initial Capital Contribution. Borrower has delivered to Bondowner Representative simultaneously with the first disbursement of Bond proceeds, written evidence satisfactory to Bondowner Representative of the disbursement of the Initial Capital Contribution from the Investor Limited Partner in accordance with the Partnership Documents (which may occur contemporaneously with the first disbursement of Bond proceeds). Any unused portion of the Initial Capital Contribution shall be utilized as Borrower's Funds pursuant to the terms and conditions of the Loan Documents, shall be deposited into Borrower's Funds Account with Bondowner Representative and shall be disbursed by Bondowner Representative to pay Project Costs pursuant to the terms and conditions outlined in the Loan Documents.

(o) Delivery of Permits. Bondowner Representative shall have received and approved in form and content satisfactory to Bondowner Representative evidence of satisfaction of any and all conditions precedent to issuance (other than payment of a fee) of all building permits and similar permits, licenses, approvals, development agreements and other authorizations of Governmental Authorities required in connection with the rehabilitation and development of the Property and Project including, but not limited to, all authorizations, (including building permits, annexation agreements, development agreements, subdivision approvals, sewer and water permits, vault permits, encroachment permits, driveway access and curb cut authorizations) and zoning and land use entitlements, and all other approvals, consents, permits and licenses issued or to be issued by any Governmental Authority which are (a) required for the development, construction and rehabilitation of the Project in accordance with the Plans and Specifications and in accordance with all applicable laws, ordinances and regulations and (b) capable of being issued through the date of the requested Disbursement, and all of the same shall remain in full force and effect.

(p) ///[Environmental Site Assessment. Bondowner Representative shall have received and approved in form and substance satisfactory to Bondowner Representative: (i) an environmental questionnaire and environmental site assessment with respect to the presence, if any, of Hazardous Materials on the Property and Improvements; (ii) two sets of the Plans and Specifications, certified as complete by the Architect, together with evidence of all necessary or appropriate approvals of governmental agencies; (iii) copies of all agreements which are material to completion of the Improvements; (iv) copies of all building permits (or if not available, copies of "Will Issue" letters executed by the City of Antioch or other applicable Governmental Authorities or other evidence reasonably satisfactory to Bondowner Representative that all required building permits will be issued upon only the payment of necessary fees) and similar permits, licenses, approvals, development agreements and other authorizations of governmental agencies required in connection with the development of the Property and Improvements; and (v) copies of any initial study, negative declaration, mitigated negative declaration, environmental impact report, notice of determination or notice of exemption prepared, adopted, certified or filed by or with any governmental agency in connection with the Property and Improvements.]//

(q) City Loan. Borrower shall have obtained and received one hundred percent (100%) of the proceeds of the City Loan, all of which shall have been disbursed to pay Project Costs shown on the Disbursement Budget, and Borrower shall have delivered evidence satisfactory to Bondowner Representative thereof.

(r) Approval of Contractor and Construction Agreement. Bondowner Representative shall have approved: (i) the selection of Contractor as the general contractor for the Project; and (ii) the Construction Agreement, in form and substance, along with a cost and plan review and development budget for the Project prepared in accordance with the Construction Agreement. Bondowner Representative shall have received a financial analysis of Contractor satisfactory to Bondowner Representative in form and substance.

(s) Construction. Bondowner Representative shall have received a draft of the notice to proceed, evidence of all necessary or appropriate approvals of all applicable governmental authorities in connection with the Plans and Specifications, and all building permits and similar permits, licenses, approvals, development agreements and other authorizations of governmental authorities required in connection with the construction and development of the Property and Project including, but not limited to, all authorizations (including building permits, annexation agreements, development agreements, subdivision approvals, sewer and water permits, vault permits, encroachment permits, driveway access and curb cut authorizations) and zoning and land use entitlements, and all other approvals, consents, permits and licenses issued or to be issued by any governmental authority which are (a) required for the development, construction of the Project in accordance with the Plans and Specifications and in accordance with all applicable laws, ordinances and regulations and (b) capable of being issued through the date of the requested Disbursement, and all of the same shall remain in full force and effect.

(t) RETECHS Review. Bondowner Representative shall have received a report from Bondowner Representative's RETECHS department ("**RETECHS**") certifying that (i) RETECHS has found no issues with the Property requiring that additional action be taken with respect to the Property prior to Issuer's receipt of the Property as collateral for the Loan and assignment thereof to Bondowner Representative, and (ii) the Project can be completed in accordance with the Plans and Specifications and the Construction Agreement by the Completion Date. In addition, RETECHS shall have received and approved (1) an abatement plan with respect to the asbestos and lead based paint (collectively, "**Regulated Building Materials**") located on the Property, and (2) an estimated budget and schedule for performing the abatement work with respect to the Regulated Building Materials.

(u) Borrower's Funds Account. Borrower shall have deposited into the Borrower's Funds Account an amount equal to \$205,000.00 (the "**Existing Reserves**"), which shall be held in the Borrower's Funds Account until Conversion, at which time, Bondowner Representative shall apply one hundred percent (100%) of the Existing Reserves to repay of a portion of the Loan.

(v) HUD Documents. Borrower shall have delivered to Bondowner Representative, each in form and substance approved by Bondowner Representative, in its sole and absolute discretion:

- (i) That certain _____ Agreement (for RAD conversions from Public Housing) (the "**RAD Agreement**"), pursuant to which Borrower, Contract Administrator and HUD agree to enter into a Section 8 Housing Assistance Payments Contracts, including the Rider(s) attached thereto, providing for Section 8 Housing Assistance Payments for at least nine (9) units at the Pinecrest Apartments and at least twelve (12) units at the Terrace Glen Apartments (collectively, "**RAD HAP Contract**");
- (ii) Rental Assistance Demonstration Use Agreement between HUD and Borrower ("**HUD Use Agreement**"); and
- (iii) A RAD Conversion Commitment among Borrower, the Housing Authority of the County of Contra Costa and HUD, relating to the Property ("**RCC**"); and together with the RAD Agreement, the RAD HAP Contract and HUD Use Agreement, the "**HUD Documents**").

(w) AHAP Contract. (i) Borrower shall have delivered to Bondowner Representative a fully executed copies of the AHAP Contracts, and (ii) Borrower shall have granted a collateral assignment of the AHAP Contracts to Bondowner Representative pursuant to that certain Assignment of Housing Assistance Payment Contract and Housing Assistance Payments dated

as of even date herewith executed by Borrower in favor of Bondowner Representative (“**Assignment of AHAP**”) and Contract Administrator shall have consented to such Assignment of HAP in a form approved by Bondowner Representative in its sole discretion (“**Consent to Assignment of AHAP**”).

4.2 CONDITION PRECEDENT TO ANY POST-CLOSING DISBURSEMENT. Bondowner Representative’s obligation to make “drawdown” purchases of Bonds and corresponding disbursements of the Loan, after the first purchase and disbursement in the amount set forth in Section 4.1 above, shall be subject to satisfaction (or waiver by Bondowner Representative, in its sole discretion) of the following conditions precedent:

(a) No Default. There shall exist no Default, as defined in this Loan Agreement, or Default as defined in any of the other Loan Documents or in the Other Related Documents, or event, omission or failure of condition which would constitute a Default after notice or lapse of time, or both.

(b) Loan “in balance.” Any undisbursed Loan funds and all sums, if any, to be provided by Borrower as shown in Exhibit C, shall be at all times equal to or greater than the amount which Bondowner Representative from time to time determines necessary to: (i) pay, through completion, all costs of development, construction, rehabilitation, marketing and sale or leasing of the Property and Improvements in accordance with the Loan Documents; (ii) pay all sums which may accrue under the Loan Documents prior to Conversion; and (iii) enable Borrower to perform and satisfy all of the covenants of Borrower contained in the Loan Documents effective prior to Conversion. If Bondowner Representative determines at any time that the undisbursed Loan funds are insufficient for said purposes, Borrower shall deposit the amount of such deficiency in the Borrower’s Funds Account within fifteen (15) days of Bondowner Representative’s written demand.

(c) City Loan. Borrower shall have obtained and received one hundred percent (100%) of the proceeds of the City Loan, all of which shall have been disbursed to pay Project Costs shown on the Disbursement Budget, and delivered evidence satisfactory to Bondowner Representative thereof.

(d) County Loan. Borrower shall have obtained and received one hundred percent (100%) of the proceeds of the County Loan, less retention in the amount of \$20,000, all of which shall have been disbursed to pay Project Costs shown on the Disbursement Budget, and delivered evidence satisfactory to Bondowner Representative thereof.

4.3 CONDITIONS PRECEDENT TO ANY DISBURSEMENT. Bondowner Representative’s obligation to make any “drawdown” purchase of Bonds and corresponding Disbursement of the Loan (including the first Disbursement and the final Disbursement) shall be subject to the satisfaction (or waiver by Bondowner Representative, in its sole discretion) of the following conditions precedent:

(a) Application for Payment. Bondowner Representative shall have received and approved an Application for Payment (as defined in the Disbursement Plan) executed by Borrower stating the amount of the Disbursement then requested and meeting the requirements of the Disbursement Plan attached hereto as Exhibit D, and all other documents, instruments, agreements, certificates, lien waivers and other items required thereunder.

(b) Disbursement Plan Conditions. All of the conditions precedent to the requested Disbursement set forth in the Disbursement Plan attached hereto as Exhibit D shall have been satisfied.

(c) Compliance with Financial Requirements Analysis; Borrower's Funds. Borrower shall be in compliance with its obligations under Section 4.6 and 4.7 of this Loan Agreement. To the extent that Borrower is obligated to deposit Borrower's Funds into the Borrower's Funds Account pursuant to those Sections, such Borrower's Funds shall have been fully disbursed as a condition to any obligation of Bondowner Representative to make further disbursement of proceeds of the Loan.

(d) Bondowner Representative Inspections. Bondowner Representative shall have determined, based upon such inspections and examinations of the progress of rehabilitation of the Project as Bondowner Representative shall elect in its sole judgment to conduct from time to time, that rehabilitation of the Project is proceeding in substantial conformity with the Plans and Specifications, as modified by change orders with respect to which Borrower has complied with Section 5.5. Borrower shall have paid all of the costs and expenses reasonably incurred by Bondowner Representative in any such inspection and examination.

(e) Government Inspections. If Bondowner Representative shall so require, any portion of the Project completed through the date of the requested Disbursement which requires inspection or certification by municipal or other governmental authorities shall have been inspected and certified as complete and all other necessary approvals shall have been duly issued and Bondowner Representative shall have received true and correct copies of all such inspections, certificates and approvals or Bondowner Representative shall have received other evidence, in form and content reasonably satisfactory to Bondowner Representative, that the Project has been rehabilitated in such a manner as to be in compliance with any such inspections, certificates and approvals.

(f) Title Endorsements. Bondowner Representative shall have received such endorsements and binders to the Title Policy as Bondowner Representative may require (including without limitation endorsements confirming the continuing priority of the Deed of Trust with respect to such Disbursement, and endorsements confirming that no encroachments exist on the Property or adjoining property). Without limitation upon the generality of the foregoing, Bondowner Representative shall not be required to consent to any Disbursement after the foundations of any of the buildings that form part of the Project have been installed, or at any time for any item other than foundation and pre-foundation items, unless and until the Bondowner Representative has been furnished, at the sole cost of Borrower, such endorsements to the Title Policy as Bondowner Representative may require, guaranteeing in effect that the foundations of such buildings have been located and constructed within the boundary lines of the Property and that the foundations do not encroach onto any easements in violation of the terms of any recorded documents related to such easements. Bondowner Representative shall be furnished, at no cost to it, such surveys and certificates as may be required by the title insurance company in connection with the issuance of such endorsement.

(g) Mechanics' Liens; Stop Notices. No mechanic's lien shall have been recorded against the Property and no stop notice shall have been served upon Borrower, Issuer or Bondowner Representative (unless there has been issued a surety bond, or such other collateral as is satisfactory to Bondowner Representative, adequate to release the Project from the lien thereof in accordance with this section), and Bondowner Representative shall have no reasonable cause to believe that the requested Disbursement will be junior in priority of lien to any mechanics' or material suppliers' lien or to any intervening or other lien upon the Property; if a claim of lien is recorded which affects the Property or Project or a bonded stop notice is served upon Borrower, Issuer or Bondowner Representative, Borrower shall fully comply with Section 5.8.

(h) Compliance With Bond and Loan Documents. Borrower shall have complied with all of the terms and conditions imposed by the Indenture and this Loan Agreement in connection with such Disbursement and Bondowner Representative shall have received a certificate to that effect signed by Borrower.

(i) No Default: Compliance with Bond Documents. There shall exist no Default, as defined in this Loan Agreement, or Event of Default as defined in any of the other Bond Documents and Loan Documents or in the other Related Documents (subject to all applicable notice and cure periods), or event requiring mandatory redemption of the Bonds or event which, with the giving of notice or the passage of time, or both, could be any Default or event requiring mandatory redemption of the Bonds, and Borrower shall have performed all of its obligations under this Loan Agreement and complied with all of the terms and conditions imposed by the Indenture and this Loan Agreement in connection with such Disbursement and, if Bondowner Representative shall so require, Bondowner Representative shall have received a certificate to that effect signed by Borrower.

(j) Representations and Warranties. All representations and warranties contained in this Loan Agreement shall be true and correct as of the date of the Disbursement, and Bondowner Representative shall have received a certificate restating each of such representations and warranties as true and correct as of the date of the Disbursement.

(k) Full Force and Effect. Each of the Bond Documents and Loan Documents shall remain in full force and effect, binding upon all parties thereto.

(l) Workmanship. All work performed to date in rehabilitation of the Project shall have been accomplished in a good workmanlike manner and in accordance with the Plans and Specifications.

(m) ///[Asbestos and Lead-Based Paint. No later than the commencement of the rehabilitation of the Improvements at the Property, Borrower shall deliver to Bondowner Representative a report, acceptable to Bondowner Representative in form and substance, containing the results of asbestos and lead-based paint testing with regard to the disposition of contaminated materials in connection with the demolition of the previously existing structures on the Property.]///

(n) Rehabilitation. Bondowner Representative shall have received a copy of evidence of all necessary or appropriate approvals of all applicable governmental authorities in connection with the Plans and Specifications, and all building permits and similar permits, licenses, approvals, development agreements and other authorizations of governmental authorities required in connection with the rehabilitation and development of the Property and Project including, but not limited to, all authorizations, (including building permits, annexation agreements, development agreements, subdivision approvals, sewer and water permits, vault permits, encroachment permits, driveway access and curb cut authorizations) and zoning and land use entitlements, and all other approvals, consents, permits and licenses issued or to be issued by any governmental authority which are (a) required for the development and rehabilitation of the Project in accordance with the Plans and Specifications and in accordance with all applicable laws, ordinances and regulations and (b) capable of being issued through the date of the requested Disbursement, and all of the same shall remain in full force and effect.

4.4 ACCOUNT, PLEDGE AND ASSIGNMENT, AND DISBURSEMENT AUTHORIZATION. The proceeds of the Bonds and Borrower's Funds, when qualified for disbursement, shall be disbursed to or for the benefit or account of Borrower under the terms of this Loan Agreement; provided, however, that any direct disbursements from the proceeds of the Bonds which are made by means of wire transfer, shall be subject to the provisions of Section 4.8 below. Disbursements hereunder may be made by Bondowner Representative upon the written request of Daniel Sawislak, Peter Poon, Carolyn _____ or Jessica _____, who have each been authorized by Borrower to request such disbursements, until such time as written notice of Borrower's revocation of such authority is received by Bondowner Representative at the address shown in Exhibit D. As additional security for Borrower's performance under the Loan Documents, Borrower hereby irrevocably pledges and assigns to Bondowner Representative all monies at any time deposited in the Account.

4.5 BORROWER'S FUNDS ACCOUNT, PLEDGE AND ASSIGNMENT. Except as otherwise provided in this Loan Agreement, all of the Borrower's Funds which are deposited with Bondowner Representative by Borrower as shown in Exhibit C, or any other provision of the Loan Documents, shall be placed in the Borrower's Funds Account with, and controlled by, Bondowner Representative for disbursement under this Loan Agreement. All Borrower's Funds shall be disbursed prior to any proceeds of the Bonds funds being disbursed. As additional security for Borrower's performance under the Loan Documents, Borrower hereby irrevocably pledges and assigns to Bondowner Representative, and grants a security interest to Bondowner Representative in and to, all monies at any time deposited in the Borrower's Funds Account.

4.6 FINANCIAL REQUIREMENTS ANALYSIS. Borrower shall apply proceeds of the Loan in accordance with the Financial Requirements Analysis attached hereto as Exhibit C. Promptly and in any event within ten (10) days after Borrower's discovery that the Financial Requirements Analysis does not accurately project the costs which have been and will be incurred in connection with development of the Project in accordance with the Plans and Specifications, Borrower shall notify Bondowner Representative of the discrepancy and shall submit to Bondowner Representative a revised budget of costs of development of the Project.

4.7 BALANCING. Borrower agrees to keep the Financial Requirements Analysis "in balance" at all times prior to the Conversion Date. The Financial Requirements Analysis is not "in balance" if any undisbursed principal of the Loan together with all sums, if any, to be provided by Borrower, any undisbursed portion of the Initial Capital Contribution and any undisbursed Subordinate Loan proceeds, as shown in Exhibit C, are not at all times equal to or greater than the amount which Bondowner Representative from time to time reasonably determines necessary to: (i) complete each line item category as contained on Exhibit C; (ii) pay, through completion, all costs of development, rehabilitation, construction, operation and leasing of the Project in accordance with the Loan Documents; (iii) pay all sums which may become payable under the Loan Documents and Other Related Documents; and (iv) enable Borrower to perform and satisfy all of the covenants of Borrower contained in the Loan Documents. If Bondowner Representative reasonably determines at any time that the Financial Requirements Analysis is not "in balance", Borrower shall provide the amount of such deficiency to Bondowner Representative for deposit into Borrower's Funds Account.

4.8 FUNDS TRANSFER DISBURSEMENTS. Borrower hereby authorizes Bondowner Representative to disburse the proceeds of any Loan(s) made by Bondowner Representative or its affiliate pursuant to the Loan Documents as requested by an authorized representative of the Borrower to any of the accounts designated in Exhibit F. Borrower agrees to be bound by any transfer request: (i) authorized or transmitted by Borrower; or, (ii) made in Borrower's name and accepted by Bondowner Representative in good faith and in compliance with these transfer instructions, even if not properly authorized by Borrower. Borrower further agrees and acknowledges that Bondowner Representative may rely solely on any bank routing number or identifying bank account number or name provided by Borrower to effect a wire or funds transfer even if the information provided by Borrower identifies a different bank or account holder than named by Borrower. Bondowner Representative is not obligated or required in any way to take any actions to detect errors in information provided by Borrower. If Bondowner Representative takes any actions in an attempt to detect errors in the transmission or content of transfer or requests or takes any actions in an attempt to detect unauthorized funds transfer requests, Borrower agrees that no matter how many times Bondowner Representative takes these actions Bondowner Representative will not in any situation be liable for failing to take or correctly perform these actions in the future and such actions shall not become any part of the transfer disbursement procedures authorized under this provision, the Loan Documents, or any agreement between Bondowner Representative and Borrower. Borrower agrees to notify Bondowner Representative of any errors in the transfer of any funds or of any unauthorized or improperly authorized transfer requests within fourteen (14) days after Bondowner Representative's confirmation to Borrower of such transfer.

Bondowner Representative will, in its sole discretion, determine the funds transfer system and the means by which each transfer will be made. Bondowner Representative may delay or refuse to accept a funds transfer request if the transfer would: (i) violate the terms of this authorization; (ii) require use of a bank

unacceptable to Bondowner Representative or prohibited by government authority; (iii) cause Bondowner Representative to violate any Federal Reserve or other regulatory risk control program or guideline; or (iv) otherwise cause Bondowner Representative to violate any applicable law or regulation.

Bondowner Representative shall not be liable to Borrower or any other parties for (i) errors, acts or failures to act of others, including other entities, banks, communications carriers or clearinghouses, through which Borrower's transfers may be made or information received or transmitted, and no such entity shall be deemed an agent of the Bondowner Representative; (ii) any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government, labor disputes, failures in communications networks, legal constraints or other events beyond Bondowner Representative's control; or (iii) any special, consequential, indirect or punitive damages, whether or not (a) any claim for these damages is based on tort or contract or (b) Bondowner Representative or Borrower knew or should have known the likelihood of these damages in any situation. Bondowner Representative makes no representations or warranties other than those expressly made in this Loan Agreement.

4.9 LOAN DISBURSEMENTS. Subject to the conditions set forth in Sections 4.1, 4.2 and 4.3, the proceeds of the Bonds and Borrower's Funds shall be disbursed in accordance with the terms and conditions of Exhibit D. Disbursements made after the deposit of Borrower's Funds shall be made first from the Borrower's Funds Account until depleted, unless needed to qualify for the "50% bond test." Disbursements of proceeds of the Bonds and Borrower's Funds shall be made, upon satisfaction or waiver of the conditions set forth in Sections 4.1, 4.2 and 4.3, into the Account. All disbursements shall be held by Borrower in trust and applied by Borrower solely for the purposes for which the funds have been disbursed. Bondowner Representative has no obligation to monitor or determine Borrower's use or application of the disbursements.

4.10 CONDITIONS TO THE OBLIGATIONS OF THE ISSUER. The obligations of the Issuer to issue and deliver the Bonds on the Closing Date shall be subject, at the option of the Issuer, to the performance by the Bondowner Representative and the Borrower of their respective obligations to be performed hereunder and under the Indenture at or prior to the Closing Date and to the following additional conditions:

- (a) Each of the Indenture, this Loan Agreement, the Note, the Tax Certificate and the Regulatory Agreements shall have been executed by the parties thereto;
- (b) No order, decree, injunction, ruling or regulation of any court, regulatory agency public board or body shall have been issued, nor shall any legislation have been enacted, with the purpose or effect, directly or indirectly of prohibiting the offering, sale or issuance of the Bonds as contemplated in the Indenture herein; and
- (c) The conditions precedent set forth in Section 3.01 of the Indenture and in Sections 4.1 and 4.3 hereof shall have been satisfied.

ARTICLE 5. REHABILITATION

5.1 COMMENCEMENT AND COMPLETION OF REHABILITATION. Borrower shall commence rehabilitation of the Improvements without delay after the Effective Date, and shall complete rehabilitation of the Improvements on or before the Completion Date, and shall obtain and deliver to Bondowner Representative a copy of a certificate of occupancy issued by the appropriate governmental authorities for the Improvements at each site of the Project.

5.2 FORCE MAJEURE. The time within which rehabilitation of the Improvements must be completed shall be extended for a period of time equal to the period of any delay directly affecting rehabilitation which is caused by fire, earthquake or other acts of God, strike, lockout, acts of public enemy, riot, insurrection, or governmental regulation of the sale or transportation of materials, supplies or

labor; provided, however, that Borrower shall furnish Bondowner Representative with written notice satisfactory to Bondowner Representative evidencing any such delay within ten (10) days from the occurrence of any such delay. In no event shall the time for completion of the Improvements be extended beyond the earlier of the Mandatory Conversion Date or more than sixty (60) days beyond the Completion Date without the prior written consent of Bondowner Representative.

5.3 CONSTRUCTION AGREEMENT. Borrower and Contractor have entered into the Construction Agreement pursuant to the terms and conditions of which Contractor is to rehabilitate the Improvements. Borrower shall require Contractor to perform in accordance with the terms of the Construction Agreement and shall not amend, modify or alter the responsibilities of Contractor under the Construction Agreement without Bondowner Representative's prior written consent. Borrower shall execute, upon Bondowner Representative's request, an assignment of Borrower's rights under the Construction Agreement to Bondowner Representative as security for Borrower's obligations under this Loan Agreement and the other Loan Documents and shall cause the Contractor to consent to any such assignment.

5.4 ARCHITECT'S AGREEMENT. Borrower and Architect have entered into the Architect's Agreement pursuant to which Architect is to design the rehabilitation of the Improvements. Borrower shall require Architect to perform in accordance with the terms of the Architect's Agreement and shall not amend, modify or alter the responsibilities of Architect under the Architect's Agreement without Bondowner Representative's prior written consent. Upon Bondowner Representative's request, Borrower shall execute an assignment of the Architect's Agreement and the Plans and Specifications to Bondowner Representative as additional security for Borrower's performance under this Loan Agreement and the other Loan Documents and shall cause the Architect to consent to any such assignment.

5.5 PLANS AND SPECIFICATIONS.

(a) Changes; Bondowner Representative Consent. Except as otherwise provided in this Loan Agreement, Borrower shall not make any changes in the Plans and Specifications without Bondowner Representative's prior written consent if such change: (i) constitutes a material change in the building material or equipment specifications, or in the architectural or structural design, value or quality of any of the Improvements; (ii) would result in an increase or decrease of rehabilitation costs in excess of One Hundred Thousand and No/100th Dollars (\$100,000.00) for any single change or in excess of Two Hundred Fifty Thousand and No/100th Dollars (\$250,000.00) for all such changes; or (iii) would adversely affect the structural integrity, quality of building materials, or overall efficiency of operating systems of the Improvements. Without limiting the above, Bondowner Representative agrees that Borrower may make minor changes in the Plans and Specifications without Bondowner Representative's prior written consent, provided that such changes do not violate any of the conditions specified herein. Borrower shall at all times maintain, for inspection by Bondowner Representative, a full set of working drawings of the Improvements.

(b) Changes; Submission Requirements. Borrower shall submit any proposed change in the Plans and Specifications to Bondowner Representative at least ten (10) days prior to the commencement of rehabilitation relating to such proposed change whether or not such change is subject to Bondowner Representative's consent. Requests for any change which requires consent shall be accompanied by working drawings and a written description of the proposed change, submitted on a change order form acceptable to Bondowner Representative, signed by Borrower and, if required by Bondowner Representative, also by the Architect and the Contractor. At its option, Bondowner Representative may require Borrower to provide: (i) evidence satisfactory to Bondowner Representative of the cost and time necessary to complete the proposed change; (ii) a deposit in the amount of any increased costs into Borrower's Funds Account; and (iii) a complete set of "as built" Plans and Specifications for the completed Improvements.

(c) Consent Process. Borrower acknowledges that Bondowner Representative's review of any changes and required consent may result in delays in rehabilitation and hereby consents to any such delays.

(d) Final Plans and Specifications. Upon completion of the Improvements, Borrower shall deliver to Bondowner Representative within ten (10) days a set of final Plans and Specifications.

5.6 CONTRACTOR AND REHABILITATION INFORMATION. Within ten (10) days of Bondowner Representative's written request, Borrower shall deliver to Bondowner Representative from time to time in a form acceptable to Bondowner Representative: (a) a list detailing the name, address and phone number of each contractor, subcontractor and material supplier to be employed or used for the rehabilitation of the Improvements together with the dollar amount, including changes, if any, of each contract and subcontract, and the portion thereof, if any, paid through the date of such list; (b) copies of each contract and subcontract identified in such list, including any changes thereto; (c) a cost breakdown of the projected total cost of rehabilitating the Improvements, and that portion, if any, of each cost item which has been incurred; and (d) a rehabilitation progress schedule detailing the progress of rehabilitation and the projected sequencing and completion time for uncompleted work, all as of the date of such schedule.

Borrower agrees that Bondowner Representative may disapprove any contractor, subcontractor or material supplier which, in Bondowner Representative's good faith determination, is deemed financially or otherwise unqualified; provided, however, that the absence of any such disapproval shall not constitute a warranty or representation of qualification by Bondowner Representative. Bondowner Representative may contact any such contractor, subcontractor or material supplier to discuss the course of rehabilitation.

5.7 PROHIBITED CONTRACTS. Without Bondowner Representative's prior written consent, Borrower shall not contract for any materials, furnishings, equipment, fixtures or other parts or components of the Improvements, if any third party shall retain any ownership interest (other than lien rights created by operation of law) in such items after their delivery to the Property and Improvements. Borrower shall have five (5) Business Days to effect the removal of any such retained interest.

5.8 LIENS AND STOP NOTICES. If a claim of lien is recorded which affects the Property or Improvements or a bonded stop notice is served upon Issuer or Bondowner Representative, Borrower shall, within twenty (20) calendar days of such recording or service or within five (5) calendar days of Bondowner Representative's demand, whichever occurs first: (a) pay and discharge the claim of lien or bonded stop notice; (b) effect the release thereof by recording or delivering to Bondowner Representative a surety bond in sufficient form and amount; or (c) provide Issuer and Bondowner Representative with other assurances which Issuer or Bondowner Representative deems, in its sole discretion, to be satisfactory for the payment of such claim of lien or bonded stop notice and for the full and continuous protection of Issuer and Bondowner Representative from the effect of such lien or bonded stop notice. Borrower shall promptly pay or otherwise discharge all taxes, claims and liens for labor done, and for materials and services furnished, which may affect the Property. Borrower shall keep the Property free of all liens, claims, charges or encumbrances. Borrower shall have the right to contest in good faith any taxes, claim or lien by appropriate proceedings on the terms and conditions set forth in the Deed of Trust.

5.9 REHABILITATION RESPONSIBILITIES. Borrower shall rehabilitate the Improvements in a workmanlike manner according to the Plans and Specifications and the recommendations of any soils or engineering report approved by Bondowner Representative. Borrower shall comply with all applicable laws, ordinances, rules, regulations, building restrictions, recorded covenants and restrictions, and requirements of all regulatory authorities having jurisdiction over the Property or Improvements. Borrower shall be solely responsible for all aspects of Borrower's business and conduct in connection with the Property and Improvements, including, without limitation, for the quality and suitability of the Plans and Specifications and their compliance with all governmental requirements, the supervision of the work of rehabilitation, the qualifications, financial condition and

performance of all architects, engineers, contractors, material suppliers, consultants and property managers, and the accuracy of all applications for payment and the proper application of all disbursements. Neither Issuer nor Bondowner Representative is obligated to supervise, inspect or inform Borrower or any third party of any aspect of the rehabilitation of the Improvements or any other matter referred to above.

5.10 ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS. Without Bondowner Representative's prior written consent, Borrower shall not cause to become effective or otherwise consent to the formation of any assessment district or community facilities district which includes all or any part of the Property and Project pursuant to: (a) the Mello-Roos Community Facilities act of 1982; (b) the Municipal Improvement Act of 1913; or (c) any other comparable or similar statute or regulation. Borrower shall not cause or otherwise consent to the levying of special taxes or assessments against the Property and Project by any such assessment district or community facilities district.

5.11 DELAY. Borrower shall promptly notify Bondowner Representative in writing of any event causing more than a five (5) day delay or interruption of rehabilitation work, or the timely completion of rehabilitation work. The notice shall specify the particular work delayed, and the cause and period of each delay.

5.12 INSPECTIONS. Bondowner Representative shall have the right, including after Conversion, to enter upon the Property at all reasonable times and upon reasonable notice to inspect the Project and the rehabilitation work and to verify information disclosed or required pursuant to this Loan Agreement. If Bondowner Representative in its reasonable judgment determines that any work or materials fail to conform to the approved Plans and Specifications or sound building practices, or that they otherwise depart from any of the requirements of this Loan Agreement, Bondowner Representative may require the work to be stopped and withhold its consent to further disbursements of proceeds of the Loan and Borrower's Funds until the matter is corrected. If this occurs, Borrower must correct the work to Bondowner Representative's reasonable satisfaction promptly and, at Bondowner Representative's request, halt all other work pending completion of such corrective work. No such action by Bondowner Representative will affect Borrower's obligation to complete the Project in substantial conformity with the Plans and Specifications on or before the Completion Date. Bondowner Representative has no duty to visit Project site, to supervise or observe rehabilitation activities or to examine any books or records. Any site visit, observation or examination by Bondowner Representative is solely for the purpose of protecting Bondowner Representative's rights and interests, and may not be relied upon by Borrower or by any third party as a representation or warranty of compliance with this Loan Agreement or any other agreement. No site visit, observation or examination by Bondowner Representative will impose any liability on Bondowner Representative with respect to the adequacy of the design or rehabilitation of the Project or result in a waiver of any default of Borrower or be a representation that Borrower is or will be in compliance with the Plans and Specifications, that the rehabilitation work is free from defective materials or workmanship, or that the rehabilitation work complies with all applicable Requirements. Neither Borrower nor any other party is entitled to rely on any site visit, observation or examination by Bondowner Representative. Bondowner Representative owes no duty of care to protect Borrower or any other party against, or to inform Borrower or any other party of, any negligent or defective design or rehabilitation of the Project or any other adverse condition affecting the Property.

5.13 SURVEY. Upon Bondowner Representative's written request, Borrower shall promptly deliver to Bondowner Representative: (a) a perimeter survey of the Property; (b) upon completion of the foundations of the Improvements, a survey showing the location of the Improvements on the Property and confirming that the Improvements are located entirely within the Property and do not encroach upon any easement, adjoining property or breach or violate any governmental requirement; and (c) upon completion of the Improvements, an as-built survey acceptable to a title insurer for purposes of issuing an ALTA policy of title insurance. All such surveys shall be performed and certified by a licensed engineer or surveyor acceptable to the Title Insurer.

5.14 PAYMENT AND PERFORMANCE BONDS. Borrower shall deliver to Bondowner Representative dual obligee performance and labor and material payment bonds in form, substance and

amount acceptable to Bondowner Representative. If requested by Bondowner Representative, Borrower shall record such bonds and file the Plans and Specifications and the Construction Agreement in the Official Records of the County if such documents can be legally recorded in the Official Records of the County.

5.15 PROJECT, TITLE, OPERATION AND MAINTENANCE.

(a) The Issuer shall not be under any obligation to operate, maintain or repair the Property. Borrower agrees that it will, at its own expense, (a) keep the Property in safe repair and in such operating condition as is needed for its operations; (b) make all necessary repairs and replacements to the Property (whether ordinary or extraordinary, structural or nonstructural); (c) subject to the restrictions imposed by the Regulatory Agreements, operate the Project in a sound and economic manner in accordance with usual business practice; (d) operate the Project in compliance with all applicable laws, codes, environmental laws, zoning laws, the ADA (to the extent applicable) and laws regulating construction, occupancy or maintenance of property of a character included in the Project; and (e) comply with all existing and future laws, regulations, orders, building codes and restrictions and requirements of, and all permits and approvals from, and agreements with and commitments to, all governmental, judicial or legal authorities having jurisdiction over the Property or Borrower's business, conducted thereon or therefrom and with all restrictive covenants and other title encumbrances encumbering the Property, including without limitation those contained in the Regulatory Agreements (all collectively, the "**Requirements**").

(b) Borrower shall pay all expenses of the operation and maintenance of the Project including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all taxes and special assessments levied upon or with respect to the Project and payable during the term of this Loan Agreement, all in conformance with and subject to any good faith contest provisions provided in the Deed of Trust.

(c) In the event Borrower shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Loan Agreement or shall fail to keep the Project in good repair and good operating condition (reasonable wear and tear excepted) and make all necessary repairs and replacements to the Project, the Bondowner Representative may, after providing Borrower with reasonable notice and the opportunity to remedy the problem(s) identified by Bondowner Representative, but shall be under no obligation to, contract for the required policies of insurance and pay the premiums on the same or make any required repairs, renewals and replacements; and Borrower agrees to reimburse the Issuer or the Bondowner Representative to the extent of the amounts so advanced, and in addition shall pay interest on any such amount at the Default Rate from the date such amount was advanced until the date such amount was repaid or reimbursed by Borrower.

(d) Borrower shall obtain or cause to be obtained all necessary permits and approvals for the operation and maintenance of the Project and shall comply with all applicable lawful requirements of any governmental body regarding the use or condition of the Project, whether existing or later enacted or whether involving any change in governmental policy or requiring structural or other changes to part or all of the Project and irrespective of the cost of making the same. Borrower must deliver copies of all such permits and approvals to Bondowner Representative promptly and in any event within twenty (20) days after receipt thereof.

(e) Notwithstanding the provisions of this Section 5.15, Borrower may in good faith contest the validity or the applicability of any law, ordinance, rule or regulation provided that during the period of such contest and any appeal therefrom, (i) such failure to comply with such requirement or requirements will not adversely affect the lien of the Deed of Trust or materially endanger such liens or the Project or any part thereof, (ii) will not subject the Project or any part thereof to loss or forfeiture and (iii) Borrower will post with the Bondowner Representative, for the

benefit of the Bondholders, cash, a bond or other reasonably acceptable security in an amount equal to 125% of the disputed amount.

(f) Borrower agrees not to permit or suffer others to commit a nuisance in or about the Property or themselves commit a nuisance in connection with their use or occupancy of the Property.

5.16 ADVANCES. Borrower acknowledges and agrees that under this Loan Agreement and certain of the other Loan Documents, the Bondholders or the Bondowner Representative may, but shall be under no obligation to, take certain action and make certain advances relating to the Project from certain funds held under the Indenture or otherwise, or to certain other matters as expressly provided therein, and Borrower shall be obligated to repay all such advances on demand with interest from the date such payment was originally advanced until repaid or reimbursed by Borrower at the Default Rate.

5.17 ALTERATIONS TO THE PROJECT AND REMOVAL OF EQUIPMENT. After completion of rehabilitation in accordance with the Plans and Specifications, subject to Section 5.5(a), Borrower shall not, without the reasonable consent of Bondowner Representative, remodel or make any additions, modifications, alterations, or changes to the Project (collectively referred to as “alterations”) in or to the Project or remove any equipment therefrom other than in the ordinary course of business in the operation of the Project. Notwithstanding the provisions of the Deed of Trust, no such alteration or removal will be made if to do so would impair the character of the Project as a “project” within the meaning of the Act, or impair the exclusion of interest on the Bonds from gross income for federal income tax purposes.

5.18 REHABILITATION SCHEDULE. If, based on any rehabilitation progress schedule or other materials submitted by Borrower, Bondowner Representative in its reasonable judgment determines that the Project will not be completed by the Completion Date, Bondowner Representative may request Borrower in writing to reschedule the work of rehabilitation to permit timely completion. In addition, if Bondowner Representative in its reasonable judgment determines that any building constituting the Project will not be “placed in service” (within the meaning of Section 42 of the Code) by the Completion Date, Bondowner Representative may request Borrower in writing to reschedule the work of rehabilitation. Within fifteen (15) days after receiving such a request from Bondowner Representative, Borrower must deliver to Bondowner Representative a revised rehabilitation progress schedule showing completion of the Project by the Completion Date. As a condition to any agreement to extend the Completion Date, Bondowner Representative may require Borrower to confirm by evidence satisfactory to Bondowner Representative that such extension will not have any adverse effect upon the availability of the LIHTC for the Project.

5.19 PRESERVATION OF RIGHTS. Borrower must obtain, preserve and maintain in good standing, as applicable, all rights, privileges and franchises necessary or desirable for the operation of the Property and the conduct of Borrower’s business thereon or therefrom.

5.20 MAINTENANCE AND REPAIR. Borrower must (i) maintain the Property, including the parking and landscaping portions thereof, in good condition and repair, reasonable wear and tear excepted, (ii) promptly make all necessary structural and non-structural repairs to the Project (or cause tenants under any leases to perform such obligation), and (iii) not erect any new buildings, structures or building additions on the Property, without the prior written consent of Bondowner Representative. Borrower must pay when due all claims for labor performed and materials furnished therefor in connection with any improvement, rehabilitation or construction activities.

5.21 PERFORMANCE OF ACTS. Borrower must perform, upon Bondowner Representative’s request, all acts necessary to perfect any lien or security interest provided for in the Loan Documents.

5.22 MANAGEMENT AGREEMENT. Bondowner Representative must review and approve any agreement providing for the management or operation of the Property, including any

material modifications or amendments thereto before Borrower can enter into such agreement, provided, however, the approval of Bondowner Representative shall not be required for the renewal of any such agreement.

5.23 TAX RECEIPTS. From and after the Conversion Date, at Borrower's sole expense, Bondowner Representative shall procure a tax services contract issued by a tax reporting service satisfactory to Bondowner Representative with respect to the Project.

ARTICLE 6. INTENTIONALLY OMITTED

ARTICLE 7. INSURANCE

Borrower shall, while any obligation of Borrower or any Guarantor under any Loan Document remains outstanding, maintain at Borrower's sole expense, with licensed insurers approved by Bondowner Representative, the following policies of insurance in form and substance satisfactory to Bondowner Representative. Capitalized terms used in this Article shall have the same meaning as such terms are commonly and presently defined in the insurance industry.

7.1 TITLE INSURANCE. A Title Policy, consistent with the requirements of Section 4.1(d) and 4.3(f) of this Loan Agreement, insuring Bondowner Representative, in the principal amount of the Loan, of the validity and the priority of the lien of the Deed of Trust upon the Property, subject only to matters approved by Bondowner Representative in writing. During the term of the Loan, Borrower shall cause to be delivered to Bondowner Representative, within five (5) days of Bondowner Representative's written request, such other endorsements to the Title Policy as Bondowner Representative may require, including without limitation, a lien-free endorsement in form and content satisfactory to Bondowner Representative upon completion of the rehabilitation of the Improvements. Upon the request of Bondowner Representative, or its successors or assigns, Borrower shall provide a valid recorded Notice of Completion evidencing that the Improvements are 100% complete, Bondowner Representative shall have received a lien free endorsement in form and content satisfactory to Bondowner Representative to be attached to the Title Policy, and an LP-10 Rewrite to the Title Policy in form and content satisfactory to Bondowner Representative, or its successors or assigns.

7.2 PROPERTY INSURANCE. A Builders All Risk/ Special Form Completed Value (Non-Reporting Form) Hazard Insurance policy, including without limitation, theft coverage and such other coverages and endorsements as Bondowner Representative may require, insuring Bondowner Representative against damage to the Property and Improvements in an amount not less than 100% of the full replacement cost at the time of completion of the Improvements. Such coverage should adequately insure any and all Loan collateral, whether such collateral is onsite, stored offsite or otherwise. Bondowner Representative shall be named on the policy as Mortgagee and named under a Bondowner Representative's Loss Payable Endorsement (Form #ISO CP 1218 or its equivalent).

7.3 FLOOD HAZARD INSURANCE. A policy of flood insurance, if required by applicable governmental regulations, or as deemed necessary by Bondowner Representative, in an amount required by Bondowner Representative, but in no event less than the amount sufficient to meet the requirements of applicable law and governmental regulation.

7.4 LIABILITY INSURANCE. A policy of Commercial General Liability insurance on an occurrence basis, with coverages and limits as required by Bondowner Representative, insuring against liability for injury and/or death to any person and/or damage to any property occurring on the Property and/or in the Improvements. During the period of any construction or rehabilitation, Borrower may cause its contractors and/or subcontractors to maintain in full force and effect any or all of the liability insurance required hereunder. Bondowner Representative may require that Bondowner Representative be named as an additional insured on any such policy. Whether Borrower employs a general contractor or performs

as owner-builder, Bondowner Representative may require that coverage include statutory workers' compensation insurance.

7.5 OTHER COVERAGE. Borrower shall provide to Bondowner Representative evidence of such other reasonable insurance in such reasonable amounts as Bondowner Representative may from time to time request against such other insurable hazards which at the time are commonly insured against for property similar to the subject Property located in or around the region in which the subject Property is located. Such coverage requirements may include but are not limited to coverage for earthquake, acts of terrorism, business income, rental loss, sink hole, soft costs, tenant improvement or environmental.

7.6 OTHER INSURANCE. If Bondowner Representative so requests, Borrower must provide such certified copy of worker's compensation insurance as may be required by applicable worker's compensation insurance laws (including employer's liability insurance, if required by Bondowner Representative), covering all employees of Borrower.

7.7 GENERAL.

(a) Borrower shall provide to Bondowner Representative the originals of all required insurance policies, or other evidence of insurance acceptable to Bondowner Representative. All insurance policies shall provide that the insurance shall not be cancelable or materially changed without ten (10) days prior written notice to Bondowner Representative and Issuer of any cancellation for nonpayment of premiums and not less than 30 days prior written notice to Bondowner Representative and Issuer of any other cancellation or any modification (including a reduction in coverage). Bondowner Representative and Issuer shall be named under a Bondowner Representative's Loss Payable Endorsement (Form #ISO CP 1218 or its equivalent) on all insurance policies which Borrower actually maintains with respect to the Property and Improvements. All insurance policies shall be issued and maintained by insurers approved to do business in the state in which the Property is located and must have an A.M. Best Company financial rating and policyholder surplus acceptable to Bondowner Representative. All proceeds of insurance policies shall be controlled by Bondowner Representative and disbursed by Bondowner Representative pursuant to and in accordance with Section 5.6 of the Deed of Trust. Borrower shall provide to Bondowner Representative evidence of any other hazard insurance Bondowner Representative may deem necessary at any time during the Loan.

(b) Each policy of insurance required under the Loan Documents must provide that it may not be modified or canceled without at least thirty (30) days prior written notice to Bondowner Representative. The Certificate of Insurance for each policy of insurance required hereunder shall show Bondowner Representative as a recipient of any notice of cancellation at Wells Fargo Bank, Community Lending and Investment, MAC #A0119-177, 333 Market Street, 17th Floor, San Francisco, California 94105, Attention: Loan Administration Officer. At least ten (10) days before expiration of any required insurance policy, Borrower shall furnish Bondowner Representative and Issuer with proof acceptable to Bondowner Representative and Issuer that a new policy has been issued, continuing in force the insurance covered by the policy that is expiring. At the same time, Borrower shall also furnish Bondowner Representative and Issuer with evidence satisfactory to Bondowner Representative that all premiums for any such new policy have been paid. If at least ten (10) days before a required policy expires, Bondowner Representative and Issuer do not receive proof and evidence that a new policy has been issued and that the premiums for it have been paid, Bondowner Representative in its sole discretion may procure a new policy and advance funds to pay the premiums for it. Borrower shall repay Bondowner Representative immediately on demand for any advance for such premiums, which shall be considered to be an additional loan to the Borrower bearing interest at the rate of interest provided for in the Note, and secured by the Loan Documents.

(c) Upon an Event of Default, whether or not the same has thereafter been cured or waived by Bondowner Representative, but for the lapse of any applicable grace period, Borrower

shall, at the request of Bondowner Representative, deposit with Bondowner Representative, in monthly installments in advance on the first day of each month, an amount sufficient, as reasonably estimated by Bondowner Representative, to pay all insurance premiums next due on all policies of insurance required by this Loan Agreement or the other Loan Documents. In such event, Borrower further agrees, upon Bondowner Representative's request, to cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to Bondowner Representative. Upon receipt of such bills, statements or other documents, and provided Borrower has deposited sufficient funds with Bondowner Representative pursuant to this Section 7.7, Bondowner Representative shall pay such premiums as may be due thereunder out of the funds so deposited with Bondowner Representative. If at any time and for any reason the funds deposited with Bondowner Representative are or will be insufficient to pay such premiums as may then or subsequently be due, Bondowner Representative may notify Borrower and Borrower shall immediately deposit an amount equal to the deficiency with Bondowner Representative. If at any time the funds deposited with Bondowner Representative exceed the amount deemed necessary by Bondowner Representative to pay such premiums as may then or subsequently be due, such excess shall be credited to Borrower on the next monthly installment or installments of such funds. Upon payment and performance in full of the Loan all indebtedness and obligations under the Loan Documents, Bondowner Representative shall promptly refund to Borrower any such funds held by Bondowner Representative. Nothing herein shall cause Bondowner Representative to be deemed a trustee of such funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Bondowner Representative pursuant to this Section 7.7. Bondowner Representative may commingle such deposits with its own funds and Borrower shall not be entitled to any interest thereon.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

8.1 REPRESENTATIONS AND WARRANTIES OF THE ISSUER. The Issuer makes the following representations and warranties to the Bondowner Representative:

(a) The Issuer is a political subdivision and body corporate and politic, duly organized and validly existing under the laws of the State, and is duly authorized to issue the Bonds and to perform its obligations under this Loan Agreement.

(b) All requirements have been met and procedures have occurred in order to authorize the execution and delivery by Issuer of this Loan Agreement. The Issuer has taken all necessary action and has complied with all provisions of the law required to make this Loan Agreement a valid and binding limited obligation of the Issuer, except to the extent limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity, or by public policy.

(c) The Bonds have been duly authorized, executed and delivered by the Issuer. Nothing in this Loan Agreement shall be construed as requiring the Issuer to provide any financing for the Project other than the proceeds of the Bonds or to provide sufficient moneys for all of the cost of financing the Project.

(d) To the best knowledge of the Issuer, there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency or public board or body pending or threatened against the Issuer which (i) affects or seeks to prohibit, restrain or enjoin the issuance, execution or delivery of the Bonds, the origination of the Loan or the lending of the proceeds of the Bonds to the Borrower, or the execution and delivery by the Issuer of the Bond Documents, (ii) affects or questions the validity or enforceability of the Bonds or the Bond Documents or (iii) questions the tax-exempt status of interest on the Bonds.

8.2 REPRESENTATIONS AND WARRANTIES OF THE BORROWER. As a material inducement to Bondowner Representative's entry into this Loan Agreement and Issuer's issuance of the Bonds, Borrower represents and warrants to Bondowner Representative and Issuer as of the Effective Date and continuing thereafter that:

(a) Organization Of Borrower And General Partner. Borrower is and shall at all times hereafter be a limited partnership duly organized and validly existing under the laws of the State of California and is and at all times hereafter shall be qualified and licensed to do business and is in good standing in any state in which it conducts its business or in which the failure to qualify could have a material adverse effect on the condition, financial or otherwise, business, Property or results of operations of Borrower. General Partner is and shall at all times be a corporation or limited liability company, duly organized and validly existing under the laws of the state of its formation, and is and at all times shall be qualified and licensed to do business, and is in good standing, in any state in which it conducts its business or in which the failure to qualify could have a material adverse effect on the condition, financial or otherwise, of its business or the Property.

(b) Issuer/Enforceability. Borrower is in compliance with all laws and regulations applicable to its organization, existence and transaction of business and has all necessary rights and powers to own, develop and operate the Property and Improvements as contemplated by the Loan Documents.

(c) Requisite Power. Borrower has all requisite partnership power to borrow the sums provided for under the Loan and under this Loan Agreement, and has all requisite power to execute, deliver, issue and perform this Loan Agreement and all other Loan Documents to which it is a party and to consummate the transactions hereunder and thereunder. General Partner has all requisite power to act on its own behalf and as Borrower's general partner in connection with its and Borrower's execution, delivery and performance of this Loan Agreement, the other Loan Documents and any and all other documents executed in connection herewith or therewith to which it or Borrower is a party, and the consummation of the transactions hereunder or thereunder.

(d) Formation And Organizational Documents. Borrower has delivered to Bondowner Representative all formation and organizational documents of Borrower, of the general partners, joint venturers or members of Borrower, if any, and Guarantor of the Loan, if any, and all such formation and organizational documents remain in full force and effect and have not been amended or modified since they were delivered to Bondowner Representative. Borrower shall immediately provide Bondowner Representative with copies of any amendments or modifications of the formation or organizational documents.

(e) Authorization. All partnership actions on the part of Borrower or all corporate, limited liability company and/or partnership actions on behalf of General Partner necessary for the authorization, execution, delivery and performance of this Loan Agreement, the other Loan Documents and any and all other documents executed in connection herewith or therewith, has been duly taken and is in full force and effect. All corporate or limited liability company actions on the part of General Partner, acting on its own behalf and as Borrower's general partner necessary for the authorization, execution, delivery and performance of this Loan Agreement, the other Loan Documents or any other document executed in connection herewith or therewith to which it or Borrower is a party has been duly taken and is in full force and effect. In addition, each authorized officer or partner executing this Loan Agreement, the other Loan Documents or any other document executed in connection herewith or therewith, is (as of the date of such execution) duly and properly in office and fully authorized to execute and deliver the same on behalf of the General Partner, acting on its own behalf and as Borrower's general partner.

(f) Binding Obligations. This Loan Agreement, the other Loan Documents and any and all other documents executed in connection herewith or therewith to which either Borrower or

General Partner is a party have been duly executed and delivered and are the legal, valid and binding obligations of Borrower and such General Partner (as the case may be), enforceable in accordance with their respective terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

(g) No Violation. Borrower's and General Partner's execution, delivery, and performance under the Loan Documents do not: (a) require any consent or approval not heretofore obtained under any partnership agreement, operating agreement, articles of incorporation, bylaws or other document; (b) violate any governmental requirement applicable to the Property and Improvements or any other statute, law, regulation or ordinance or any order or ruling of any court or governmental entity; (c) conflict with, or constitute a breach or default of, or permit the acceleration of obligations under any agreement, contract, lease, or other document by which Borrower or General Partner is or the Property and Improvements are bound or regulated; or (d) violate any statute, law, regulation or ordinance, or any order of any court or governmental entity.

(h) No Conflict. The execution and delivery of the Loan Documents, the consummation of the transactions therein contemplated and the fulfillment of or compliance with the terms and conditions thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the partnership agreement of the Borrower or to the best knowledge of the Borrower and with respect to the Borrower, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Documents, or the financial condition, assets, properties or operations of the Borrower.

(i) No Consent. No consent or approval of any trustee or holder of any indebtedness of the Borrower, and to the best knowledge of the Borrower and with respect to the Borrower, no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Loan Documents, or the consummation of any transaction therein contemplated, or the fulfillment of or compliance with the terms and conditions thereof, except as have been obtained or made and as are in full force and effect.

(j) Compliance With Laws. Borrower has and at all times shall have obtained all permits, licenses, exemptions, and approvals necessary to construct, occupy, operate and market the Property and Improvements, and shall maintain compliance with all governmental requirements applicable to the Property and Improvements and all other applicable statutes, laws, regulations and ordinances necessary for the transaction of its business, including without limitation all laws and regulations with respect to the creation, continued effectiveness and availability of LIHTCs. The Property is a legal parcel lawfully created in full compliance with all subdivision laws and ordinances and is properly zoned for the stated use of the Property, as disclosed to Bondowner Representative as of the Closing Date. Borrower and General Partner are in compliance in all material respects with all applicable laws, rules, regulations and ordinances. Borrower shall not initiate or acquiesce to a zoning change of the Property without Bondowner Representative's prior written consent.

(k) Litigation. There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the

knowledge of the Borrower, threatened, against or affecting the Borrower or General Partner or the assets, properties or operations of the Borrower which, if determined adversely to the Borrower or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of the Loan Documents or upon the financial condition, assets, properties or operations of the Borrower or General Partner and the Borrower or General Partner is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Loan Documents, or the financial condition, assets, properties or operations of the Borrower. All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower or General Partner have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Borrower or General Partner in good faith, have been paid or adequate reserves have been made for the payment thereof which reserves, if any, are reflected in the audited financial statements described therein. The Borrower or General Partner enjoys the peaceful and undisturbed possession of all of the premises upon which it is operating its facilities.

(l) Financial Condition. All financial statements and information heretofore and hereafter delivered to Bondowner Representative by Borrower, including, without limitation, information relating to the financial condition of Borrower, the Property, the Improvements, the partners, joint venturers or members of Borrower, and/or any Guarantor, fairly and accurately represent the financial condition of the subject thereof as of the date hereof and have been prepared (except as noted therein) in accordance with generally accepted accounting principles consistently applied. Notwithstanding the use of generally accepted accounting principles, the calculation of liabilities shall NOT include any fair value adjustments to the carrying value of liabilities to record such liabilities at fair value pursuant to electing the fair value option election under FASB ASC 825-10-25 (formerly known as FAS 159, *The Fair Value Option for Financial Assets and Financial Liabilities*) or other FASB standards allowing entities to elect fair value option for financial liabilities. Therefore, the amount of liabilities shall be the historical cost basis, which generally is the contractual amount owed adjusted for amortization or accretion of any premium or discount. Borrower acknowledges and agrees that Bondowner Representative may request and obtain additional information from third parties regarding any of the above, including, without limitation, credit reports.

(m) No Material Misrepresentation. No written information, exhibit or report furnished to the Issuer by the Borrower in connection with the negotiation of the Loan Documents contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(n) No Material Adverse Change. There has been no material adverse change in the financial condition of Borrower and/or, prior to Conversion, any Guarantor, since the dates of the latest financial statements furnished to Bondowner Representative and, except as otherwise disclosed to Bondowner Representative in writing, Borrower has not entered into any material transaction which is not disclosed in such financial statements.

(o) Loan Proceeds and Adequacy. The undisbursed Loan proceeds, together with Borrower's Funds, the proceeds of the Subordinate Loan(s), the Capital Contributions, and all other sums, if any, to be provided by Borrower as shown in Exhibit C, are sufficient to acquire Borrower's interest in the Property and construct the Improvements in accordance with the terms and conditions of this Loan Agreement.

(p) Accuracy. All reports, documents, instruments, information and forms of evidence delivered to Bondowner Representative by Borrower concerning the Loan or security for

the Loan or required by the Loan Documents are accurate, correct and sufficiently complete to give Bondowner Representative true and accurate knowledge of their subject matter, and do not contain any misrepresentation or omission.

(q) Tax Liability. Borrower and General Partner have filed all required federal, state, county and municipal tax returns and have paid all taxes and assessments owed and payable, and Borrower has no knowledge of any basis for any additional payment with respect to any such taxes and assessments.

(r) Utilities. All utility services, including, without limitation, gas, water, sewage, electrical and telephone, necessary for the rehabilitation and occupancy of the Property and Improvements are available at or within the boundaries of the Property, or Borrower has taken all steps necessary to assure that all such services will be available upon completion of the Improvements. Borrower shall pay when due all utility assessments and charges for gas, electricity, fuel, water, steam, sewer, drainage, refuse disposal, telephone and other services furnished to or for the benefit of the Property and all other assessments or charges of a similar nature, whether public or private, affecting the Property or any portion thereof, whether or not such assessments or charges are liens on the Property.

(s) Compliance. Borrower is familiar with and in compliance with all governmental requirements for the development of the Property and the rehabilitation of the Improvements and will conform to and comply with all governmental requirements and the Plans and Specifications.

(t) Americans With Disabilities Act Compliance. The rehabilitation of the Improvements shall be performed and completed, and thereafter maintained, in strict accordance and full compliance with any applicable requirements of the Americans with Disabilities Act, of July 26, 1990, Pub. L. No. 101 336, 104 Stat. 327, 42 U.S.C. § 12101, et seq., as amended from time to time. Borrower shall be responsible for all ADA compliance costs.

(u) Tax Credits. Borrower has received a Tax-Exempt Reservation Letter dated May 16, 2018 ("**Reservation Letter**"), and Borrower is entitled to a LIHTC allocation for the Improvements from TCAC. The LIHTC allocation as set forth in said Reservation Letter is for LIHTCs in the minimum amount of Five Hundred Seventy-Nine Thousand Four Hundred Eighty-Seven and No/100th Dollars (\$579,487.00) annually for each of ten (10) years. Borrower shall completely and in a timely manner perform all actions and meet all requirements to maintain and perfect the reservations and LIHTC allocation, including, without limitation, timely furnishing to the TCAC of all of the items required to be furnished to it no later than such date as required by TCAC in order to prevent the expiration of the reservation and allocation. If Bondowner Representative determines, in its sole and absolute discretion, that Borrower will not meet the TCAC requirements as set forth in the Reservation Letter, Borrower hereby agrees to reapply for the next available allocation of LIHTCs within all timelines and requirements as established by TCAC. Failure to do so is a Default pursuant to Section 13.1 herein. Borrower shall submit to Bondowner Representative, immediately upon receipt, until the Loan has been paid in full, a copy of all written communication to or from TCAC or any other governmental authority relating to the Improvements or the LIHTC. Bondowner Representative shall have received copies of any Annual Owner Certification or Final Cost Certification prepared by Borrower for TCAC (and, if an audit thereof uncovers deficiencies, any evidence provided to TCAC of the cure of such deficiencies), any other reporting Borrower provides to TCAC in connection with compliance with the Requirements and Internal Revenue Forms 8586 and 8609, to the extent already issued.

(v) Business Loan. The Loan is a business loan transaction in the stated amount solely for the purpose of carrying on the business of Borrower and none of the proceeds of the Loan will be used for the personal, family or agricultural purposes of the Borrower.

(w) Capital Contribution. The Investor Limited Partner will be required to make Capital Contributions to the Borrower in exchange for Investor Limited Partner's limited

partnership interest in the Borrower and that, subject to and in accordance with the terms and conditions of the Partnership Agreement, Investor Limited Partner will make an initial capital contribution in the amount of ///[\$675,212.00]/// (the “**Initial Capital Contribution**”) and total Capital Contributions in the amounts set forth in Section 1.1.

(x) Tax Shelter Regulations. Neither Borrower, any Guarantor, nor any subsidiary of any of the foregoing intends to treat the Loan or the transactions contemplated by this Loan Agreement and the other Loan Documents as being a “reportable transaction” (within the meaning of Treasury Regulation Section 1.6011-4). If Borrower or any other party to the Loan determines to take any action inconsistent with such intention, Borrower will promptly notify Bondowner Representative thereof. If Borrower so notifies Bondowner Representative, Borrower acknowledges that Bondowner Representative may treat the Loan as part of a transaction that is subject to Treasury Regulation Section 301.6112-1, and Bondowner Representative will maintain the lists and other records, including the identity of the applicable party to the Loan as required by such Treasury Regulation.

(y) Borrower Not A “Foreign Person”. Borrower is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended from time to time.

(z) Full Disclosure. This Loan Agreement and the financial information delivered in connection herewith and therewith, and the representations and warranties of Borrower or any member or General Partner herein and in any other document delivered or to be delivered by or on behalf of Borrower or any member or General Partner, do not and will not contain any untrue statement of a material fact or omit a material fact necessary to make the statements contained therein or herein, in light of the circumstances under which they were made, not misleading. To the best knowledge of Borrower, after diligent inquiry and investigation, there is no material fact which Borrower has not disclosed to Bondowner Representative in writing which materially and adversely affect the assets, business, prospects, profits or condition (financial or otherwise) of Borrower, the rights of Bondowner Representative, the ability of Borrower to perform this Loan Agreement and the Loan Documents.

(aa) Sanctions, Anti-Corruption and Anti-Money Laundering Laws. No Person within the Borrowing Group is: (a) a Sanctioned Person; (b) controlled by or acting on behalf of a Sanctioned Person; (c) under investigation for an alleged breach of Sanction(s) by a governmental authority that enforces Sanctions. Each Person within the Borrowing Group: (a) is in compliance with all Anti-Corruption Laws and Anti-Money Laundering Laws; (b) is not, and has not been, under administrative, civil or criminal investigation; and (c) has not received notice from or made a voluntary disclosure to any governmental entity regarding a possible violation of any Anti-Corruption Laws or Anti-Money Laundering Laws. The provisions in this Section shall prevail and control over any contrary provisions in this Agreement or in any related documents.

(bb) Bond-Related Representations.

(i) Other than the Bonds, no other obligations have been or are expected to be issued under Section 103 of the Code for sale at substantially the same time as the Bonds are sold pursuant to a common plan of marketing and at substantially the same rate of interest as the Bonds and which are payable in whole or part by Borrower or otherwise have with the Bonds any common or pooled security for the payment of debt service thereon, or which are otherwise treated as the same “issue of obligations” as the Bonds as described in Revenue Ruling No. 81-216.

(ii) Borrower is not in the trade or business of selling properties such as the Project and has not acquired the Project for investment purposes only or otherwise for use by Borrower in its trade or business. Therefore

Borrower has no present intention to voluntarily sell, surrender or otherwise transfer, in whole or part, its interest in the Project in the foreseeable future, other than in connection with the purchase option granted to General Partner in the Partnership Agreement.

- (iii) Borrower has reviewed and approved the provisions of the Indenture.
- (iv) To the best of Borrower's knowledge, no member of the governing body of the Issuer or any other officer of the Issuer has any significant or conflicting interest, financial, employment or otherwise, in Borrower, the Project or the transactions contemplated hereby.
- (v) The covenants, representations and warranties of Borrower in the Regulatory Agreements are true and correct as of the date hereof and are incorporated herein by reference and made a part of this Loan Agreement.
- (vi) Borrower has not entered into the transaction evidenced hereby with the actual intent to hinder, delay or defraud any creditor and Borrower has received reasonably equivalent value in exchange for its obligations hereunder and under the Deed of Trust and the Regulatory Agreements.
- (vii) Borrower has no known material contingent liabilities.
- (viii) Borrower has no material financial obligation under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which Borrower is a party or by which Borrower or the Project are otherwise bound, other than (a) obligations under this Loan Agreement and the other Loan Documents to which Borrower is a party; (b) obligations under those documents executed in connection with the Subordinate Loan(s); and (c) obligations which may be incurred by Borrower from time to time in the ordinary course of business.
- (ix) Borrower has not borrowed or received other debt financing that has not been heretofore repaid in full, except for the Subordinate Loans.
- (x) Borrower is not (a) an "investment company" or a company "controlled by an investment company" within the meaning of the Investment Company Act of 1940, as amended; (b) a "holding company" or a "subsidiary company" of a "holding company" or an "affiliate" of either a "holding company" or a "subsidiary company" within the meaning of the Public Utility Holding Company Act of 1935, as amended; or (c) subject to any other federal or state law or regulation which purports to restrict its ability to borrow money other than Article 15 of the California State Constitution.
- (xi) Except as disclosed in the Title Policy, there are no pending or, to the knowledge of Borrower, proposed special or other assessments for public improvements affecting the Project, nor, to the knowledge of Borrower, are there any contemplated improvements to the Property that may result in such special or other assessments.
- (xii) No statement of fact made by Borrower herein or in the Loan Documents to which Borrower is a party contains any untrue statement of a material fact or omits to state any material fact necessary to make statements

made by Borrower herein or therein not materially misleading. There is no fact presently known to Borrower which has not been disclosed which materially adversely affects or, to the best of Borrower's knowledge, would materially adversely affect the business, operations or conditions (financial or otherwise) of Borrower.

- (xiii) All reports, documents, instruments, information and forms of evidence delivered to Bondowner Representative or Issuer by Borrower concerning the Loan or required by the Loan Documents are (or, in the case of materials prepared by persons other than Borrower or its members or general partner, are to the best of Borrower's knowledge) accurate, correct and sufficiently complete to give Bondowner Representative or Issuer, as applicable, true and accurate knowledge of their subject matter.
- (xiv) Borrower owns directly, and not through any affiliated entity, all of the personal property and fixtures necessary for the operation of the Property for the uses presently being conducted thereon.
- (xv) Before any Guarantor became obligated in connection with the Loan, Borrower made full disclosure to such Guarantor regarding Borrower's financial condition and business operations, the present and former condition, uses and ownership of the Property and all other circumstances bearing upon Borrower's ability to pay and perform its obligations under the Loan Documents.
- (xvi) The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing of the Project; that it is familiar with the provisions of all of the documents and instruments relating to such financing to which the Borrower is a party or of which it is a beneficiary, including the Indenture; that it understands the risks inherent in such transactions; and that it has not relied on the Issuer for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Bond Documents and the Indenture or otherwise relied on the Issuer for any advice.

(cc) Representations and Warranties of the Borrower Related to Certain Tax Matters.
Borrower further represents and warrants that:

- (i) as of the Effective Date, the Borrower is in compliance with all requirements of the Tax Certificate, and the representations set forth in the Tax Certificate pertaining to the Borrower and the Project are true and accurate;
- (ii) the Bonds are not "federally guaranteed" as defined in Section 149(b) of the Code;
- (iii) in accordance with Section 147(b) of the Code, the weighted average maturity of the Bonds does not exceed one hundred twenty percent (120%) of the weighted average reasonably expected economic life of the facilities (comprising the Project) financed with the proceeds of the Bonds, determined as of the later of the date the Bonds are issued or the date the facilities are expected to be placed in service;

- (iv) after the Conversion Date, neither the Borrower nor, to the best knowledge of the Borrower, any “related person” to the Borrower (within the meaning of Section 147(a)(2) of the Code), will purchase Bonds pursuant to any arrangement, formal or informal;
- (v) the information furnished by the Borrower and used by the Issuer in preparing the certificate pursuant to Section 148 of the Code and information statement pursuant to Section 149(e) of the Code is accurate and complete as of the date of the issuance of the Bonds;
- (vi) the rehabilitation of the Project was not commenced prior to the sixtieth (60th) day preceding the adoption of Resolution No. 2018/76 of the Issuer with respect to the Project on February 27, 2018, and no obligation for which reimbursement will be sought from proceeds of the Bonds relating to the rehabilitation or equipping of the Project was paid or incurred prior to sixty (60) days prior to such date;
- (vii) the Project is, as of the Closing Date, in compliance with all requirements of the Regulatory Agreements to the extent such requirements are applicable on the Closing Date and the representations and warranties of the Borrower in Sections 2 and 3 of each Regulatory Agreement are true and correct;
- (viii) the Borrower intends to cause the residential units in the Project to be rented or available for rental on a basis which satisfies the requirements of the Regulatory Agreement, including all applicable requirements of the Act and the Code, and pursuant to leases which comply with all applicable laws; and
- (ix) no money on deposit in any fund or account in connection with the Bonds, whether or not such money was derived from other sources, will be used by or under the direction of the Borrower in a manner which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

8.3 TAX EXEMPTION; REGULATORY AGREEMENTS. Borrower (and with respect to Section 8.3(b) and (c), the Issuer) hereby covenants, represents and agrees as follows:

(a) not to knowingly take or omit to take any action with respect to this Loan Agreement (with respect to the Issuer) and not to take or omit to take any action with respect to this Loan Agreement or the Project (solely with respect to Borrower) that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds (except for any Bonds owned by a person or entity which is a “substantial user” of the Property or a “related person” to the Borrower);

(b) to take such action or actions, including amendment of the Regulatory Agreements, to the extent deemed necessary in the opinion of Bond Counsel, to preserve or perfect the exclusion of interest on the Bonds from gross income for federal income tax purposes;

(c) at the expense of Borrower, and as to Borrower only, to file of record such documents and take such other steps as are necessary in order to insure that the requirements and restrictions of the Regulatory Agreements will be binding upon all owners of the Project, and as to the Borrower and the Issuer, to execute and record the Regulatory Agreements in the real property records of Contra Costa County, California;

(d) to notify any subsequent owner of the Project of the requirements and restrictions contained in the Regulatory Agreements in any documents transferring any interest in the Project to another person to the end that such transferee has notice of such restrictions, and to obtain the agreement from any transferee to abide by all requirements and restrictions of the Regulatory Agreements; and

(e) to provide to the Issuer notice of any action (other than actions in its ordinary course of business) which impacts the Issuer's rights hereunder or under the Regulatory Agreement.

8.4 REPRESENTATIONS OF BORROWER AS SINGLE PURPOSE ENTITY.

- (a) Borrower covenants and agrees that it shall not:
- (i) except in connection with the Subordinate Loans or any Swap Agreement between Borrower and Bondowner Representative, (1) incur, create or assume any indebtedness for borrowed money except indebtedness represented by an invoice, statement of account, check, work request, purchase order or other similar document representing expenses relating to activities of Borrower undertaken in accordance with its formation documents or (2) transfer or lease the Project or any interest therein, except as permitted under Section 5.12 of the Deed of Trust;
 - (ii) engage, directly or indirectly, in any business other than that arising out of or entering into this Loan Agreement and the other Loan Documents to which Borrower is a party and the ownership, management, leasing, rehabilitation, development, operation and maintenance of the Project;
 - (iii) commingle its assets with the assets of any other entity;
 - (iv) partition the Property except as expressly permitted under the Deed of Trust; or
 - (v) voluntarily file or consent to the filing of a petition for bankruptcy, reorganization, assignment for the benefit of creditors or similar proceeding under any federal or state bankruptcy, insolvency, reorganization or other similar law, without the unanimous consent of its partners.

Borrower represents and warrants that as the date hereof it does not have any indebtedness or obligations which would cause it to be in violation of the foregoing covenants.

Further, Borrower covenants that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger or asset sale; will not materially modify its Partnership Agreement without the prior written consent of Bondowner Representative (it being understood that Bondowner Representative's consent may be granted or withheld as to transfers of partnership interests in a manner consistent with this Loan Agreement and Section 5.12 of the Deed of Trust, may be withheld as to any amendment which reduces the obligations of the partners to contribute funds to Borrower below amounts necessary to maintain the Financial Requirements Analysis "in balance", and shall not otherwise be unreasonably withheld); will pay all expenses of the Project from assets of Borrower; will maintain separate books and records and bank accounts; will at all times hold itself out to the public as a separate and distinct legal entity (including in its leasing activities, in entering into any contract and in

preparing its financial statements); will file its own tax returns; and will cause its management to meet regularly to carry on its business.

(b) Borrower shall do all things necessary to preserve and keep in full force and effect its existence, rights and privileges under the laws of the State and its right to own property or transact business in the State. Borrower further represents and warrants that it is, and, so long as any portion of the Loan shall remain unpaid, shall do all things necessary to continue to be, an entity which is formed or organized solely for the purpose of holding, directly, an ownership interest in the Project, does not engage in any business unrelated to such properties and the financing thereof, does not have any assets other than those related to its interest in the properties or the financing thereof or any indebtedness other than the Subordinate Loans, and as permitted by the Deed of Trust or the other Loan Documents, has its own separate books and records and its own accounts, in each case which are separate and apart from the books and records and accounts of any other entity and will maintain the same as official records, holds itself out as being an entity, separate and apart from any other entity and will conduct its business in its own name.

(c) Borrower will not fail to correct any known misunderstanding regarding the separate identity of Borrower.

(d) Borrower will not assume or guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of any other entity; will allocate fairly and reasonably any overhead for shared office space or facilities; will not pledge its assets for the benefit of any other person or entity; will not make loans to any person or entity; will not enter into or be a party to any transaction with its partners or its or their respective affiliates except (a) pursuant to its Partnership Documents as they exist as of the date of this Loan Agreement; or (b) in the ordinary course of business and on terms which are no less favorable to Borrower than would be obtained in a comparable arm's-length transaction with an unrelated third party.

(e) Any firm, corporation or partnership which can make the representations and warranties and satisfy the covenants set forth in this Section 8.4 shall constitute a "Single Purpose Entity".

ARTICLE 9. HAZARDOUS MATERIALS

9.1 SPECIAL REPRESENTATIONS AND WARRANTIES. Without in any way limiting the other representations and warranties set forth in this Loan Agreement, and after reasonable investigation and inquiry, Borrower hereby specially represents and warrants to the best of Borrower's knowledge as of the date of this Loan Agreement as follows:

(a) **Hazardous Materials.** Except as previously disclosed to Bondowner Representative in ///[(i) that certain Phase I Environmental Site Assessment dated as of May 9, 2018, prepared by Harris and Lee Environmental Sciences, LLC ("**Harris**") with respect to the property located at 1945-1949 Cavallo Road, Antioch, California, and (ii) that certain Phase I Environmental Site Assessment dated as of May 9, 2018, prepared by Harris with respect to the property located as 35-107 and 104-106 West 20th Street, Antioch, California (collectively, the "**Environmental Reports**")]/, the Property and Improvements are not and have not been a site for the use, generation, manufacture, storage, treatment, release, threatened release, discharge, disposal, transportation or presence of any oil, flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, hazardous wastes, toxic or contaminated substances or similar materials, including, without limitation, any substances which are "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "wastes," "regulated substances," "industrial solid wastes," or "pollutants" under the Hazardous Materials Laws, as described below, and/or other applicable environmental laws, ordinances and regulations (collectively, the "**Hazardous Materials**"). "Hazardous Materials" shall not include

commercially reasonable amounts of such materials used in the ordinary course of rehabilitation and/or operation of the Property which are used and stored in accordance with all applicable environmental laws, ordinances and regulations.

(b) **Hazardous Materials Laws**. The Property and Improvements are in compliance with all laws, ordinances and regulations relating to Hazardous Materials ("**Hazardous Materials Laws**"), including, without limitation: the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq.; the Comprehensive Environment Response, Compensation and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986, "CERCLA"), 42 U.S.C. Section 9601 et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651, the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 et seq.; the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. Section 801 et seq.; the Safe Drinking Water Act, as amended, 42 U.S.C. Section 300f et seq.; and all comparable state and local laws, laws of other jurisdictions or orders and regulations.

(c) **Hazardous Materials Claims**. There are no claims or actions ("**Hazardous Materials Claims**") pending or threatened against Borrower, the Property or Improvements by any governmental entity or agency or by any other person or entity relating to Hazardous Materials or pursuant to the Hazardous Materials Laws.

9.2 **INTENTIONALLY OMITTED**.

9.3 **HAZARDOUS MATERIALS COVENANTS**. Borrower agrees as follows:

(a) **No Hazardous Activities**. Borrower shall not cause or permit the Property or Improvements to be used as a site for the use, generation, manufacture, storage, treatment, release, discharge, disposal, transportation or presence of any Hazardous Materials, except for use of such Hazardous Materials in the ordinary course of rehabilitating and/or operating a rental housing project subject to compliance with all Hazardous Materials Laws.

(b) **Compliance**. Borrower shall comply and cause the Property and Improvements to comply with all Hazardous Materials Laws.

(c) **Notices**. Borrower shall immediately notify Bondowner Representative in writing of: (i) the discovery of any Hazardous Materials on, under or about the Property and Improvements (except to the extent previously disclosed in the Environmental Reports, provided, however, that Borrower shall be obligated to deliver to Bondowner Representative notice of any further developments related to such previously disclosed Hazardous Materials); (ii) any knowledge by Borrower that the Property and Improvements do not comply with any Hazardous Materials Laws (except to the extent previously disclosed in the Environmental Reports, provided, however, that Borrower shall be obligated to deliver to Bondowner Representative notice of any further developments related to such previously disclosed non-compliance); (iii) any Hazardous Materials Claims; and (iv) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property, Improvements or any part thereof to violate Hazardous Materials Laws.

(d) **Remedial Action**. In response to the presence of any Hazardous Materials on, under or about the Property or Improvements, Borrower shall immediately take, at Borrower's sole expense, all remedial action required by any Hazardous Materials Laws or any judgment, consent decree, settlement or compromise in respect to any Hazardous Materials Claims.

9.4 **INSPECTION BY BONDOWNER REPRESENTATIVE**. Upon reasonable prior notice to Borrower, Bondowner Representative, its employees and agents, may from time to time (whether

before or after the commencement of a nonjudicial or judicial foreclosure proceeding) enter and inspect the Property and Improvements for the purpose of determining the existence, location, nature and magnitude of any past or present release or threatened release of any Hazardous Materials into, onto, beneath or from the Property and Improvements.

9.5 HAZARDOUS MATERIALS INDEMNITY. BORROWER HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS BONDOWNER REPRESENTATIVE AND ISSUER, AND EACH OF THEIR RESPECTIVE GOVERNING BODIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, ACTIONS, JUDGMENTS, COURT COSTS AND LEGAL OR OTHER EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES), WHICH BONDOWNER REPRESENTATIVE OR ISSUER MAY INCUR AS A DIRECT OR INDIRECT CONSEQUENCE OF THE USE, GENERATION, MANUFACTURE, STORAGE, DISPOSAL, THREATENED DISPOSAL, TRANSPORTATION OR PRESENCE OF HAZARDOUS MATERIALS, EXCEPT ARISING FROM THE INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN, ON, UNDER OR ABOUT THE PROPERTY OR IMPROVEMENTS. BORROWER SHALL IMMEDIATELY PAY TO BONDOWNER REPRESENTATIVE OR ISSUER, AS APPLICABLE, UPON DEMAND ANY AMOUNTS OWING UNDER THIS INDEMNITY, TOGETHER WITH INTEREST FROM THE DATE THE INDEBTEDNESS ARISES UNTIL PAID AT THE RATE OF INTEREST APPLICABLE TO THE PRINCIPAL BALANCE OF THE NOTE. BORROWER'S DUTY AND OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS BONDOWNER REPRESENTATIVE AND ISSUER SHALL SURVIVE THE CANCELLATION OF THE NOTE AND THE RELEASE, RECONVEYANCE OR PARTIAL RECONVEYANCE OF THE DEED OF TRUST.

9.6 LEGAL EFFECT OF SECTION. Borrower and Bondowner Representative agree that: (a) this Article 9 is intended as Bondowner Representative's written request for information (and Borrower's response) concerning the environmental condition of the real property security as required by California Code of Civil Procedure §726.5; and (b) each provision in this Article (together with any indemnity applicable to a breach of any such provision) with respect to the environmental condition of the real property security is intended by Issuer, Bondowner Representative and Borrower to be an "environmental provision" for purposes of California Code of Civil Procedure §736, and as such it is expressly understood that Borrower's duty to indemnify Issuer and Bondowner Representative hereunder shall survive: (i) any judicial or non-judicial foreclosure under the Deed of Trust, or transfer of the Property in lieu thereof; (ii) the release and reconveyance or cancellation of the Deed of Trust; and (iii) the satisfaction of all of Borrower's obligations under the Loan Documents.

9.7 ///RADON TESTING. Upon completion of the rehabilitation of the Improvements, Borrower shall cause each building in the Project to be tested for radon gas by an environmental consultant approved by Bondowner Representative. The radon testing shall be conducted (a) by an environmental consultant approved by Bondowner Representative, (b) in at least ten percent (10%) of the lowest level residential units in the Project, (c) in not less than one (1) unit in each building of the Project, and (d) in living rooms, dens or bedrooms (and not in bathrooms, kitchens, hallways or closets), and the results of such tests shall be set forth in a written report, in form and substance approved by Bondowner Representative. If such report discloses radon levels in excess of applicable federal, state or local health and safety guidelines ("**Applicable Guidelines**"), Borrower shall, at its sole cost and expense, take all necessary actions to reduce radon levels to a level below the Applicable Guidelines and shall deliver to Bondowner Representative an updated written report confirming such reduction in radon levels.///

9.8 ///ASBESTOS AND LEAD BASED PAINT. Upon completion of the rehabilitation of the Improvements, Borrower shall deliver to Bondowner Representative a report prepared by an environmental consultant approved by Bondowner Representative and RETECHS, in form and substance approved by Bondowner Representative and RETECHS, confirming the completion of the abatement work with respect to the Regulated Building Materials and impacted soil at the Project in accordance with the Environmental Reports and all applicable federal, state and local laws, rules and regulations.///

ARTICLE 10. SET ASIDE LETTERS

10.1 SET ASIDE LETTERS. If, at Borrower's request, Bondowner Representative issues any letter or letters ("**Set Aside Letter**") to any governmental agency ("**Obligee**") or bonding company ("**Surety**") whereby Bondowner Representative agrees to allocate Loan proceeds for the construction of off-site, common area, or other improvements required by any governmental agency or for which bonds may be required ("**Bonded Work**") in connection with the development of the Property, Borrower represents, warrants, covenants and agrees as follows:

(a) The sum which Borrower requests Bondowner Representative to allocate for the Bonded Work shall be sufficient to pay for the construction and completion cost of the Bonded Work in accordance with any agreement between Borrower and Obligee and a copy of such agreement shall be furnished to Bondowner Representative by Borrower prior to and as a condition precedent to the issuance by Bondowner Representative of any Set Aside Letter;

(b) Bondowner Representative is irrevocably and unconditionally authorized to disburse to the Obligee or Surety all or any portion of said allocated Loan proceeds upon a demand of such Surety or Obligee made in accordance with the terms and conditions of the Set Aside Letter;

(c) Any disbursements or payments which Bondowner Representative makes or may be obligated to make under any Set Aside Letter, whether made directly to the Surety, Obligee, or to others for completion of all or part of the Bonded Work, shall be deemed a disbursement under this Loan Agreement to or for the benefit or account of Borrower;

(d) BORROWER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS BONDOWNER REPRESENTATIVE FROM ANY CLAIM, DEMAND, CAUSE OF ACTION, DAMAGE, LOSS OR LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY COURT COSTS AND REASONABLE ATTORNEYS' FEES AND EXPENSES, WHICH BONDOWNER REPRESENTATIVE MAY SUFFER OR INCUR AS A DIRECT OR INDIRECT CONSEQUENCE OF ITS ISSUANCE OF OR COMPLIANCE WITH ANY REQUESTED SET ASIDE LETTER. BORROWER SHALL PAY ANY INDEBTEDNESS ARISING UNDER THIS INDEMNITY TO BONDOWNER REPRESENTATIVE IMMEDIATELY UPON DEMAND OF BONDOWNER REPRESENTATIVE. BORROWER'S DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS BONDOWNER REPRESENTATIVE HEREUNDER SHALL SURVIVE THE RELEASE AND CANCELLATION OF THE NOTE AND THE FULL OR PARTIAL RELEASE OR RECONVEYANCE OF THE DEED OF TRUST OR OTHER LOAN DOCUMENTS;

(e) Bondowner Representative shall have no obligation to release any collateral or security under the Loan Documents unless and until Bondowner Representative has received a full and final written release of its obligations under each Set Aside Letter; and

(f) The fee for issuing each Set Aside Letter hereunder shall be one and one-half percent (1.50%) per annum of the Set Aside Letter amount.

ARTICLE 11. COVENANTS OF BORROWER

11.1 COMPLIANCE WITH COVENANTS. So long as this Loan Agreement continues in effect, and until the full and final repayment of the Loan and all indebtedness of Borrower to Bondowner Representative, Borrower shall keep each of the covenants set forth below, elsewhere herein, in the Loan Documents, in the Hazardous Materials Indemnity Agreement (Unsecured), in the Indenture, in the Regulatory Agreements, and in the documents relating to the LIHTC. Borrower shall comply with all existing and future laws, regulations, orders, building restrictions and requirements of, and all agreements with and commitments to, all governmental, judicial or legal authorities having jurisdiction over the Property, including those pertaining to the sale, leasing or financing of the Property, and with all

covenants and restrictions, whether recorded or not, affecting the Property (all of which shall be considered part of the Requirements).

11.2 EXPENSES. Borrower shall immediately pay Bondowner Representative upon demand all costs and expenses incurred by Bondowner Representative in connection with: (a) the preparation of this Loan Agreement, all other Loan Documents, and Other Related Documents contemplated hereby; (b) the administration of this Loan Agreement, the Indenture, the other Loan Documents and Other Related Documents for the term of the Loan; (c) the enforcement or satisfaction by Bondowner Representative of any of Borrower's obligations under this Loan Agreement, the other Loan Documents, the Indenture, or the Other Related Documents and (d) any revisions, extensions, renewals, refinancings, additional disbursements or "workouts" of the Loan, and in the exercise of any of Bondowner Representative's rights or remedies under this Loan Agreement. For all purposes of this Loan Agreement, Bondowner Representative's costs and expenses shall include, without limitation, all recording and escrow charges, appraisal fees, mortgage taxes, cost engineering and inspection fees, legal fees and expenses, administration/documentation expenses (including without limitation photocopying, postage, telephone, messenger, fax, private express mail, etc.), accounting fees, environmental consultant fees, auditor fees, UCC filing fees and UCC vendor fees, flood certification vendor fees, tax service vendor fees and the cost to Bondowner Representative of any recording and filing fees, escrow fees, title insurance premiums, title surveys, survey invoices, legal fees, appraisal and inspection fees, reconveyance and notary fees. Borrower recognizes and agrees that formal written appraisals of the Property and Improvements by a licensed independent appraiser may be required by Bondowner Representative's internal procedures and/or federal regulatory reporting requirements on an annual and/or specialized basis and that Bondowner Representative may, at its option, require inspection of the Property and Improvements by an independent supervising architect and/or cost engineering specialist: (i) prior to each advance; (ii) at least once each month during the course of rehabilitation even though no disbursement is to be made for that month; (iii) upon completion of the Improvements; and (iv) at least semi-annually thereafter. At its option, Bondowner Representative may make disbursements from the Loan to cover any expenses or charges which are to be borne by Borrower, including, but not limited to, the cost of any required inspections and/or certifications. If any of the services described above are provided by an employee of Bondowner Representative, Bondowner Representative's costs and expenses for such services shall be calculated in accordance with Bondowner Representative's standard charge for such services.

11.3 ERISA COMPLIANCE. Borrower shall at all times comply with the provisions of ERISA with respect to any retirement or other employee benefit plan to which it is a party as employer, and as soon as possible after Borrower knows, or has reason to know, that any Reportable Event (as defined in ERISA) with respect to any such plan of Borrower has occurred, it shall furnish to Bondowner Representative a written statement setting forth details as to such Reportable Event and the action, if any, which Borrower proposes to take with respect thereto, together with a copy of the notice of such Reportable Event furnished to the Pension Benefit Guaranty Corporation.

11.4 TAX CREDIT INVESTMENT. Pursuant to the terms and conditions of the Partnership Agreement, Investor Limited Partner has obtained a limited partnership interest in the Borrower and is obligated to make Capital Contributions to the Borrower. The Borrower shall: (a) timely satisfy its obligations and cause General Partner to timely satisfy its obligations required for the funding of the Capital Contributions; (b) not commit any breach or default prior to Conversion under the Partnership Agreement; (c) maintain the Partnership Agreement in full force and effect until all sums owing to Bondowner Representative with respect to the Loan as a condition to Conversion have been paid; and (d) not consent to any termination, amendment or modification of the Partnership Agreement without Bondowner Representative's prior written consent (not to be unreasonably withheld) or as otherwise permitted under the terms of the Loan Agreement; provided, however, that any amendment or modification of the Partnership Agreement that solely effectuates a Permitted Transfer shall be permitted without Bondowner Representative's prior written consent, so long as, within ten (10) days thereafter, Borrower notifies Bondowner Representative in writing and delivers Bondowner Representative a copy of such amendment or modification, and (e) except for the Initial Capital Contribution and except as

otherwise expressly provided for herein, not use any of the proceeds of the Capital Contributions for any purpose other than for payment to Bondowner Representative until Conversion has occurred.

11.5 OTHER INVESTMENT IN BORROWER. Any investments in or contributions to Borrower (other than the Capital Contributions) required to be made by any shareholder, general partner or limited partner, as the case may be, shall be made at the times and on the terms and conditions set forth in any documents or agreements so providing as such documents or agreements exist as of the Effective Date.

11.6 TAX EXEMPTION. Borrower shall, when eligible to do so, take all action necessary to qualify for, and obtain and maintain the maximum exemption from all general property taxes for the property under the California Revenue and Taxation Code Section 214(g) (the "**Property Tax Exemption**"). In addition, Borrower shall take, or cause managing General Partner to take, all actions necessary to obtain and maintain tax exempt status pursuant to Section 501(c)(3) of the Code.

11.7 PROCEEDS OF THE CAPITAL CONTRIBUTIONS. Other than the Initial Capital Contribution and until Conversion, none of the proceeds of the Capital Contributions shall be used for any purpose other than for payment to Bondowner Representative or payment of Project Costs until all sums owing to Bondowner Representative under the Loan Documents have been paid in full, unless Bondowner Representative consents in writing to such other use. Further, Borrower covenants and agrees that it will comply and cause its General Partner to comply with all obligations and requirements under its Partnership Documents necessary to cause the Investor Limited Partner to timely fund all Capital Contributions to Borrower for payment to Bondowner Representative. After the Closing Date until Conversion, on or before the dates Investor Limited Partner is required to fund the Capital Contributions under Section 1.1 hereof, Borrower shall pay and deliver to Bondowner Representative, or direct Investor Limited Partner to pay such Capital Contribution directly to Bondowner Representative, to either pay down the Loan or apply such Capital Contributions to Project Costs in accordance with the Disbursement Budget.

11.8 LEASING. After completion of the rehabilitation of the Improvements, Borrower shall lease one hundred percent (100%) of the Improvements (other than the manager's unit(s)) to tenants and such leases will be at rental rates consistent with the low income, tenant selection, and rent requirements of TCAC, the Regulatory Agreements, the HUD Documents and any other Restrictions, with one unrestricted manager's unit permitted.

11.9 APPROVAL OF LEASES. All leases and renewals of leases of all or any part of the Property and Improvements entered into after the Effective Date shall be upon terms consistent with the Approved Form. All standard lease forms, and any material deviation from the Approved Form shall be approved by Bondowner Representative, and if required pursuant to agreements with Investor Limited Partner, by Investor Limited Partner, in writing prior to execution of any such lease. All residential leases (on the Approved Form), and other leases, rental agreements or residency agreements entered into by Borrower, and all indebtedness arising thereunder or secured thereby, shall contain a provision stating that such leases and such tenants' rights thereunder are unconditionally junior and subordinate to the Regulatory Agreements, the Deed of Trust and the other Loan Documents, and all indebtedness arising thereunder or secured thereby.

11.10 INCOME TO BE APPLIED TO DEBT SERVICE. Borrower shall first apply all income from leases, and all other income derived from the Property, to pay costs and expenses associated with the ownership, maintenance, development, operation, and marketing of the Borrower's interest in the Property and the Improvements, including all amounts then required to be paid under the Loan Documents, before using or applying such income for any other purpose. Prior to Conversion, (a) all Net Operating Income shall be used first to pay monthly interest payments coming due under the Loan, other amounts payable under the Loan Documents and expenses of rehabilitation and operation of the Property, except as otherwise provided in the Loan Documents, and (b) except for payments of developer fees permitted hereunder, Borrower may not distribute any income to any of its members, partners, or shareholders, allow any member, partner, or shareholder to withdraw capital or make any payments on

indebtedness owed to any member, partner, or shareholder. After the Conversion Date, Borrower may not distribute any income to any of its members, partners, or shareholders, allow any member, partner, or shareholder to withdraw capital, or make any payments on indebtedness owed to any member, partner, or shareholder, unless all property expenses then due have been paid in full.

11.11 SUBDIVISION MAPS. Prior to recording any final map, plat, parcel map, lot line adjustment or other subdivision map of any kind covering any portion of the Property (collectively, "**Subdivision Map**"), Borrower shall submit such Subdivision Map to Bondowner Representative for Bondowner Representative's review and approval, which approval shall not be unreasonably withheld. Within ten (10) Business Days after Bondowner Representative's receipt of such Subdivision Map, Bondowner Representative shall provide Borrower written notice if Bondowner Representative disapproves of said Subdivision Map. Bondowner Representative shall be deemed to have approved the Subdivision Map if such notice is not provided to Borrower. Within five (5) Business Days after Bondowner Representative's request, Borrower shall execute, acknowledge and deliver to Bondowner Representative such amendments to the Loan Documents as Bondowner Representative may reasonably require to reflect the change in the legal description of the Property resulting from the recordation of any Subdivision Map. In connection with and promptly after the recordation of any amendment or other modification to the Deed of Trust recorded in connection with such amendments, Borrower shall deliver to Bondowner Representative, at Borrower's sole expense, a title endorsement to the Title Policy in form and substance satisfactory to Bondowner Representative insuring the continued first priority lien of the Deed of Trust, subject only to the Permitted Prior Encumbrances. Subject to the execution and delivery by Borrower of any documents required under this Section, Bondowner Representative shall, if required by applicable law, sign any Subdivision Map approved, or deemed to be approved, by Bondowner Representative pursuant to this Section.

11.12 OPINION OF LEGAL COUNSEL. Borrower shall provide, at Borrower's expense, on the Closing Date and on the Conversion Date, if requested by Bondowner Representative, an opinion of legal counsel in form and content satisfactory to Bondowner Representative which opinion shall be transferable and shall state that Bondowner Representative's successors and assigns as holder of the Note are permitted to rely on the opinion, to the effect that: (a) upon due authorization, execution and recordation or filing as may be specified in the opinion, each of the Loan Documents shall be legal, valid and binding instruments, enforceable against the makers thereof in accordance with their respective terms; (b) Borrower is duly formed and has all requisite authority to enter into the Loan Documents; and (c) such other matters, incident to the transactions contemplated hereby, as Bondowner Representative may reasonably require.

11.13 FURTHER ASSURANCES. Upon Bondowner Representative's request and at Borrower's sole cost and expense, Borrower shall execute, acknowledge and deliver any other instruments and perform any other acts necessary, desirable or proper, as determined by Bondowner Representative, to carry out the purposes of this Loan Agreement and the other Loan Documents or to perfect and preserve any liens created by the Loan Documents; provided, however that no such instrument or action shall materially change the economic terms of the Loan Documents or expand the obligations of Borrower hereunder.

11.14 ASSIGNMENT. Without the prior written consent of Bondowner Representative, Borrower shall not assign Borrower's interest under any of the Loan Documents, or in any monies due or to become due thereunder, and any assignment without such consent shall be void. In this regard, Borrower acknowledges that Bondowner Representative would not make this Loan except in reliance on Borrower's expertise, reputation, prior experience in developing and constructing commercial real property, Bondowner Representative's knowledge of Borrower, and Bondowner Representative's understanding that this Loan Agreement is more in the nature of an agreement involving personal services than a standard loan where Bondowner Representative would rely on security which already exists. Bondowner Representative shall not unreasonably withhold its consent to a transfer to Developer pursuant to the purchase option and right of first refusal to be granted to Developer in connection with the Partnership Agreement.

11.15 COMPLIANCE WITH LAWS. Borrower shall comply with all laws and requirements of Governmental Authorities and all rights of third parties, relating to the Property or Borrower's business or other properties, and deliver to Bondowner Representative from time to time, within 10 days of Bondowner Representative's request therefor, evidence satisfactory to Bondowner Representative that Borrower has complied with any such law, requirement or right.

11.16 MAINTENANCE AND SECURITY FOR PROJECT. Borrower shall maintain the Project in good condition and repair subject to reasonable wear and tear (such condition and repair to be consistent with that of competing properties), take all measures reasonably required by Bondowner Representative to protect the physical security of the Project, and not permit any waste or damage with respect to the Project.

11.17 NOTICE OF CERTAIN MATTERS. Borrower shall give notice to Bondowner Representative and the Issuer, within 7 days of Borrower's actual knowledge thereof, of each of the following:

- (a) any litigation or claim of any kind affecting or relating to Borrower or to Guarantor until the Conversion Date, and involving an amount in excess of \$50,000.00, and any litigation or claim of any kind that might subject Borrower to liability in excess of \$50,000.00, whether covered by insurance or not;
- (b) any aspect of the Project that is not in conformity with the Plans and Specifications in a material respect;
- (c) the creation or imposition of any mechanic's lien, materialmen's lien or other lien against the Project unless Borrower shall post statutory bonds or other security satisfactory to Bondowner Representative sufficient to cause the removal of such lien;
- (d) the occurrence of any default that remains uncured beyond any applicable notice and cure period by Borrower or any other party under any agreement relating to the development of the Project, or the receipt by Borrower of any notice of default under any agreement relating to the development of the Project;
- (e) the occurrence of any dispute between Borrower and any Governmental Authority relating to the Project, the adverse determination of which might materially affect the Project;
- (f) the occurrence of any threat or commencement of proceedings in condemnation or eminent domain relating to Borrower's ownership of the Project;
- (g) the use of any trade name hereafter used by Borrower in connection with the Project, other than the use of the trade name selected by Borrower prior to lease-up and occupancy of the Project;
- (h) any change in Borrower's principal place of business;
- (i) the occurrence of any Default or event which, with the giving of notice or the passage of time or both, would constitute a Default;
- (j) the occurrence of any "Default" or "Event of Default" under the AHAP Contract, any HAP Contract, any HUD Document, any Subordinate Loan Document or any Restrictions, or the receipt by Borrower of any notice of "Default" or "Event of Default" under the AHAP Contract, any HAP Contract, any HUD Documents, any Subordinate Loan Document or any Restrictions;

(k) the occurrence of any other event or condition causing a material adverse change in the financial condition or operations of Borrower, or in the physical condition of the Property; and

(l) any communication, whether written or oral, that Borrower may receive from any governmental, judicial or legal authority, giving notice of any claim or assertion that the Property fail in any material respect to comply with any of the Requirements or any applicable governmental law,

11.18 LIENS ON PROPERTY. Borrower shall not cause or suffer to become effective any lien, restriction or other title limitation affecting any part of the Property other than mechanics' liens permitted pursuant to Section 4.3(g), the Regulatory Agreements, the Deed of Trust, the Permitted Encumbrances, the regulatory agreements and deeds of trust relating to the Subordinate Loans and any other liens or encumbrances previously approved by Bondowner Representative in writing and the inchoate liens securing the payment of taxes and assessments not delinquent. Borrower acknowledges that, with any project of the magnitude of the Project, modifications of the Plans and Specifications and Loan Documents may be necessary from time to time and that the existence of junior lienholders, who would be required to consent to such modifications in order to protect the priority of the lien of the Deed of Trust, could impair the expeditious completion of the Project, to the detriment of all parties.

11.19 PROHIBITION OF TRANSFER.

(a) Borrower represents, agrees and acknowledges that:

(i) Development of real property is a highly complex activity which requires substantial knowledge of law and business conditions and practices, and an ability to control, coordinate and schedule the many factors affecting such development. Experience, financial stability, managerial ability and a good reputation in the business community enhance a developer's ability to obtain market rents (or maximum permissible rents pursuant to the Regulatory Agreements) and/or sales prices (if applicable) and to induce cooperation in scheduling and are taken into account by Bondowner Representative in approving loan applications.

(ii) Borrower has represented to Bondowner Representative, not only in the representations and warranties contained in the Loan Documents, but also in its initial credit application and in all of the negotiations connected with the Loan, certain facts concerning Borrower's financial stability, managerial and operational ability, reputation, skill, and creditworthiness. Bondowner Representative has relied upon these representations and warranties as a substantial and material consideration in its decision to enter into this Loan Agreement.

(iii) The conditions and terms provided in this Loan Agreement were induced by these representations and warranties and would not have been made available by Bondowner Representative in the absence of these representations and warranties.

(iv) Borrower's financial stability and managerial and operational ability and that of those persons or entities having a direct or beneficial interest in Borrower are a substantial and material consideration to any third parties who have entered or will enter into agreements with Borrower.

(v) Bondowner Representative has relied upon the skills and services offered by such third parties and the provision of such skills and services

is jeopardized if Borrower breaches its covenants contained below regarding transfers.

- (vi) Except as otherwise permitted under Section 11.19(b), a transfer of possession of or title to the Property, or a change in the person or entity operating, developing, constructing or managing the Property would substantially increase the risk of Default under the Loan Documents and significantly and materially impair and reduce Bondowner Representative's security for the obligations under this Loan Agreement.

(b) In consideration of Bondowner Representative's induced reliance on such representations, warranties and agreements, Borrower shall not make any transfer prohibited by Section 5.12 of the Deed of Trust. Bondowner Representative acknowledges that Borrower will grant or may grant an option to purchase the Project during year fifteen (15) of the Tax Credit compliance period and a right of first refusal with respect to transfers of the Project to the General Partner of the Borrower. The grant of such option and/or such right of first refusal shall not constitute a violation of this Section 11.19, but any purchase of the Project pursuant to such option or right of first refusal shall constitute a violation of this Section 11.19 unless such purchase is approved by Bondowner Representative or permitted pursuant to the Loan Documents.

(c) Without the prior written consent of Bondowner Representative, Borrower shall not assign Borrower's interest under any of the Bond Documents or Loan Documents, or in any monies due or to become due thereunder, and any assignment without such consent shall be void.

(d) Notwithstanding any other provision of this Loan Agreement or the other Loan Documents to the contrary:

- (i) The Investor Limited Partner of the Borrower shall be permitted to remove the general partner of Borrower for cause and substitute a new general partner in its place in accordance with the terms and conditions of the Partnership Agreement; provided, however, that (A) Investor Limited Partner shall obtain the prior written consent of Bondowner Representative to such removal and substitution, which consent shall not be unreasonably withheld; provided, however, that no such consent shall be required if the substitute general partner is an Investor Affiliate; (B) Investor Limited Partner can demonstrate to Bondowner Representative's reasonable satisfaction that the Loan is "in balance" notwithstanding any loss of property tax exemption which may result in such substitution, (C) the substitute general partner is admitted no later than sixty (60) days after the date of removal of the general partner or such longer period of time as Bondowner Representative may consent to, and (D) the substitute general partner shall execute and deliver to Bondowner Representative such documents as Bondowner Representative may reasonably require in order to evidence its assumption of all of the rights and obligations of the removed general partner under all the Loan Documents.

- (ii) The Investor Limited Partner may make a transfer of its interest in Borrower as a result of the exercise of the purchase option granted to General Partner or an affiliate of General Partner as set forth in the Partnership Documents.

- (iii) The Investor Limited Partner may make a Permitted Transfer of its interest in Borrower to an Investor Affiliate.

11.20 MANAGEMENT OF PROPERTY. Without the prior written consent of Bondowner Representative, Borrower shall not enter into any agreement providing for the management, leasing or operation of the Property or Improvements. Bondowner Representative hereby approves of the Property Management Agreement by and between Borrower and the Property Manager. During the term of the Loan, Property Manager shall provide management for the Property, pursuant to the Property Management Agreement. Borrower shall not (i) amend, modify or waive any default under the Property Management Agreement, or any successor thereof, without Bondowner Representative's prior written consent, or (ii) dismiss or replace the Property Manager without Bondowner Representative's prior written consent.

11.21 PARTNERSHIP DOCUMENTS; NO AMENDMENTS. Borrower shall fully comply with and perform all of the obligations of Borrower under the Partnership Documents. Subject to Section 8.4(a), Borrower shall not amend, modify or terminate any of the following documents without Bondowner Representative's prior written consent and shall keep in full force and effect the following documents:

- (a) the Partnership Documents;
- (b) the Subordinate Loan Documents;
- (c) the AHAP Contract and any HAP Contract; and
- (d) the HUD Documents.

Notwithstanding the foregoing, General Partner and Investor Limited Partner shall be entitled to amend the Partnership Agreement without Bondowner Representative's prior written consent (i) to effectuate any transfer and admission which is otherwise permitted without consent hereunder or under the Deed of Trust, (ii) to correct scrivener's errors in the Partnership Agreement, or (iii) to conform the Partnership Agreement to the requirements of Section 42 of the Internal Revenue Code and the regulations promulgated thereunder, or the requirements of TCAC. After any change to the Partnership Agreement, whether it requires Bondowner Representative's consent or not, Borrower shall promptly provide a revised version thereof to Bondowner Representative. Further, during the term of the Loan, no General Partner shall jeopardize in a material way the Property or the financial viability of the Borrower by (i) violating its fiduciary responsibilities under the Partnership Agreement, or (ii) willfully violating any law, regulation or order applicable to the Borrower, and such violations are not remedied or cured as permitted, in the time frames provided, under the Partnership Agreement. Borrower shall notify Bondowner Representative and promptly deliver to Bondowner Representative copies of all written notices by any party under the Partnership Agreement. All funds received by Borrower from the Capital Contributions of Investor Limited Partner pursuant to the Partnership Documents until Conversion has occurred, except for a portion which Bondowner Representative expressly agrees may be used to pay certain syndication fees, developer fees and other permitted Project Costs, as set forth in Exhibit C attached hereto, are to be paid promptly to Bondowner Representative for application to costs of rehabilitation of the Improvements and other approved development expenses, payment of developer fees, funding of the Operating Reserve or repayment of the Loan as set forth in this Loan Agreement.

Borrower shall not (i) allow or enable Borrower to issue any partnership interests or equity interests other than as set forth in the Partnership Agreement; (ii) dissolve the Borrower; (iii) cause the removal or replacement of General Partner other than as provided in Sections 11.19(b), 11.19(d) or 15.41; or (iv) except as otherwise permitted under the terms of the Partnership Agreement, materially reduce the amount of the Capital Contributions or alter the time for payment or impair or alter the obligations of the Investor Limited Partner to make or fully fund Capital Contributions in the amounts required pursuant to the definition of "Capital Contributions" in Section 1.1 of this Loan Agreement, provided however that this Section 11.21 shall not prevent the Borrower from accepting any Capital Contributions under the Partnership

Agreement; and the Partnership Documents shall remain in full force and effect until all sums owing with respect to the Loan have been paid, subject to any purchase of Limited Partner's interests in Borrower upon the terms and conditions set forth in this Loan Agreement.

11.22 RESTRICTIONS. Except for the HUD Use Agreement, the Regulatory Agreements, the City Regulatory Agreements, the County Regulatory Agreements, and an extended use agreement pursuant to Section 15.44 with the State of California, acting through TCAC, Borrower shall not execute any agreement or document to restrict the use of the Improvements (or which otherwise limit development or sale of the Property or Improvements) other than as expressly consented to by Bondowner Representative, and, except for the Regulatory Agreements, any such restrictions are, and shall remain subordinate to the Deed of Trust and repayment of the Loan and shall not bind any transferee of the Property who receives title to the Property after foreclosure under the Deed of Trust, or obtains title by deed in lieu of foreclosure under the Deed of Trust.

11.23 TAXES AND IMPOSITIONS. Subject to Borrower's right to claim exemptions under California Revenue and Taxation Code Section 214, Borrower shall pay or cause to be paid, prior to delinquency, all of the following (collectively, the "**Impositions**"): (a) all general and specific real property taxes and assessments imposed on the Property; (b) all other taxes and assessments and charges of every kind that are assessed upon the Property (or upon the owner and/or operator of the Property) and that create or may create a lien upon the Property (or upon any personal property or fixtures used in connection with the Property), including without limitation nongovernmental levies and assessments pursuant to applicable covenants, conditions or restrictions; and (c) all license fees, taxes and assessments imposed on Bondowner Representative (other than Bondowner Representative's income or franchise taxes) which are measured by or based upon (in whole or in part) the amount of the obligations secured by the Property. If permitted by law, Borrower may pay or cause to be paid any Imposition in installments (together with any accrued interest). Borrower shall not be required to pay or cause to be paid any Imposition so long as (d) its validity is being actively contested in good faith and by appropriate proceedings, (e) Borrower has demonstrated to Bondowner Representative's reasonable satisfaction that leaving such Imposition unpaid pending the outcome of such proceedings could not result in conveyance of the Property in satisfaction of such Imposition or otherwise impair Bondowner Representative's interests under the Loan Documents and (f) if Bondowner Representative shall so request, Borrower has furnished Bondowner Representative with a bond or other security satisfactory to Bondowner Representative in an amount not less than 100% of the applicable claim. Upon demand by Bondowner Representative from time to time, Borrower shall (g) deliver to Bondowner Representative, within 30 days following the due date of Imposition, evidence of payment or other satisfaction of such Imposition reasonably satisfactory to Bondowner Representative and (h) furnish to Bondowner Representative a tax reporting service for the Property of a type and duration, and with a company reasonably satisfactory to Bondowner Representative. The sole member of Borrower's General Partner shall take all actions necessary to obtain and maintain tax exempt status pursuant to 501(c)(3) of the code.

11.24 COMPLIANCE WITH LIHTC. Neither General Partner nor Investor Limited Partner shall commit a breach or default under the Partnership Agreement and the Partnership Agreement shall remain in full force and effect until all sums owing with respect to the Loan have been repaid in full.

Borrower further covenants and agrees:

(a) To observe and perform all obligations imposed on Borrower in connection with the LIHTC, including, without limitation, the obligation to have the Property "placed in serve" (within the meaning of Section 42 of the Code) in a timely manner, and to operate the residential units of the Property or to use Borrower's best efforts to cause the appropriate parties to operate the same in accordance with all statutes and regulations governing the LIHTC;

(b) Not to release, forego, alter, amend or modify its rights to the LIHTC without Bondowner Representative's prior written consent, which Bondowner Representative may give or withhold in Bondowner Representative's reasonable discretion;

(c) Not to execute any residential lease of all or any portion of the Property or Improvements which are required to be occupied by low and very-low income tenants that does not comply fully with all requirements and regulations governing the LIHTC, except with Bondowner Representative's prior written consent, which Bondowner Representative may give or withhold in its sole and absolute discretion;

(d) To cause to be kept all records, and cause to be made all elections and certifications, pertaining to the number and size of apartment units, occupancy thereof by tenants, income level of tenants, set-asides for low-income tenants, and any other matters now or hereafter required to qualify for and maintain the LIHTC in connection with the low-income occupancy of the Property.

(e) To comply with the appropriate minimum low-income set-aside requirements under the Internal Revenue Code or applicable federal regulations ("**Federal Laws**") imposed by TCAC, and all California laws and regulations ("**State Laws**") applicable to the creation, maintenance and continued availability of the LIHTC;

(f) To certify compliance with the set-aside requirement and report the dollar amount of qualified basis and maximum applicable percentage, date of placement in service and any other information required for the LIHTC at such time periods as required by Federal Laws, TCAC or State Laws for such LIHTC;

(g) To set aside the appropriate number of units for households with incomes meeting the required standards of the Contra Costa County median income under the Regulatory Agreements and the other Restrictions, in order to qualify for the LIHTC (as determined pursuant to Section 42 of the Code and/or State Laws), adjusted for family size, and to operate and maintain all such units as "low-income units" qualifying for the LIHTC under Section 42(i)(3) of the Code and/or State Laws;

(h) To exercise good faith in all activities relating to the operation and maintenance of the Property in accordance with the requirement of Federal Laws and State Laws; and

(i) To promptly deliver to Bondowner Representative true and correct copies of all notices or other documents or communications received or given by Borrower with regard to or relating in any way to the partnership interests, the LIHTC. Immediately upon receipt thereof, Borrower must deliver to Bondowner Representative a copy of the basis audit (as required by Section 42 of the Code) for the Property (including a certificate of Borrower's accountant or attorneys if requested by Bondowner Representative); the first annual income certification for all tenants of the Property showing that the tenants are qualified for purposes of Borrower's obtaining LIHTC; and the fully-completed Form 8609 (required by the Code) issued for the Property. Borrower must deliver promptly to Bondowner Representative such other certificates, income certificates, reports, and information as Bondowner Representative may request.

11.25 TAX CREDIT DOCUMENTATION. Borrower shall timely prepare or otherwise obtain and file with all appropriate agencies all documentation required in connection with qualifying for and obtaining the LIHTC. Borrower shall submit to Bondowner Representative, immediately upon receipt, a copy of each required document, including (but not necessarily limited to) each of the following: (a) verification, in form reasonably acceptable to Bondowner Representative, regarding the availability of LIHTC with respect to the Improvements in the approximate amount of \$579,487.00 annually for ten (10) years; (b) a certification in form acceptable to Bondowner Representative confirming the calculation of the amount of the LIHTC; (c) a copy of application for the LIHTC, together with receipts indicating payment of any required fees in connection with the LIHTC; (d) form of restriction agreement(s) with regard to the LIHTC as required by TCAC; (e) subsidy layering review required by Section 911 of the Housing and Community Development Act of 1992, if applicable; (f) all other written communications to or from TCAC and any other applicable governmental authority relating to the Property or the Improvements; in each case, provided that all or any portion of the Loan or any other sum to which Bondowner Representative

shall be entitled with respect to the Loan remains unpaid. Borrower shall also keep Bondowner Representative timely advised of all other contacts with TCAC and any other applicable governmental authority by or on behalf of Borrower with respect to the Property or the Improvements. Borrower shall further submit all documentation relating to the LIHTC and evidence of compliance to Bondowner Representative on an annual basis concurrently with the submission thereof to any applicable governmental authority, including, but not limited to, TCAC, which shall in any event occur in a timely manner as required in connection with the LIHTC.

11.26 ADDITIONAL FINANCING. Other than the sources of financing identified in this Loan Agreement, including the Subordinate Loans, Borrower shall not, without the prior written consent of Bondowner Representative, receive any other financing for the rehabilitation of the Improvements (other than partner loans permitted under the terms of the Partnership Agreement, provided that such partner loans do not further encumber the Property or Improvements) and shall not further encumber the Property or Improvements including without limitation, entering into a land sale contract, sale contract or leaseback or conditional sales contract for the Property or Improvements or any portion thereof.

11.27 PERMITS, LICENSES AND APPROVALS. Borrower shall properly obtain, comply with and keep in effect all governmental approvals, permits, certificates, licenses, inspections, consents and franchises (collectively, the "**Licenses**") necessary to continue to conduct its business and to own, market, occupy, lease and operate the Property and the Improvements, including without limitation, all Licenses related to environmental laws, and shall promptly deliver copies thereof to Bondowner Representative.

11.28 PUBLICITY. Bondowner Representative shall have the right to refer to the Property in its own promotional and advertising materials. Borrower shall not post signs identifying Bondowner Representative as its lender, or otherwise identify Bondowner Representative as its lender, except with Bondowner Representative's prior written consent in each instance.

11.29 AFFORDABILITY COVENANTS. Throughout the term of the Loan, the requisite number of residential apartment units in the Improvements shall rent at such rents, and to households having such incomes, as required by the most restrictive between the (i) Regulatory Agreements and (ii) any other use agreements, regulatory agreements or other restrictive agreements recorded against the Property, including but not limited to the HUD Use Agreement, the County Regulatory Agreements and the City Regulatory Agreements, and (iii) any agreements, restrictions or other Requirements to which Borrower or the Property may be subject, including (but not limited to) those of the State of California, acting through TCAC in connection with an allocation of the LIHTC. The foregoing rent and income restrictions shall apply to the Property for so long as the Loan or any portion thereof remains outstanding or such later time as may be provided under the foregoing documents. Each year during the term of the Loan, Borrower shall provide Bondowner Representative with a copy of Borrower's annual tenant and rent certification and qualification report made (i) to any subordinate lender or the Housing Authority, (ii) pursuant to the Regulatory Agreements, (iii) to TCAC in connection with the tax credit allocation, and (iv) those governmental agencies charged with determining Borrower's compliance with regulations applicable to the LIHTC claimed by Borrower for the Property.

11.30 SUBORDINATION OF INDEBTEDNESS AND REGULATORY RESTRICTIONS. To the fullest extent allowed by law, any deed of trust, mortgage, regulatory agreement, covenant or restrictive agreement or other instrument evidencing, securing or related to any financing or regulatory requirements imposed by TCAC or any other party on Borrower or the Property, and any obligations related thereto, shall be and remain subordinate to the Loan, and shall be subordinated to the Deed of Trust by an instrument or instruments satisfactory to Bondowner Representative and its counsel, with the exception of the HUD Use Agreement, the Regulatory Agreements and the other Permitted Prior Encumbrances. No proceeds of collateral or payments of principal, interest or other amounts due and owing with respect to any other obligations described herein, following a Default under the Loan Documents, shall be received by obligee until the Loan shall have been paid in full.

11.31 IMPOUNDS FOR REAL PROPERTY TAXES. Bondowner Representative shall have the right, following Conversion, to require Borrower to establish an account for the payment of property taxes and all other expenses required to be paid under the Deed of Trust on the terms and conditions set forth in the Deed of Trust (the "**Tax and Insurance Impound**"). After a Default has occurred, whether or not the same has thereafter been cured, at the request of Bondowner Representative, Borrower shall deposit with Bondowner Representative, in monthly installments in advance on the first day of each month, an amount sufficient, as reasonably estimated by Bondowner Representative, to pay all Impositions (as defined in the Deed of Trust) for the Property.

11.32 NO SALE OF PROPERTY. Except as permitted in this Loan Agreement, the Regulatory Agreements and the Deed of Trust, Borrower shall not sell, convey, or otherwise transfer or dispose of its interest in any Property, nor contract to do any of the foregoing, without the prior written consent of Bondowner Representative in each instance, except such Property as is customarily transferred in the ordinary course of operation of residential multifamily rental developments.

11.33 NONRESIDENTIAL LEASES. Leases entered into from and after the Conversion Date other than for residential units within the Improvements, including, without limitation, leases for laundry equipment, vending machines, administrative space by affiliates of Borrower, General Partner, Property Manager, or otherwise, and commercial space within the Improvements (if any, "**Nonresidential Lease(s)**"), must be approved by Bondowner Representative prior to execution thereof, which approval shall not be unreasonably withheld. Borrower shall comply in all respects with any restrictions or guidelines as to the rents or other fees that may be charged for such nonresidential space, if any, which are contained in the Loan Documents, the Requirements or in any other agreement by which Borrower or the Property may be bound and which has been approved by Bondowner Representative in writing. Following the occurrence and during the continuance of any Default (as defined in Section 13.1 below), Bondowner Representative may make written demand on Borrower to submit all rents under the Nonresidential Leases to Bondowner Representative.

11.34 LANDLORD OBLIGATIONS. Borrower shall perform all obligations required to be performed by it as landlord under any lease affecting any part of the Property or Improvements.

11.35 [RESERVED].

11.36 COVENANT FOR THE BENEFIT OF THE BONDHOLDERS. Borrower recognizes the authority of the Issuer to assign its interest in and pledge moneys receivable under this Loan Agreement to Bondowner Representative as security for the payment of the principal of and interest and redemption premiums, if any, on the Bonds, and the payment of all other amounts as set forth in Article 3 of this Loan Agreement (other than Sections 3.3(g) and (h), 3.4 and 3.17 to the extent payable to the Issuer). Borrower hereby (i) agrees to be bound by the Issuer's grant of such assignment and pledge, (ii) grants to the Bondowner Representative a security interest in any right and interest Borrower may have in sums held in the funds described in Article V of the Indenture, to secure the obligations of Borrower under this Loan Agreement and the other Loan Documents and (iii) agrees that the Bondowner Representative shall have all of the rights of a secured party under the California Uniform Commercial Code in connection with such security interest. Each of the terms and provisions of this Loan Agreement is a covenant for the use and benefit of the Bondholders and the Bondowner Representative, so long as the Bonds shall remain "outstanding" (as defined in the Indenture); but upon payment in full of the Bonds in accordance with the Indenture and of all fees and charges requested under Sections 3.3 and 3.4 of this Loan Agreement, all references in this Loan Agreement to the Bondowner Representative, the Bonds and the Bondholders shall be ineffective, and the Bondholders and the Bondowner Representative shall thereafter have no rights hereunder, save and except those that shall have theretofore vested or that arise from provisions hereunder which survive termination of this Loan Agreement.

11.37 INSPECTION AND ACCESS.

(a) Borrower agrees that the Issuer, the Bondowner Representative and their duly authorized agents, shall have the right to examine and inspect during normal business hours, and

for that purpose to enter upon, the Property, and shall also have such right of access thereto at reasonable times and under reasonable conditions and subject to the rights of tenants in possession as may be reasonably necessary to cause the Project to be properly maintained in accordance with Article 5 and in accordance with the applicable provisions of the other Loan Documents. In each instance, the Issuer, the Bondowner Representative and their duly authorized agents will give Borrower reasonable notice before entering the Project premises and make reasonable efforts to avoid interfering with Borrower's use of the Property when exercising any of the rights granted in this Section.

(b) Subject to the restrictions of all applicable laws, Borrower hereby covenants to execute, acknowledge and deliver all such further documents, and do all such other acts and things as may be necessary in order to grant to the Issuer and the Bondowner Representative the rights of access and entry described herein and agrees that such rights of access and entry shall not be terminated, curtailed or otherwise limited by any assignment, lease or other transfer of the Property by Borrower to any other person and subject to the rights of tenants in possession at reasonable times and under reasonable conditions.

11.38 INDEMNITY.

(A) TO THE FULLEST EXTENT PERMITTED BY LAW, THE BORROWER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE ISSUER, THE BONDOWNER REPRESENTATIVE, AND EACH OF THEIR RESPECTIVE OFFICERS, GOVERNING MEMBERS, DIRECTORS, OFFICIALS, EMPLOYEES, ATTORNEYS AND AGENTS (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**"), AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, ACTIONS, LIABILITIES, COSTS AND EXPENSES OF ANY CONCEIVABLE NATURE, KIND OR CHARACTER (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, LITIGATION AND COURT COSTS, AMOUNTS PAID IN SETTLEMENT AND AMOUNTS PAID TO DISCHARGE JUDGMENTS) EXCEPT ARISING OUT OF BONDOWNER REPRESENTATIVE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO WHICH THE INDEMNIFIED PARTIES, OR ANY OF THEM, MAY BECOME SUBJECT UNDER OR ANY STATUTORY LAW (INCLUDING FEDERAL OR STATE SECURITIES LAWS) OR AT COMMON LAW OR OTHERWISE, ARISING OUT OF OR BASED UPON OR IN ANY WAY RELATING TO:

- (I) THE BONDS, THE INDENTURE, THIS LOAN AGREEMENT OR ANY OTHER DOCUMENT TO WHICH THE ISSUER IS A PARTY, OR THE EXECUTION OR AMENDMENT HEREOF OR THEREOF OR IN CONNECTION WITH TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING THE ISSUANCE, SALE OR RESALE OF THE BONDS;
- (II) ANY ACT OR OMISSION OF THE BORROWER OR ANY OF ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, ENGINEERS, ARCHITECTS, MATERIAL SUPPLIERS, SERVANTS, EMPLOYEES OR LICENSEES IN CONNECTION WITH THE PROJECT, THE OPERATION OF THE PROJECT, OR THE CONDITION, ENVIRONMENTAL OR OTHERWISE, OCCUPANCY, USE, POSSESSION, CONDUCT OR MANAGEMENT OF WORK DONE IN OR ABOUT, OR FROM THE PLANNING, DESIGN, ACQUISITION, INSTALLATION OR REHABILITATION OF, THE PROJECT OR ANY PART THEREOF;
- (III) ANY LIEN OR CHARGE UPON PAYMENTS BY THE BORROWER TO THE ISSUER AND THE BONDOWNER REPRESENTATIVE HEREUNDER, OR ANY TAXES (INCLUDING, WITHOUT LIMITATION, ALL AD VALOREM TAXES AND SALES TAXES), ASSESSMENTS, IMPOSITIONS AND OTHER CHARGES IMPOSED ON THE ISSUER OR THE BONDOWNER REPRESENTATIVE IN RESPECT OF ANY PORTION OF THE PROJECT;

- (IV) ANY VIOLATION OF ANY ENVIRONMENTAL REGULATIONS WITH RESPECT TO, OR THE RELEASE OF ANY HAZARDOUS SUBSTANCES FROM, THE PROJECT OR ANY PART THEREOF;
- (V) THE DEFEASANCE AND/OR REDEMPTION, IN WHOLE OR IN PART, OF THE BONDS;
- (VI) ANY UNTRUE STATEMENT OR MISLEADING STATEMENT OR ALLEGED UNTRUE STATEMENT OR ALLEGED MISLEADING STATEMENT OF A MATERIAL FACT CONTAINED IN ANY OFFERING STATEMENT OR DISCLOSURE OR CONTINUING DISCLOSURE DOCUMENT FOR THE BONDS OR ANY OF THE DOCUMENTS RELATING TO THE BONDS, OR ANY OMISSION OR ALLEGED OMISSION FROM ANY OFFERING STATEMENT OR DISCLOSURE OR CONTINUING DISCLOSURE DOCUMENT FOR THE BONDS OF ANY MATERIAL FACT NECESSARY TO BE STATED THEREIN IN ORDER TO MAKE THE STATEMENTS MADE THEREIN, IN THE LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY WERE MADE, NOT MISLEADING;
- (VII) ANY DECLARATION OF TAXABILITY OF INTEREST ON THE BONDS, OR ALLEGATIONS (OR REGULATORY INQUIRY) THAT INTEREST ON THE BONDS IS TAXABLE, FOR FEDERAL TAX PURPOSES; AND
- (VIII) THE BONDOWNER REPRESENTATIVE'S ACCEPTANCE OR ADMINISTRATION OF THE TRUST OF THE INDENTURE, OR THE EXERCISE OR PERFORMANCE OF ANY OF ITS POWERS OR DUTIES THEREUNDER OR UNDER ANY OF THE DOCUMENTS RELATING TO THE BONDS TO WHICH IT IS A PARTY; EXCEPT (A) IN THE CASE OF THE FOREGOING INDEMNIFICATION OF THE BONDOWNER REPRESENTATIVE OR ANY OF ITS RESPECTIVE OFFICERS, MEMBERS, DIRECTORS, OFFICIALS, EMPLOYEES, ATTORNEYS AND AGENTS, TO THE EXTENT SUCH DAMAGES ARE CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PARTY; OR (B) IN THE CASE OF THE FOREGOING INDEMNIFICATION OF THE ISSUER OR ANY OF ITS OFFICERS, MEMBERS, DIRECTORS, OFFICIALS, EMPLOYEES, ATTORNEYS AND AGENTS, TO THE EXTENT SUCH DAMAGES ARE CAUSED BY THE WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PARTY. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST ANY INDEMNIFIED PARTY WITH RESPECT TO WHICH INDEMNITY MAY BE SOUGHT HEREUNDER, THE BORROWER, UPON WRITTEN NOTICE FROM THE INDEMNIFIED PARTY, SHALL ASSUME THE INVESTIGATION AND DEFENSE THEREOF, INCLUDING THE EMPLOYMENT OF COUNSEL ACCEPTABLE TO THE INDEMNIFIED PARTY, AND SHALL ASSUME THE PAYMENT OF ALL EXPENSES RELATED THERETO, WITH FULL POWER TO LITIGATE, COMPROMISE OR SETTLE THE SAME IN ITS SOLE DISCRETION; PROVIDED THAT THE INDEMNIFIED PARTY SHALL HAVE THE RIGHT TO REVIEW AND APPROVE OR DISAPPROVE ANY SUCH COMPROMISE OR SETTLEMENT. EACH INDEMNIFIED PARTY SHALL HAVE THE RIGHT TO EMPLOY SEPARATE COUNSEL IN ANY SUCH ACTION OR PROCEEDING AND PARTICIPATE IN THE INVESTIGATION AND DEFENSE THEREOF, AND THE BORROWER SHALL PAY THE REASONABLE FEES AND EXPENSES OF SUCH SEPARATE COUNSEL; PROVIDED, HOWEVER, THAT SUCH INDEMNIFIED PARTY MAY ONLY EMPLOY SEPARATE COUNSEL AT THE EXPENSE OF THE BORROWER IF IN THE JUDGMENT OF SUCH INDEMNIFIED PARTY A CONFLICT OF INTEREST EXISTS OR COULD ARISE BY REASON OF COMMON REPRESENTATION OR IF ALL PARTIES

COMMONLY REPRESENTED DO NOT AGREE AS TO THE ACTION (OR INACTION) OF COUNSEL.

(B) THE RIGHTS OF ANY PERSONS TO INDEMNITY HEREUNDER AND RIGHTS TO PAYMENT OF FEES AND REIMBURSEMENT OF EXPENSES HEREUNDER SHALL SURVIVE THE FINAL PAYMENT OR DEFEASANCE OF THE BONDS AND IN THE CASE OF THE BONDOWNER REPRESENTATIVE ANY RESIGNATION OR REMOVAL. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS LOAN AGREEMENT.

(C) THE BORROWER FURTHER COVENANTS THAT NOTHING WITHIN THIS SECTION 11.38 SHALL LIMIT THE RIGHTS OF THE ISSUER, THE PROGRAM PARTICIPANTS OF THE ISSUER AND ITS RESPECTIVE OFFICERS, GOVERNING MEMBERS, DIRECTORS, OFFICIALS, EMPLOYEES, ATTORNEYS AND AGENTS TO INDEMNITY UNDER SECTION 9 OF THE REGULATORY AGREEMENT AND THAT SUCH INDEMNIFICATION SHALL SURVIVE THE TERMINATION AND DISCHARGE OF THIS LOAN AGREEMENT.

11.39 TAX STATUS OF BONDS. Borrower hereby covenants, represents and agrees as follows: (a) that Borrower will not take or permit any action to be taken that would adversely affect either the exclusion from gross income for federal income tax purposes of the interest on the Bonds and, if it should take or permit any such action, Borrower will take all lawful actions to rescind such action promptly upon having knowledge thereof; and (b) that Borrower will take such action or actions, including amending the Loan and this Loan Agreement, as determined reasonably necessary in the opinion of Bond Counsel to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements relating to the Bonds as are promulgated or proposed by the United States Department of the Treasury or the Internal Revenue Service under the Code. Borrower further covenants and agrees that it will direct all investments in compliance with the Code. Borrower covenants and agrees to cause to be calculated by an arbitrage consultant and pay to the United States any amounts owing to the United States as rebatable arbitrage in accordance with the procedures set forth in the Tax Certificate and Section 6.08 of the Indenture.

11.40 INCORPORATION OF TAX CERTIFICATE. The covenants, representations, warranties and agreements of Borrower set forth in the Tax Certificate are incorporated by reference herein as if fully set forth herein.

11.41 LOSS OF TAX EXCLUSION. Borrower understands that the interest rates provided under the Note and this Loan Agreement have been established on the assumption that interest paid on the Bonds will be excludable from the Bondholders' gross income under Section 103 of the Code and applicable State law (except to the extent that any Bonds are owned by a person or entity which is a "substantial user" of the Property or a "related person" to the Borrower). In the event that (i) Borrower receives notice from Bondowner Representative that Bondowner Representative has discovered any facts or circumstances that would cause interest paid on the Bonds not to be tax-exempt; or (ii) any Bondholder receives notice from the Internal Revenue Service or other governmental authority that interest payable on the Bonds is not tax-exempt, or that the Internal Revenue Service is challenging the tax-exempt status of the Bonds, then the interest rate shall be increased, both prospectively and retroactively, to an annual variable rate equal to the Default Rate. Notwithstanding the foregoing, any change in the interest rate on the Bonds pursuant to this Section 11.41 applicable on and after the Conversion Date shall cause the Note to bear interest at the Default Rate. In the event of an increase in the interest rate under this Section 11.41, Borrower shall pay to the Bondholders promptly upon demand an amount sufficient to adjust previous payments of interest to the increased rate. Borrower shall also indemnify, defend and hold Issuer and Bondowner Representative harmless from any penalties, interest expense or other costs, including reasonable attorneys' fees (including all charges of Issuer's and Bondowner Representative's internal and tax counsel) and accountants' costs, resulting from any dispute with the Internal Revenue Service concerning the exclusion from gross income for federal income tax purposes of interest on the Bonds and the interest payable to any Bondholder on the Bonds, and upon

receipt by Bondowner Representative of the amounts set forth in the foregoing indemnity, Bondowner Representative shall assign to Borrower any claims it may have against third parties for negligent acts or omissions in connection with the failure of interest on the Bonds to be excludable from gross income for federal income tax purposes. The obligations of Borrower under this paragraph shall survive termination of this Loan Agreement and repayment of the Loan.

11.42 TAXES, REGULATORY COSTS AND RESERVE PERCENTAGES. Upon Bondowner Representative's demand, Borrower shall pay to Bondowner Representative, in addition to all other amounts which may be, or become, due and payable under this Loan Agreement and the other Loan Documents, any and all Taxes and Regulatory Costs, to the extent they are not internalized by calculation of a One Month LIBO Rate. Further, at Bondowner Representative's option, the One Month LIBO Rate shall be automatically adjusted by adjusting the Reserve Percentage, as determined by Bondowner Representative in its prudent banking judgment, from the date of imposition (or subsequent date selected by Bondowner Representative) of any such Regulatory Costs. Bondowner Representative shall give Borrower notice of any Taxes and Regulatory Costs as soon as practicable after their occurrence, but Borrower shall be liable for any Taxes and Regulatory Costs regardless of whether or when notice is so given.

11.43 AMENDMENT OF REGULATORY AGREEMENTS. Borrower shall not suffer or permit to become effective any restrictions (including, without limitation, any "automatic" amendment of the Regulatory Agreements pursuant to its terms) which impose requirements with respect to the occupancy, leasing or operation of the Project which are materially more burdensome than those contained as of the date of this Loan Agreement, in the Regulatory Agreements or any agreement required to be signed in connection with the TCAC Regulatory Agreement, without first obtaining the consent of Bondowner Representative to the imposition of such restriction.

11.44 TAX COVENANTS. The Borrower shall comply with the requirements and conditions of the Tax Certificate and the Regulatory Agreements. Without limiting the foregoing and notwithstanding anything to the contrary in this Loan Agreement, the Borrower will not take, or permit to be taken on its behalf, any action which would cause interest on the Bonds to be included in gross income for federal income tax purposes and will take such reasonable action as may be necessary to continue such exclusion from gross income, including:

- (a) the Borrower will not use the proceeds of the Bonds, or any other funds which may be deemed to be proceeds of the Bonds pursuant to Section 148 of the Code, in the manner which will cause the Bonds to be "arbitrage bonds" within the meaning of such section, and will comply with the requirements of such Section throughout the term of the Bonds;
- (b) the Borrower will prepare and file any statements required to be filed by it in order to maintain such exclusion;
- (c) the Borrower will pay to the United States any amount required to be paid by the Issuer or the Borrower pursuant to Section 148(f) of the Code, at the times, in the amounts and at the places required in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, and Borrower shall compute, or cause to be computed, such amounts annually so long as required by the Code;
- (d) not less than ninety five percent (95%) of the net proceeds of the Bonds (within the meaning of Section 142(a) of the Code) shall be used to pay Qualified Project Costs;
- (e) [Intentionally Omitted]
- (f) no changes will be made to the Project, no actions will be taken by the Borrower, and the Borrower will not omit to take any actions, which will in any way adversely affect the tax exempt status of the interest on the Bonds;

(g) if the Borrower becomes aware of any circumstance, event or condition which would result in the interest payable on the Bonds becoming includable in gross income for federal income tax purposes, the Borrower will promptly give written notice of such circumstance, event or condition to the Issuer and the Bondowner Representative;

(h) the full amount of each disbursement from the Loan will be applied to pay or to reimburse the Borrower for the payment of Project Costs and, after taking into account any proposed disbursement, (i) at least ninety five percent (95%) of the net proceeds of the Bonds (as defined in Section 150 of the Code) will be used to pay Qualified Project Costs to provide a qualified residential rental project (as defined in Section 142(d) of the Code), (ii) less than twenty-five percent (25%) of the net proceeds of the Bonds will have been disbursed to pay or to reimburse the Borrower for the cost of acquiring land, (iii) not more than two percent (2%) of the proceeds of the Bonds will have been used for Issuance Costs (as defined in the Indenture), and (iv) none of the proceeds of the Bonds (as defined for purposes of Section 147(g) of the Code) will be disbursed to provide working capital;

(i) the Borrower will cause all of the residential units in the Project to be rented or available for rental on a basis which satisfies applicable requirements of the Act, the Code and the Regulatory Agreements;

(j) all leases for the Project will comply with all applicable laws and, as applicable for units rented to low and very-low income tenants, the Regulatory Agreements;

(k) in connection with any lease or grant by the Borrower of the use of the Project, the Borrower will require that the lessee or user of any portion of the Project not use that portion of the Project in any manner which would violate the covenants set forth in this Loan Agreement or the Regulatory Agreements;

(l) no portion of the proceeds of the portion of the Loan shall be used to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises, and no portion of the proceeds of the Loan shall be used for an office unless (i) the office is located on the premises of the facilities constituting the Project and (ii) not more than a de minimis amount of the functions to be performed at such office is not related to the day-to-day operations of the Project; and

(m) no proceeds of the Bonds will be used, for the acquisition of any tangible property or an interest therein, other than land or an interest in land, unless the first use of such property was pursuant to such acquisition; provided, however, that this limitation shall not apply with respect to any building (and the equipment therefor) if construction expenditures (as defined in the Code) with respect to such building equal or exceed fifteen percent (15%) of the portion of the cost of acquiring such building (and equipment) financed with proceeds of the Bonds; and provided, further, that this limitation shall not apply with respect to any structure other than a building if construction expenditures with respect to such structure equal or exceed one hundred percent (100%) of the portion of the cost of acquiring such structure financed with the proceeds of the Bonds.

In any matter relating to the exclusion of interest on the Bonds from gross income for federal income tax purposes, the terms and provisions of the Tax Certificate shall control in the event of any conflict between this Loan Agreement and the Tax Certificate.

11.45 INTENTIONALLY OMITTED.

11.46 OPERATING EXPENSES. After the occurrence of a Default, but for the lapse of any applicable grace period, and notwithstanding such Default shall be or have been cured or waived by Bondowner Representative, Bondowner Representative shall have the right to require Borrower to

deposit with Bondowner Representative, in monthly installments in advance on the first day of each month, an amount sufficient, as reasonably estimated by Bondowner Representative, to pay all Operating Expenses for the Property. In such event, Borrower further agrees, upon Bondowner Representative's request, to cause all bills, statements or other documents relating to the operating expenses to be sent or mailed directly to Bondowner Representative. Upon receipt of such bills, statements or other documents, and provided Borrower has deposited sufficient funds with Bondowner Representative pursuant to this Section 11.46, Bondowner Representative shall pay such amounts as may be due thereunder out of the funds so deposited with Bondowner Representative. If at any time and for any reason the funds deposited with Bondowner Representative are or will be insufficient to pay such Operating Expenses as may then or subsequently be due, Bondowner Representative may notify Borrower and Borrower shall immediately deposit an amount equal to the deficiency with Bondowner Representative. If at any time the funds deposited with Bondowner Representative exceed the amount deemed necessary by Bondowner Representative to pay such operating expenses as may then or subsequently be due, such excess shall be credited to Borrower on the next monthly installment or installments of such funds. Upon payment and performance in full of the Loan and all indebtedness and obligations under the Loan Documents, Bondowner Representative shall promptly refund to Borrower any such funds held by Bondowner Representative. Nothing herein shall cause Bondowner Representative to be deemed a trustee of such funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Bondowner Representative pursuant to this Section 11.46. Bondowner Representative may commingle such deposits with its own funds and Borrower shall not be entitled to any interest thereon. Borrower shall execute whatever security agreements, financing statements and other documents and instruments as Bondowner Representative may require in order to confirm Bondowner Representative's security interest in and/or control over such accounts (including, without limitation, the Replacement Reserve Account referred to in the Replacement Reserve Agreement, and funds deposited therein).

11.47 OPERATING RESERVE.

(a) On or before the Conversion Date, Borrower shall deposit an amount not less than \$_____ (the "**Operating Reserve**") in an account or sub-account maintained by Bondowner Representative (or another depository approved by Bondowner Representative) (the "**Operating Reserve Account**"). Bondowner Representative shall have the sole right to make withdrawals from such Operating Reserve Account. All investment earnings on funds in the Operating Reserve Account shall be calculated by Bondowner Representative and added to and become part of the Operating Deficit Reserve. If applicable law requires and provided that no Default exists under any of the Loan Documents, Bondowner Representative shall pay to Borrower the interest earned on the Operating Reserve once each year. Borrower hereby assigns to Bondowner Representative, and grants to Bondowner Representative a first-priority security interest in, all of Borrower's right, title and interest in, to and under the Operating Reserve Account and all deposits at any time contained therein and the proceeds thereof as additional security for all of the Borrower's obligations under this Loan Agreement and the other Loan Documents. Any amounts deposited with Bondowner Representative under this Section 11.47 may be commingled with any other funds held by Bondowner Representative (provided that Bondowner Representative shall maintain separate sub-accounts for such Operating Reserve) and shall not operate to reduce the Loan, unless applied by Bondowner Representative for that purpose under Section 11.47(c).

(b) Upon written request from the Borrower and satisfaction of the requirements set forth herein, including all Operating Reserve Disbursement Conditions (as such term is defined below), Bondowner Representative shall disburse, or authorize disbursement of, amounts from the Operating Reserve Account, subject to the Bondowner Representative's approval, to cover any Operating Deficit (as such term is defined below) in connection with the Improvements until all funds held in the Operating Reserve Account have been depleted. As used herein, an "**Operating Deficit**" shall exist if and to the extent that cash flow from the Improvements is insufficient to pay normal operating expenses and maintenance of the Improvements, Impositions (as defined in Section 11.23) and regularly scheduled debt service of the Borrower; provided that such normal operating expenses and maintenance, Impositions or debt service shall not include

any items which are to be paid from any other reserves or accounts maintained pursuant to the terms of this Loan Agreement or any subordinate loan documents.

(c) Upon the occurrence of a Default, Borrower shall immediately lose all of its rights to receive disbursements from the Operating Reserve unless and until all amounts secured by this Loan Agreement have been paid and the lien of this Loan Agreement has been released by Bondowner Representative. Upon any such Default, Bondowner Representative may, in its sole and absolute discretion, use the Operating Reserve (or any portion thereof) for any purpose, including but not limited to (i) repayment of any indebtedness secured by this Loan Agreement, including but not limited to principal prepayments and the prepayment premium applicable to such full or partial prepayment (as applicable); provided, however, that such application of funds shall not cure or be deemed to cure any default or Default; (ii) reimbursement of Bondowner Representative for all losses and expenses (including, without limitation, reasonable legal fees) suffered or incurred by Bondowner Representative as a result of such default or Default; or (iii) payment of any amount expended in exercising (and exercise) all rights and remedies available to Bondowner Representative at law or in equity or under this Loan Agreement or under any of the other Loan Documents.

(d) Nothing in this Instrument shall obligate Bondowner Representative to apply all or any portion of the Operating Reserve on account of any default or Default by Borrower or to repayment of the indebtedness secured by this Loan Agreement or in any specific order of priority.

(e) Any disbursement from the Operating Reserve Account to cover any Operating Deficit is subject to Bondowner Representative's prior approval, in Bondowner Representative's reasonable discretion. Bondowner Representative shall have no obligation to disburse, or authorize disbursement of, any such amounts to Borrower unless all of the following conditions (the "**Operating Reserve Disbursement Conditions**") have been satisfied as determined by Bondowner Representative in its reasonable discretion (or have been waived in writing by Bondowner Representative):

- (i) Bondowner Representative shall have received a written request signed by Borrower together with such documentation and information as Bondowner Representative may require. Each such request shall be in form and substance acceptable to Bondowner Representative and shall include such items of information and documentation, including, without limitation, invoices, canceled checks, lien waivers and other evidence as Bondowner Representative may require to show that there currently is, or potentially will be, an operating deficit, and that Borrower is otherwise in compliance with all Loan Documents;
- (ii) The Improvements shall not have been materially damaged;
- (iii) The Property and Improvements or any interest therein shall not have been materially affected by eminent domain or condemnation proceedings; and
- (iv) No default or Default shall have occurred and be continuing under any of the Loan Documents.

(f) Borrower shall pay, within ten (10) days of request from Bondowner Representative (i) all reasonable costs and expenses incurred by Bondowner Representative in connection with collecting, holding and disbursing the Operating Reserve pursuant to this Section 11.47, and (ii) all reasonable fees, charges, costs and expenses incurred by Bondowner Representative in connection with inspections made by Bondowner Representative or Bondowner

Representative's representatives in carrying out Bondowner Representative's responsibility to make certain determinations under this Section 11.47.

11.48 INTENTIONALLY OMITTED.

11.49 SUBORDINATE LOANS. Borrower shall timely perform all obligations of Borrower with respect to the Subordinate Loans under any documents executed in connection with the Subordinate Loans. Borrower shall deliver to Bondowner Representative copies, certified by Borrower to be true and correct, of the documents that evidence and secure the Subordinate Loans, the form and content of which shall be subject to Bondowner Representative's reasonable approval. Borrower shall at all times fully and timely comply and cause the Property and Improvements to comply with all applicable terms and conditions of the documents that evidence and secure the Subordinate Loans and shall provide Bondowner Representative with such verification of that compliance from time to time as reasonably requested by Bondowner Representative. Borrower shall not (a) commit any breach or default under any Subordinate Loan; (b) fail to maintain the Subordinate Loans in full force and effect until all sums owing to each Subordinate Lender with respect to such Subordinate Loans have been paid; or (c) consent to any termination, amendment or modification of the terms of any Subordinate Loan without Bondowner Representative's prior written consent. Borrower shall fully draw down the full amount of each Subordinate Loan in accordance with the terms and conditions of the respective Subordinate Loan Documents and to the extent that any excess Subordinate Loan funds drawn by Borrower are not applied to the rehabilitation of the Project, Borrower shall deposit such excess Subordinate Loan funds in the Borrower's Funds Account.

11.50 AMERICANS WITH DISABILITIES ACT COMPLIANCE. Borrower shall be in full compliance with all federal and state laws, including those of the Americans with Disabilities Act ("**ADA**"), 42 U.S.C. 12101 et seq. and its implementing regulations. Under the ADA, Borrower shall provide for reasonable accommodations to allow qualified individuals with disabilities access to and participation in their programs, services and activities. In addition, Borrower shall not discriminate against individuals with disabilities nor against persons due to their relationship or association with a person with a disability. Any subcontract entered into by Borrower relating to this Loan Agreement, to the extent allowed hereunder, shall be subject to the provisions of this Section. Borrower shall be responsible for all ADA compliance costs.

11.51 KEEPING GUARANTOR AND INVESTOR LIMITED PARTNER INFORMED. Borrower must keep Guarantor and Investor Limited Partner informed of Borrower's financial condition and business operations, the condition and all uses of the Property, including all changes in condition or use, and any and all other circumstances that might affect Borrower's ability to pay or perform its obligations under this Loan Agreement.

11.52 STATUS OF BORROWER.

(a) Throughout the term of this Loan Agreement, Borrower will maintain its existence as a limited partnership under the laws of the State of California in good standing and qualified to transact business in the State and will not wind up or otherwise dispose of all or substantially all of its assets.

(b) Notwithstanding the provisions of the Deed of Trust, Borrower shall not effect a merger, consolidation or transfer if the result thereof would cause the interest on the Bonds (in the hands of any person who is not a "substantial user" of the Project or a "related person") to become includable in gross income for federal income tax purposes.

(c) Upon any change in the status of Borrower, by way of substitution, sale or otherwise of Borrower, the Issuer and the Bondowner Representative shall be promptly informed and, if requested, Borrower as newly constituted shall deliver to the Issuer and the Bondowner Representative an instrument in form satisfactory to each of them affirming the liability of Borrower hereunder.

11.53 FILING OF FINANCING STATEMENTS. Borrower agrees that it will cooperate with Bondowner Representative in Bondowner Representative's filing or causing to be filed, at Borrower's sole expense, on or before January 1 of each fifth calendar year in which the Loan remains outstanding, commencing _____, 2023, any financing statements or continuation statements required or requested by Bondowner Representative to perfect and preserve the security interest of the Issuer and the Bondowner Representative in this Loan Agreement and the payments to be made hereunder, as granted in the Indenture.

11.54 NEGATIVE COVENANTS. Without Bondowner Representative's prior written consent, Borrower may not:

- (a) engage in any business activities substantially different from Borrower's present business;
- (b) liquidate or dissolve Borrower's business;
- (c) lease (other than pursuant to residential leases to tenants of the Project permitted pursuant to the Loan Documents) or dispose of all or a substantial part of Borrower's business or Borrower's assets;
- (d) enter into any consolidation, merger, pool, joint venture, syndicate or other combination, except as otherwise permitted by Section 5.12 of the Deed of Trust or by this Loan Agreement.

11.55 SWAP AGREEMENTS. If Borrower enters into any Swap Agreement with Bondowner Representative, Borrower shall, upon receipt from Bondowner Representative, execute promptly all documents evidencing such transaction.

11.56 DERIVATIVE DOCUMENTS. If Borrower purchases from Bondowner Representative any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) in connection with the Loan, Borrower shall, upon receipt from Bondowner Representative, execute promptly all documents evidencing such transaction, including without limitation, the ISDA Master Agreement, the Schedule to the ISDA Master Agreement and the ISDA Confirmation.

11.57 NOTICES FROM TCAC. Borrower shall immediately deliver to Bondowner Representative a full copy of any notices or reports Borrower receives from TCAC and any notices or reports Borrower provided to TCAC in connection with the LIHTC.

11.58 SANCTIONS. No Person within the Borrowing Group shall: (a) use any of the Loan proceeds for the purpose of: (i) providing financing to or otherwise making funds directly or indirectly available to any Sanctioned Person; or (ii) providing financing to or otherwise funding any transaction which would be prohibited by Sanctions or would otherwise cause Bondowner Representative or Borrower, or any entity affiliated with Bondowner Representative or Borrower, to be in breach of any Sanction; or (b) fund any repayment of the Loan with proceeds derived from any transaction that would be prohibited by Sanctions or would otherwise cause Bondowner Representative or Borrower, or any entity affiliated with Bondowner Representative or Borrower, to be in breach of any Sanction. Borrower shall notify Bondowner Representative in writing not more than one (1) Business Day after becoming aware of any breach of this Section.

11.59 HUD DOCUMENTS. Borrower shall timely perform all obligations of Borrower with respect to the HUD Documents. Borrower shall deliver to Bondowner Representative copies, certified by Borrower to be true and correct, of the HUD Documents, the form and content of which shall be subject to Bondowner Representative's approval. Borrower shall at all times fully and timely comply and cause the Property and Improvements to comply with all applicable terms and conditions of the HUD Documents

and shall provide Bondowner Representative with such verification of that compliance from time to time as reasonably requested by Bondowner Representative. Borrower shall not (a) commit any breach or default under any HUD Document; (b) fail to maintain the HUD Documents in full force and effect; or (c) consent to any termination, amendment or modification of the terms of any HUD Documents without Bondowner Representative's prior written consent.

11.60 FINAL ALLOCATION OF TAX CREDITS. On or before the earlier of (a) the date on which Investor Limited Partner makes the third installment of its Capital Contributions and (b) the issuance of IRS Form 8609, Borrower shall deliver to Bondowner Representative evidence that a final (unconditional) allocation of low-income housing tax credits has been made with respect to the Project, which evidence shall consist of (i) copies of IRS Form 8609 for each building in the Project and a recorded copy of the extended use agreement for the Project, executed by Borrower and TCAC, or (ii) a final Project cost certification and evidence that all conditions imposed by TCAC for the issuance of IRS Form 8609 have been satisfied.

ARTICLE 12. REPORTING COVENANTS

12.1 FINANCIAL INFORMATION. Borrower shall keep true and correct financial books and records for the Property, using generally accepted accounting principles consistently applied, unless otherwise noted. Within one hundred eighty (180) days after the end of each of Borrower's, Guarantor's and General Partner's fiscal years, Borrower shall deliver to Bondowner Representative a current financial statement (including, without limitation, an income and expense statement and balance sheet) signed by an authorized representative of Borrower together with any other financial information including, without limitation, annual financial statements, cash flow projections and operating statements requested by Bondowner Representative, together with an annual certification by Borrower of compliance with all applicable provisions of the Regulatory Agreements and Section 42 of the Code. If audited financial information is prepared, Borrower shall deliver to Lender copies of that information within fifteen (15) days of its final preparation. Borrower shall also promptly deliver to Bondowner Representative, upon Bondowner Representative's request, its monthly and/or quarterly balance sheets and income statements. If Bondowner Representative so requests, at Bondowner Representative's reasonable discretion, Borrower shall promptly provide quarterly balance sheets and income statements for General Partner or Guarantor. In addition, if Bondowner Representative so requests as shall be necessary for Bondowner Representative to comply with current federal law, at Bondowner Representative's reasonable discretion, Borrower shall also promptly provide annual balance sheets and income statements for the Borrower's limited partner. Borrower shall promptly provide Bondowner Representative with any additional financial information that Borrower may obtain, or Bondowner Representative may reasonably request, on itself, Guarantor or General Partner, including but not limited to, signed copies of any tax returns and such other information concerning the Borrower's, Guarantor's or General Partner's affairs and properties as Bondowner Representative may reasonably request. Except as otherwise agreed to by Bondowner Representative, all such financial information shall be prepared in accordance with generally accepted accounting principles consistently applied.

12.2 BOOKS AND RECORDS. Borrower shall maintain complete books of account and other records for the Property and Improvements and for disbursement and use of the proceeds of the Loan and Borrower's Funds, and the same shall be available for inspection and copying by Bondowner Representative upon reasonable prior notice.

12.3 REPORTS. Within ten (10) days of Bondowner Representative's request, Borrower shall deliver to Bondowner Representative monthly inventory reports, marketing and sales schedules and reports, marketing and sales information and/or leasing information, with respect to all real property projects of Borrower and all general partners, venturers and members of Borrower, all in form and substance acceptable to Bondowner Representative.

12.4 LEASING REPORTS. Borrower shall deliver to Bondowner Representative monthly rent rolls, leasing schedules and reports, operating statements and/or such other leasing information as Bondowner Representative shall request with respect to the Property and Improvements, each in form

and substance satisfactory to Bondowner Representative and certified by an authorized officer of Borrower to be true and correct. In addition, Borrower shall promptly obtain and deliver to Bondowner Representative such estoppel certificates and subordination and attornment agreements executed by such tenants in such forms as Bondowner Representative may from time to time require.

12.5 OPERATING STATEMENTS FOR PROPERTY AND IMPROVEMENTS. Beginning with the first calendar month following the date of completion of rehabilitation of the Project and continuing until the Conversion Date, Borrower shall deliver to Bondowner Representative on the fifteenth (15th) day of each month an "**Operating Statement**" which shows in detail the amounts and sources of Gross Operating Income received by or on behalf of Borrower and the amounts and purposes of Permitted Operating Expenses paid by or on behalf of Borrower with respect to the Property and Improvements for the previous month.

"**Gross Operating Income**" for this purpose shall mean the sum of any and all amounts, payments, fees, rentals, additional rentals, expense reimbursements (including, without limitation, all reimbursements by tenants, lessees, licensees and other users of the Property and Improvements) discounts or credits to Borrower, income, interest and other monies directly or indirectly received by or on behalf of or credited to Borrower from any person with respect to Borrower's ownership, use, development, operation, leasing, franchising, marketing or licensing of the Property and Improvements. Gross Operating Income shall be computed on a cash basis and shall include for each quarterly statement all amounts actually received in such quarter whether or not such amounts are attributable to a charge arising in such quarter.

"**Permitted Operating Expenses**" shall mean the following expenses to the extent that such expenses are reasonable in amount and customary for properties of this type: (i) taxes and assessments imposed upon the Property and Improvements to the extent that such taxes and assessments are required to be paid by Borrower and are actually paid or reserved for by Borrower; (ii) bond assessments; (iii) insurance premiums for casualty insurance (including, without limitation, earthquake) and liability insurance carried in connection with the Property and Improvements, provided, however, if any, insurance is maintained as part of a blanket policy covering the Property and Improvements and other properties, the insurance premium included in this subparagraph shall be the premium fairly allocable to the Property and Improvements; (iv) operating expenses incurred by Borrower for the management, operation, cleaning, leasing, maintenance and repair (including legal and accounting expenses) of the Property and Improvements. Permitted Operating Expenses shall not include any interest or principal payments on the Loan or any allowance for depreciation.

12.6 ANNUAL BUDGET. After completion of construction of the Improvements, until such time as the Note is paid in full, Borrower shall deliver to Lender within thirty (30) days after the end of each fiscal year, an Annual Budget, including a Capital Expenditures budget, signed and dated by Guarantor, and certified to be true, complete and correct by an authorized officer of Borrower, a copy of the Annual Budget adopted by Borrower for the applicable year. "**Annual Budget**" shall mean an operating and capital budget for the Property setting forth Borrower's good faith estimate of projected operating expenses and Capital Expenditures for each calendar year, including, without limitation, those for maintenance, repairs, annual taxes, insurance, utilities and other annual expenses that are standard and customary for properties similar to the Property. "**Capital Expenditures**" shall mean major repairs and replacements to maintain or improve the Property, including, without limitation, structural repairs, roof replacements, HVAC repairs and replacements, mechanical and plumbing repairs and replacements and boiler repair and replacements.

12.7 ADDITIONAL FINANCIAL INFORMATION. Borrower shall promptly provide Bondowner Representative with any additional financial information that Borrower may obtain, or Bondowner Representative may reasonably request, regarding Borrower and/or the General Partner, including but not limited to, signed copies of any tax returns and such other information concerning the Borrower's or the General Partner's affairs and properties as Bondowner Representative may reasonably

request. If Borrower or General Partner thereof fails to comply with the obligations of this Section 12.6 within sixty (60) days of Bondowner Representative's written request for financial statements (excluding audited financial statements) or other information related to Borrower, such General Partner, the Property or the Loan within the specified time periods set forth herein or in any other provision requiring such delivery (subject to any applicable notice and cure periods set forth herein), then Borrower or General Partner shall pay to Bondowner Representative, as damages, the sum of \$100 per day (plus interest thereon at the Default Rate as specified in the Note) until Borrower or its General Partner has complied therewith or such information is otherwise received by Bondowner Representative.

_____ BORROWER'S INITIALS

12.8 NOTICE FROM INVESTOR LIMITED PARTNER. Borrower shall immediately deliver to Bondowner Representative a full copy of any notice from Investor Limited Partner pursuant to which Investor Limited Partner may refuse to fund any portion of the Capital Contributions or demand a return of any Capital Contributions.

ARTICLE 13. DEFAULTS AND REMEDIES

13.1 DEFAULT. The occurrence of any one or more of the following shall constitute an event of default ("**Default**") under this Loan Agreement and the other Loan Documents:

(a) **Monetary.** Borrower's failure to pay when due any sums payable under the Note or any of the other Loan Documents, or Borrower's failure to deposit any Borrower's Funds, as and when required under this Loan Agreement; or

(b) **Performance of Obligations.** Borrower's failure to perform, keep or observe any term, provision, condition, covenant, or agreement contained in this Loan Agreement (other than obligations in other subparagraphs of this Section 13.1), any other Loan Document, or any other present or future agreement between Borrower and Bondowner Representative and/or evidencing and/or securing the Loan within thirty (30) days after written notice to Borrower from Bondowner Representative requesting that Borrower cure such failures; provided, however, that if a different cure period is expressly provided for the remedy of such failure, Borrower's failure to perform will not constitute a Default until such date as the specified cure period expires; or

(c) **Rehabilitation; Use.** (i) There is any material deviation in the work of rehabilitation from the Plans and Specifications or governmental requirements, without Bondowner Representative approval, or the appearance or use of defective workmanship or materials in constructing the Improvements, and Borrower fails to remedy the same to Bondowner Representative's satisfaction within ten (10) days of Bondowner Representative's written demand to do so; or (ii) there is a cessation of rehabilitation of the Improvements prior to completion for a continuous period of more than fifteen (15) days (except as caused by an event of force majeure for which a longer delay may be permitted under Article 4); or (iii) the rehabilitation, sale or leasing of any of the Improvements in accordance with the Loan Documents is prohibited, enjoined or delayed for a continuous period of more than thirty (30) days; or (iv) utilities or other public services necessary for the full occupancy and utilization of the Property and Improvements are curtailed for a continuous period of more than thirty (30) days (except as caused by an event of force majeure for which a longer delay may be permitted under Article 4); or

(d) **Liens, Attachment; Condemnation.** (i) The recording of any claim of lien against the Property or Improvements or the service on Bondowner Representative of any bonded stop notice relating to the Loan and the continuance of such claim of lien or bonded stop notice for twenty (20) days without discharge, satisfaction or provision for payment being made by Borrower

in a manner satisfactory to Bondowner Representative; or (ii) the condemnation, seizure or appropriation of, or occurrence of an uninsured casualty with respect to any material portion of the Property or Improvements; or (iii) the sequestration or attachment of, or any levy or execution upon any of the Property or Improvements, any other collateral provided by Borrower under any of the Loan Documents, any monies in the Account or in the Borrower's Funds Account, or any substantial portion of the other assets of Borrower, which sequestration, attachment, levy or execution is not released, expunged or dismissed prior to the earlier of thirty (30) days or the sale of the assets affected thereby; or

(e) Representations and Warranties. (i) The failure of any representation or warranty of Borrower, any of its members or any of the General Partners, or any of its officers, employees or agents on behalf of Borrower in any of the Loan Documents and the continuation of such failure for more than fifteen (15) days after written notice to Borrower from Bondowner Representative requesting that Borrower cure such failure; or (ii) any material adverse change in the financial condition of Borrower, any of its members, any of the Guarantors (prior to Conversion), or any Indemnitor from the financial condition represented to Bondowner Representative as of the later of: (A) the Effective Date; or (B) the date upon which the financial condition of such party was first represented to Bondowner Representative; or

(f) Voluntary Bankruptcy; Insolvency. (i) The filing of a petition by Borrower for relief under the Bankruptcy Code, or under any other present or future state or federal law regarding bankruptcy, reorganization or other debtor relief law; (ii) the filing of any pleading or an answer by Borrower in any involuntary proceeding under the Bankruptcy Code or other debtor relief law which admits the jurisdiction of the court or the petition's material allegations regarding Borrower's insolvency; (iii) a general assignment by Borrower for the benefit of creditors; or (iv) Borrower applying for, or the appointment of, a receiver, trustee, custodian or liquidator of Borrower or any of its property; or

(g) Involuntary Bankruptcy. The failure of Borrower to effect a full dismissal of any involuntary petition under the Bankruptcy Code or under any other debtor relief law that is filed against Borrower or in any way restrains or limits Borrower or Bondowner Representative regarding the Loan, the Property or the Improvements, prior to the earlier of the entry of any court order granting relief sought in such involuntary petition, or sixty (60) days after the date of filing of such involuntary petition; or

(h) Partners; Guarantor. Prior to Conversion, the occurrence of any of the events specified in Section 13.1(f) or 13.1(g) as to any person or entity other than Borrower, including, without limitation, General Partner, Guarantor or Indemnitor, which is in any manner obligated to Bondowner Representative under the Loan Documents; or

(i) Other Bankruptcy. The occurrence of any of the events specified in Sections 13.1(f) or 13.1(g) of this Loan Agreement with respect to Contractor (unless Contractor is replaced by a contractor reasonably satisfactory to Bondowner Representative within ninety (90) days of such occurrence, except that such period shall be limited to thirty (30) days if such proceedings have a materially adverse impact upon the progress of rehabilitation of the improvements or the availability of the LIHTC; or

(j) Dissolution. The dissolution of Borrower, any Guarantor (prior to Conversion) or any Indemnitor; or

(k) Change In Management or Control. Except as otherwise permitted under the Loan Documents, the occurrence of any material management or organizational change in Borrower or in the partners of Borrower, including, without limitation, any partnership dispute which Bondowner Representative determines, in its sole and absolute discretion, shall have a material adverse effect on the Loan, on the Property and Improvements, or on the ability of Borrower or its partners to perform their obligations under the Loan Documents; or

(l) Loss of Priority. With the exception of the Regulatory Agreements and other Permitted Prior Encumbrances, the failure at any time of the Deed of Trust to be a valid first lien upon the Property and Improvements or any portion thereof, other than as a result of any release or reconveyance of the Deed of Trust with respect to all or any portion of the Property and Improvements pursuant to the terms and conditions of this Loan Agreement; or

(m) Hazardous Materials. Except as disclosed in the Environmental Reports, the discovery of any significant Hazardous Materials in, on or about the Property or Improvements subsequent to the Effective Date. Any such Hazardous Materials shall be "significant" for this purpose if said Hazardous Materials, in Bondowner Representative's sole discretion, have a materially adverse impact on the value of the Property and Improvements; or

(n) Investor Limited Partner Financing. The failure to comply with Sections 8.2(u), 11.4 and 12.7 of this Loan Agreement or, prior to Conversion, the failure of Investor Limited Partner to make the Capital Contributions to Borrower in the amounts and prior to the required dates set forth in Section 1.1, above, or the occurrence of a material breach or default under the Partnership Documents, or failure to satisfy any of the material terms, covenants or conditions of or under the Partnership Documents, which has the effect of causing or excusing the failure of partners in Borrower to make capital contributions in the amounts and at the times required under Section 8.2(u), as such failure continues for more than thirty (30) days after notice of such failure from Bondowner Representative to Borrower; or

(o) Withdrawal of General Partner. Except as otherwise expressly permitted under the terms of this Loan Agreement, the withdrawal of a General Partner as a general partner of Borrower, and Borrower's failure to provide a substitute or replacement acceptable to Bondowner Representative and Investor Limited Partner within thirty (30) days after the occurrence of any such withdrawal; or

(p) Tax Certificate. Failure by Borrower or Issuer to perform their obligations under the Tax Certificate, or failure of any of the representations or warranties contained in the Tax Certificate to be and remain true and correct at any time; or

(q) Tax Credits. Failure to remain in compliance with TCAC requirements or to promptly reapply for the LIHTCs upon Bondowner Representative's request, or the expiration of the LIHTCs; or

(r) Investor Limited Partner Bankruptcy. Prior to the funding of the Capital Contributions in an amount sufficient to comply with Section 8.2(u) of this Loan Agreement, the occurrence of any of the events specified in Sections 13.1(f) or 13.1(g) of this Loan Agreement with respect to the Investor Limited Partner; or

(s) Adverse Financial Condition - Other Than Borrower. Any material adverse change in the financial condition of any Guarantor prior to Conversion or Indemnitors from the condition shown on the financial statement(s) submitted to Bondowner Representative and relied upon by Bondowner Representative in making the Loan, the materiality and adverse effect of such change in financial condition to be reasonably determined by Bondowner Representative in accordance with its credit standards and underwriting practices in effect at the time of making such determination; or

(t) Conversion. Failure of Conversion to occur on or before the Mandatory Conversion Date, as it may be extended pursuant to Section 3.6; or

(u) Swap Contract. The occurrence of a default by Borrower or a termination event with respect to Borrower under any swap, derivative, foreign exchange or hedge transaction or

arrangement (or similar transaction or arrangement howsoever described or defined) at any time entered into between Borrower and Bondowner Representative in connection with the Loan; or

(v) Transfer of Assets. The sale, assignment, pledge, hypothecation, mortgage or transfer of all or a substantial portion of assets of Borrower, any of the Guarantor (until Conversion) or any Indemnitor, other than in the ordinary course of business of said entity or as otherwise permitted under the Loan Documents; or Borrower ceases its operations or sells or otherwise disposes of all or substantially all of the Property (except as otherwise permitted under the Loan Documents) or a governmental authority condemns or expropriates, or an order is issued by a governmental authority for the condemnation or expropriation of all or substantially all of the Property; or

(w) Unsecured Indemnity Agreement. The occurrence of a default and the expiration of any applicable cure periods under that certain Hazardous Materials Indemnity Agreement (Unsecured - Borrower) or that certain Hazardous Materials Indemnity Agreement (Unsecured - Guarantor) executed by an Indemnitor, in favor of Bondowner Representative, and dated of even date herewith; or

(x) Attachment or Levy. All or any of Borrower's or the General Partner's assets in excess of Fifty Thousand Dollars (\$50,000.00) in aggregate value are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come into the possession of any judicial officer or assignee for the benefit of creditors unless, with respect to any such assets, such attachment, seizure, writ, warrant or levy shall be dismissed, released or stayed within ten (10) days of issuance thereof; or

(y) Governmental Lien. A notice of lien, levy or assessment in excess of Fifty Thousand Dollars (\$50,000.00) in the aggregate, is filed of record with respect to any or all of Borrower's or the General Partner's assets by the United States Government, or any department, agency or instrumentality thereof, or by any other public authority, or if any taxes or debts owing at any time hereafter to any one or more of such entities in excess of Fifty Thousand Dollars (\$50,000.00) in the aggregate, becomes a lien, whether choate, inchoate or otherwise, upon any or all of Borrower's or the General Partner's assets, and the same is not paid or otherwise released within forty-five (45) days of the filing thereof; or

(z) Criminal Proceedings. Any criminal proceedings against Borrower or the General Partner shall have been instituted or Borrower or the General Partner shall be indicted for any crime, in either case for which a forfeiture of a material amount of the Property or any of its other property or assets is a potential penalty and such proceedings or indictment is not dismissed within sixty (60) days; or

(aa) Default Under Subordinate Loans, HUD Documents and Other Agreements. (i) The occurrence of any default that remains uncured beyond any applicable notice and cure periods by Borrower or any other party under any Subordinate Loan Document, any HUD Document, any AHAP Contract, any HAP Contract or any other material agreement entered into by Borrower in connection with the Project, (ii) the termination of the RAD HAP Contract, any AHAP Contract or any HAP Contract, (iii) the housing assistance payments under the RAD HAP Contract or any HAP Contract are reduced for any reason, or (iv) the failure of HUD or Contract Administrator to provide all or any portion of the Section 8 subsidy payments under the RAD HAP Contract or the HAP Contract, once executed, due to any non-appropriation of government funding for such Section 8 subsidy payments. ; or

(bb) Permanent Financing. The failure to satisfy the Conversion Conditions on or before the Mandatory Conversion Date (as may be extended pursuant to Section 3.6) or the occurrence of a default or breach by Borrower, or failure to satisfy any of the terms, covenants or conditions, of the Permanent Loan Documents for any reason whatsoever; or

(cc) Failure to Fund Replacement Reserve Account. Failure by Borrower to fund the Replacement Reserve Account in accordance with the requirements of the Replacement Reserve Agreement; or

(dd) Failure to Fund Operating Reserve. Failure by Borrower to fund or replenish the Operating Reserve in accordance with the requirements of this Loan Agreement; or

(ee) Restrictions. The occurrence of any default by Borrower under any Restrictions that remains uncured beyond all applicable notice and cure periods provided for therein; or

(ff) Default Under Guaranty. The occurrence of a default under any guaranty now or hereafter executed in connection with the Loan, including without limitation, any guarantor's failure to perform any covenant, condition or obligation thereunder; or

(gg) Default Under Partnership Agreement. Any default by General Partner or Investor Limited Partner under the Partnership Agreement or under any agreement or instrument relating to or executed in connection with the Partnership Agreement that is not cured within the cure period set forth in such agreement or instrument; or

(hh) Default Under Swap Agreement. Any "Default" or "Event of Default" occurs under any Swap Agreement (as defined therein) between Borrower and Bondowner Representative; or

(ii) Leases. A material default by Borrower occurs under any tenant lease for any part of the Property and such default remains uncured beyond the cure period provided for in such lease; or

(jj) Breach of Sanctions Provisions. The failure of any representation or warranty of Borrower, or Borrower's failure to perform or observe any covenant, contained in either of those Sections of this Agreement entitled "Sanctions, Anti-Corruption and Anti-Money Laundering Laws" or "Sanctions".

13.2 ACCELERATION UPON DEFAULT; REMEDIES.

(a) Upon the occurrence of any Default specified in this Article 13, Bondowner Representative, as assignee of Issuer, may, at its sole option, declare all sums owing to Bondowner Representative under the Note, this Loan Agreement and the other Loan Documents immediately due and payable (in an amount equal to that necessary to pay in full the Bonds and the interest thereon, assuming acceleration of the Bonds under the Indenture and to pay all other indebtedness due under this Loan Agreement and the other Loan Documents). Upon such acceleration, Bondowner Representative may, in addition to all other remedies permitted under this Loan Agreement and the other Loan Documents and at law or equity, apply any sums in the Account and Borrower's Funds Account to the sums owing under the Loan Documents and any and all obligations of Bondowner Representative to consent to further disbursements under the Loan shall terminate.

(b) Whenever any Default shall have occurred and be continuing, any one or more of the following remedial steps may also be taken to the extent permitted by law:

(i) the Bondowner Representative, as assignee of the Issuer, may take whatever action at law or in equity as it determines to be appropriate to collect all sums then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of Borrower, under this Loan Agreement or any other Related Document, or to foreclose the real property and/or

personal property security for such obligations, or to otherwise compensate the Issuer and the Bondowner Representative for any damages on account of such Default; and

- (ii) the Issuer (without the prior written consent of the Bondowner Representative if the Bondowner Representative is not enforcing the Issuer's rights in a manner to protect the Issuer or is otherwise taking action that brings adverse consequences to the Issuer), may take whatever action at law or in equity may appear necessary or appropriate to enforce its rights to indemnification under Sections 9.6, 11.38, 11.41 and 15.1 and to collect all sums then due and thereafter to become due to the Issuer under Sections 3.4(b) and (c) and 3.5 of this Loan Agreement; provided that the Issuer will not take any action which would prejudice the rights of the Bondowner Representative.

(c) All of Bondowner Representative's and Issuer's rights and remedies are cumulative. If any Default occurs, Issuer's obligation to lend and Bondowner Representative's obligation to consent to disbursements of proceeds of the Loan under the Loan Documents shall automatically terminate, and Bondowner Representative in its sole discretion may withhold any one or more disbursements. Bondowner Representative may also withhold any one or more disbursements after an event occurs that, with notice or the passage of time, could become a Default. No disbursement of Loan funds by Bondowner Representative will cure any default of Borrower, unless Bondowner Representative agrees otherwise in writing in each instance.

(d) If Borrower becomes the subject of any insolvency proceeding described in Sections 13.1(f) and (g), all of Borrower's obligations under the Loan Documents shall automatically become immediately due and payable upon the filing of the petition commencing such proceeding, all without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind or character. Upon the occurrence of any other Default, all of Borrower's obligations under the Loan Documents may become due and payable immediately without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor or other notices or demands of any kind or character, all at Bondowner Representative's option, exercisable in its sole discretion. If such acceleration occurs, Bondowner Representative may apply any undisbursed Loan funds and any sums in the Borrower's Funds Account to Borrower's obligations under the Loan Documents, in any order and proportions in Bondowner Representative's sole discretion.

Also upon any Default that occurs during the course of rehabilitation of the Project, Bondowner Representative in its sole discretion may enter and take possession of the Property, whether in person, by agent or by court-appointed receiver, and take any and all actions that Bondowner Representative in its sole discretion may consider necessary to complete rehabilitation of the Project, including making changes in plans, specifications, work or materials and entering into, modifying or terminating any contractual arrangements, all subject to Bondowner Representative's right at any time to discontinue any work without liability. By choosing to complete the rehabilitation of the Project, Bondowner Representative does not assume any liability to Borrower or any other person for completing the Project or for the manner or quality of its construction, and Borrower expressly waives any such liability. If Bondowner Representative exercises any of the rights or remedies provided in this Section 13.2, that exercise will not make Bondowner Representative, or cause Bondowner Representative to be deemed, a partner or joint venturer of Borrower. Bondowner Representative in its sole discretion may choose to complete rehabilitation in its own name. All sums expended by Bondowner Representative in completing rehabilitation will be considered to have been disbursed to Borrower and will be secured by the Deed of Trust and any other collateral held by Bondowner Representative in connection with the Loan; any sums of principal will be considered to be an additional loan to Borrower bearing interest at the Default Rate, and be secured by the Deed of Trust and any other collateral held by Bondowner Representative in connection with the Loan. For these purposes Bondowner Representative, in its sole discretion, may reallocate any line item or cost category of the cost breakdown.

13.3 DISBURSEMENTS TO THIRD PARTIES. Upon the occurrence of a Default occasioned by Borrower's failure to pay money to a third party as required by this Loan Agreement, Bondowner Representative may but shall not be obligated to make such payment from the Loan proceeds, Borrower's Funds, or other funds of Bondowner Representative. If such payment is made from proceeds of the Loan or from Borrower's Funds, Borrower shall immediately deposit with Bondowner Representative, upon written demand, an amount equal to such payment. If such payment is made from funds of Bondowner Representative, Borrower shall immediately repay such funds upon written demand of Bondowner Representative. In either case, the Default with respect to which any such payment has been made by Bondowner Representative shall not be deemed cured until such deposit or repayment (as the case may be) has been made by Borrower to Bondowner Representative.

13.4 BONDOWNER REPRESENTATIVE'S COMPLETION OF REHABILITATION. Upon the occurrence of a Default, Bondowner Representative may, upon five (5) days prior written notice to Borrower, and with or without legal process, take possession of the Property and Improvements, remove Borrower and all agents, employees and contractors of Borrower from the Property and Improvements, complete the work of rehabilitation and market and sell or lease the Property and/or Improvements. For this purpose, Borrower irrevocably appoints Bondowner Representative as its attorney in fact, which agency is coupled with an interest. As attorney in-fact, Bondowner Representative may, in Borrower's name, take or omit to take any action Bondowner Representative may deem appropriate, including, without limitation, exercising Borrower's rights under the Loan Documents and all contracts concerning the Property and/or Improvements.

13.5 BONDOWNER REPRESENTATIVE'S CESSATION OF REHABILITATION. If Bondowner Representative determines at any time that the Improvements are not being constructed in accordance with the Plans and Specifications and all governmental requirements, Bondowner Representative may immediately cause all rehabilitation to cease on any of the Improvements affected by the condition of nonconformance. Borrower shall thereafter not allow any rehabilitation work, other than corrective work, to be performed on any of the Improvements affected by the condition of nonconformance until such time as Bondowner Representative notifies Borrower in writing that the nonconforming condition has been corrected.

13.6 REPAYMENT OF FUNDS ADVANCED. Any funds expended by Bondowner Representative in the exercise of its rights or remedies under this Loan Agreement and the other Loan Documents shall be payable to Bondowner Representative upon demand, together with interest at the rate applicable to the principal balance of the Note from the date the funds were expended.

13.7 RIGHTS CUMULATIVE, NO WAIVER. All Bondowner Representative's rights and remedies provided in this Loan Agreement and the other Loan Documents, together with those granted by law or at equity, are cumulative and may be exercised by Bondowner Representative at any time. Bondowner Representative's exercise of any right or remedy shall not constitute a cure of any Default unless all sums then due and payable to Bondowner Representative under the Loan Documents are repaid and Borrower has cured all other Defaults. No waiver shall be implied from any failure of Bondowner Representative to take, or any delay by Bondowner Representative in taking, action concerning any Default or failure of condition under the Loan Documents, or from any previous waiver of any similar or unrelated Default or failure of condition. Any waiver or approval under any of the Loan Documents must be in writing and shall be limited to its specific terms.

13.8 EXERCISE OF THE ISSUER'S REMEDIES BY BONDOWNER REPRESENTATIVE. Whenever any default shall have happened and be subsisting the Bondowner Representative may, but except as otherwise provided in the Indenture shall not be obligated to, exercise any or all of the rights of the Issuer under this Article 13, with notice to the Issuer.

13.9 RIGHTS OF INVESTOR LIMITED PARTNER. Investor Limited Partner or an Investor Affiliate shall have the rights (but not the obligation) to cure any Default of Borrower under this Loan Agreement and the other Loan Documents as provided in Section 15.43 of this Loan Agreement.

13.10 NONEXCLUSIVE REMEDIES. No remedy herein conferred upon or reserved to the Issuer or the Bondowner Representative is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bondowner Representative to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required or as may be required by law.

13.11 EFFECT OF WAIVER. In the event any agreement contained in this Loan Agreement is breached by either party and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

13.12 BONDOWNER REPRESENTATIVE MAY FILE PROOFS OF CLAIM. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to Borrower or the property of Borrower, the Bondowner Representative (with the prior consent of the Bondowner Representative), shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) To file and prove a claim and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Issuer and the Bondowner Representative (including any claim for the reasonable compensation, expenses, disbursements and advances of the Issuer and Bondowner Representative, their agents and counsel) allowed in such judicial proceeding; and

(b) To collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute the same.

13.13 RESTORATION OF POSITIONS. If the Bondowner Representative has instituted any proceeding to enforce any right or remedy under this Loan Agreement, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Bondowner Representative, then and in every such case Borrower, the Bondowner Representative shall, subject to any determination in the proceeding, be restored to the positions they held prior to commencement of such proceedings, and thereafter all rights and remedies of the Issuer and the Bondowner Representative shall continue as though no such proceeding had been instituted.

13.14 SUITS TO PROTECT THE PROJECT. If Borrower shall fail to do so after 30 days prior written notice from the Bondowner Representative, the Bondowner Representative shall have power to institute and to maintain such proceedings as either of them may deem expedient to prevent any impairment of the Project or any portion thereof, by any acts which may be unlawful or in violation of this Loan Agreement, and such suits and proceedings as the Bondowner Representative may deem expedient to protect its interests in the Project or any portion thereof, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of, or compliance with, such enactment, rule or order would impair or adversely affect the Project or be prejudicial to the interests of the Bondowner Representative.

ARTICLE 14. TERMINATION

14.1 TERMINATION OF LOAN AGREEMENT; REQUIRED PREPAYMENT.

(a) Except during the continuance of a Default, Borrower shall have the option of terminating this Loan Agreement if (i) the Bonds have been paid in full or if provision is otherwise made for payment of the Bonds in such manner that the Indenture will be discharged on or before

the date of termination, (ii) such prepayment and termination is allowed by the Note and the Deed of Trust, (iii) Borrower provides the Bondowner Representative and the Issuer with an opinion of Bond Counsel to the effect that all such conditions for discharge of the Indenture have been satisfied; and provided that this Loan Agreement may not be terminated unless and until (x) all of Borrower's obligations under the Loan Documents have been satisfied and (y) all of Borrower's obligations with respect to the Issuer's fees and any rebate obligation have been satisfied and Borrower has so certified to the Issuer and the Bondowner Representative. All obligations of Borrower under Sections 3.3(a), 3.3(g)(i), 3.3(g)(iii), 3.3(h)(iv), 3.4, 3.16, 9.5, 11.38, 11.39, 11.41, 11.44(c) and 15.1 shall survive termination of this Loan Agreement. Notwithstanding the foregoing, Borrower may not terminate this Loan Agreement unless and until the Bondowner Representative has received an amount equal to the Bondowner Representative's and Issuer's fees and expenses under the Indenture and any other amounts due under Sections 3.3(a), 3.3(g)(i), 3.3(g)(iii), 3.3(h)(iv), 3.4, 3.16, 9.5, 11.38, 11.39, 11.41, 11.44(c) and 15.1 hereof, accrued and to accrue until the Bonds are fully paid and redeemed and all other advances, fees, costs and expenses reasonably incurred and to be incurred on or before the termination date by the Bondowner Representative under the Indenture and by the Issuer and the Bondowner Representative under this Loan Agreement and/or the other Loan Documents and the termination and payment in full of any termination fee due under any Swap Agreement between Borrower and Bondowner Representative.

(b) On the termination date, a closing shall be held at any office mutually agreed upon among the Issuer, Borrower and the Bondowner Representative (which closing may be conducted by first-class mail or recognized overnight delivery service). At the closing the Issuer and the Bondowner Representative shall, upon acknowledgment of receipt of the sum required to be paid pursuant to Section 14.1(a), execute and deliver to Borrower such release and other instruments as Borrower reasonably determines is necessary to terminate this Loan Agreement. All further obligations of Borrower hereunder (except as specifically provided in Sections 3.3(a), 3.3(g)(i), 3.3(g)(iii), 3.3(h)(iv), 3.4, 3.16, 9.5, 11.38, 11.39, 11.41, 11.44(c) and 15.1) shall thereupon terminate, provided, however, that Borrower shall also remain obligated to pay or reimburse the Issuer and the Bondowner Representative for the payment of all other fees, costs and expenses unaccounted for in the sum paid in accordance with Section 14.1(a) above and reasonably incurred before or subsequent to such closing in connection with the Bonds.

ARTICLE 15. MISCELLANEOUS PROVISIONS

15.1 INDEMNITY. BORROWER HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS BONDOWNER REPRESENTATIVE, ITS GOVERNING BODIES, DIRECTORS, OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, ACTIONS, JUDGMENTS, COURT COSTS AND LEGAL OR OTHER EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES) WHICH BONDOWNER REPRESENTATIVE MAY INCUR AS A DIRECT OR INDIRECT CONSEQUENCE OF: (A) THE PURPOSE TO WHICH BORROWER APPLIES THE PROCEEDS OF THE BONDS; (B) THE FAILURE OF BORROWER TO PERFORM ANY OBLIGATIONS AS AND WHEN REQUIRED BY THIS LOAN AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS; (C) ANY FAILURE AT ANY TIME OF ANY OF BORROWER'S REPRESENTATIONS OR WARRANTIES TO BE TRUE AND CORRECT; OR (D) ANY ACT OR OMISSION BY BORROWER, CONSTITUENT PARTNER OF BORROWER, ANY CONTRACTOR, SUBCONTRACTOR OR MATERIAL SUPPLIER, ENGINEER, ARCHITECT OR OTHER PERSON OR ENTITY WITH RESPECT TO ANY OF THE PROPERTY OR IMPROVEMENTS, PROVIDED, HOWEVER THAT BORROWER WILL NOT BE REQUIRED TO INDEMNIFY BONDOWNER REPRESENTATIVE FOR LIABILITIES ARISING DUE TO BONDOWNER REPRESENTATIVE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BORROWER SHALL IMMEDIATELY PAY TO BONDOWNER REPRESENTATIVE UPON DEMAND ANY AMOUNTS OWING UNDER THIS INDEMNITY, TOGETHER WITH INTEREST FROM THE DATE THE INDEBTEDNESS ARISES UNTIL PAID AT THE RATE OF INTEREST APPLICABLE TO THE PRINCIPAL BALANCE OF THE NOTE. BORROWER'S DUTY AND OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS BONDOWNER REPRESENTATIVE

SHALL SURVIVE CANCELLATION OF THE NOTE AND THE RELEASE, RECONVEYANCE OR PARTIAL RECONVEYANCE OF THE DEED OF TRUST.

15.2 FORM OF DOCUMENTS. The form and substance of all documents, instruments, and forms of evidence to be delivered to Bondowner Representative under the terms of this Loan Agreement and any of the other Loan Documents shall be subject to Bondowner Representative's approval and shall not be modified, superseded or terminated in any respect without Bondowner Representative's prior written approval.

15.3 NO THIRD PARTIES BENEFITED. No person other than Issuer, Bondowner Representative and Borrower and their permitted successors and assigns shall have any right of action under any of the Loan Documents, except as set forth in the Subordination Agreement.

15.4 NOTICES. All notices, demands, or other communications under this Loan Agreement and the other Loan Documents shall be in writing and shall be delivered to the appropriate party at the address set forth on the signature page of this Loan Agreement and, as applicable, to Bondowner Representative at its Minneapolis Loan Center as specified in Exhibit D (subject to change from time to time by written notice to all other parties to this Loan Agreement). All notices to be delivered to Investor Limited Partner hereunder or under any other Loan Documents shall be sent to c/o Red Stone Equity Partners, LLC, 1100 Superior Avenue, Suite 1640, Cleveland, Ohio 44114, Attention: General Counsel, with a copy to Bocarsly Emden Cowan Esmail & Arndt LLP, 633 W. Fifth Street, 64th Floor, Los Angeles, California 90071, Attention: Kyle B. Arndt, Esq. All communications shall be deemed served upon delivery of, or if mailed, upon the first to occur of receipt or the expiration of three (3) days after the deposit in the United States Postal Service mail, postage prepaid and addressed to the address of Borrower or Bondowner Representative at the address specified; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

15.5 ATTORNEY-IN-FACT. Borrower hereby irrevocably appoints and authorizes Bondowner Representative, as Borrower's attorney in fact, which agency is coupled with an interest, to execute and/or record in Bondowner Representative's or Borrower's name any notices, instruments or documents that Bondowner Representative deems appropriate to protect Bondowner Representative's interest under any of the Loan Documents.

15.6 ACTIONS. Borrower agrees that Bondowner Representative, in exercising the rights, duties or liabilities of Bondowner Representative or Borrower under the Loan Documents, may commence, appear in or defend any action or proceeding purporting to affect the Property, the Improvements, or the Loan Documents and Borrower shall immediately reimburse Bondowner Representative upon demand for all such expenses so incurred or paid by Bondowner Representative, including, without limitation, attorneys' fees and expenses and court costs.

15.7 RIGHT OF CONTEST. Notwithstanding anything to the contrary herein or in any of the other Loan Documents, Borrower may contest in good faith any claim, demand, levy or assessment (other than liens and stop notices) by any person other than Bondowner Representative which would constitute a Default if: (a) Borrower pursues the contest diligently, in a manner which Bondowner Representative determines is not prejudicial to Bondowner Representative, and does not impair the rights of Bondowner Representative under any of the Loan Documents; and (b) Borrower deposits with Bondowner Representative any funds or other forms of assurance which Bondowner Representative in good faith determines from time to time appropriate to protect Bondowner Representative from the consequences of the contest being unsuccessful. Borrower's compliance with this Section shall operate to prevent such claim, demand, levy or assessment from becoming a Default.

15.8 RELATIONSHIP OF PARTIES. The relationship of Borrower and Bondowner Representative under the Loan Documents is, and shall at all times remain, solely that of borrower and representative of the Bondowners, and Bondowner Representative neither undertakes nor assumes any

responsibility or duty to Borrower or to any third party with respect to the Property or Improvements, except as expressly provided in this Loan Agreement and the other Loan Documents.

15.9 DELAY OUTSIDE BONDOWNER REPRESENTATIVE'S CONTROL. Bondowner Representative shall not be liable in any way to Borrower or any third party for Bondowner Representative's failure to perform or delay in performing under the Loan Documents (and Bondowner Representative may suspend or terminate all or any portion of Bondowner Representative's obligations under the Loan Documents) if such failure to perform or delay in performing results directly or indirectly from, or is based upon, the action, inaction, or purported action, of any governmental or local authority, or because of war, rebellion, insurrection, strike, lock out, boycott or blockade (whether presently in effect, announced or in the sole judgment of Bondowner Representative deemed probable), or from any Act of God or other cause or event beyond Bondowner Representative's control.

15.10 ATTORNEYS' FEES AND EXPENSES; ENFORCEMENT. If any attorney is engaged by Bondowner Representative to enforce or defend any provision of this Loan Agreement, any of the other Loan Documents or Other Related Documents, or as a consequence of any Default under the Loan Documents, with or without the filing of any legal action or proceeding, and including, without limitation, any fees and expenses incurred in any bankruptcy proceeding of the Borrower, then Borrower shall immediately pay to Bondowner Representative, upon demand, the amount of all attorneys' fees and expenses and all costs incurred by Bondowner Representative in connection therewith, together with interest thereon from the date of such demand until paid at the rate of interest applicable to the principal balance of the Note as specified therein.

15.11 IN-HOUSE COUNSEL FEES. Whenever Borrower is obligated to pay or reimburse Bondowner Representative for any attorneys' fees, those fees shall include the allocated costs for services of in-house counsel or loan administrators.

15.12 IMMEDIATELY AVAILABLE FUNDS. Unless otherwise expressly provided for in this Loan Agreement, all amounts payable by Borrower to Bondowner Representative shall be payable only in United States currency, immediately available funds.

15.13 BONDOWNER REPRESENTATIVE'S CONSENT. Wherever in this Loan Agreement there is a requirement for Bondowner Representative's consent and/or a document to be provided or an action taken "to the satisfaction of Bondowner Representative" or the equivalent, it is understood by such phrase that, unless otherwise stated, Bondowner Representative shall exercise its consent, right or judgment in a reasonable manner given the specific facts and circumstance applicable at the time.

15.14 BOND SALES AND PARTICIPATIONS; DISCLOSURE OF INFORMATION. Borrower acknowledges that Bondowner Representative may elect, at any time, subject to the requirements of the Indenture, to sell, assign or grant participations in all or any portion of its rights and obligations under the Bonds, and that any such sale, assignment or participation may be to one or more financial institutions, private investors, and/or other entities, at Bondowner Representative's sole discretion ("**Participant**"). Borrower further agrees that Bondowner Representative may disseminate to any such actual or potential purchaser(s), assignee(s) or participant(s) all documents and information (including, without limitation, all financial information) which has been or is hereafter provided to or known to Bondowner Representative with respect to: (a) the Property and Improvements and its operation; (b) any party connected with the Loan (including, without limitation, the Borrower, any partner of Borrower, any constituent partner or member of Borrower, any Guarantor, any Indemnitor and any non-Borrower trustor); and/or (c) any lending relationship other than the Loan which Bondowner Representative may have with any party connected with the Loan. In the event of any such sale, assignment or participation, Bondowner Representative and the parties to such transaction shall share in the rights and obligations of Bondowner Representative as set forth in the Loan Documents only as and to the extent they agree among themselves. In connection with any such sale, assignment or participation, Borrower further agrees that the Loan Documents shall be sufficient evidence of the obligations of Borrower to each purchaser, assignee, or participant, and upon written request by Bondowner Representative, Borrower shall enter into such amendments or modifications to the Loan

Documents as may be reasonably required in order to evidence any such sale, assignment or participation. The indemnity obligations of Borrower under the Loan Documents shall also apply with respect to any purchaser, assignee or participant.

Anything in this Loan Agreement to the contrary notwithstanding, and without the need to comply with any of the formal or procedural requirement of this Loan Agreement, including this Section, any lender may at any time and from time to time pledge and assign all or any portion of its rights under all or any of the Loan Documents to a Federal Reserve Bank; provided that no such pledge or assignment shall release such lender from its obligations thereunder.

15.15 FANNIE MAE REQUIREMENTS. Borrower agrees to execute such additional documents (which documents shall be considered "Loan Documents") as Bondowner Representative may reasonably request to facilitate the sale of the Bonds at any time to, or a credit enhancement facility with, Fannie Mae or another purchaser of loans or credit enhancement provider in the secondary market which generally follows Fannie Mae standards. If, prior to the Conversion Date, there are any modifications in or additions to any of the requirements imposed or standards used by Fannie Mae in connection with loans purchased by it or by others purchasing loans on the secondary market, or in connection with credit enhancement facilities provided by it or other credit enhancement providers on the secondary market, and generally following Fannie Mae standards, then effective as of the Conversion Date, at Bondowner Representative's request, Borrower shall execute amendments to the Loan Documents, or shall execute additional Loan Documents, to conform with such modifications or additions. Despite anything in the foregoing to the contrary, none of the amendments or additional documents requested hereunder shall materially change the terms of the Loan Documents or increase the financial obligations of Borrower or Issuer.

15.16 SIGNS. Bondowner Representative may place on the Property reasonable signs standard to construction loan transactions stating that construction financing is being provided by Bondowner Representative.

15.17 BONDOWNER REPRESENTATIVE'S AGENTS. Bondowner Representative may designate an agent or independent contractor to exercise any of Bondowner Representative's rights under this Loan Agreement and any of the other Loan Documents. Any reference to Bondowner Representative in any of the Loan Documents shall include Bondowner Representative's agents, employees or independent contractors. Borrower shall pay the costs of such agent or independent contractor either directly to such person or to Bondowner Representative in reimbursement of such costs, as applicable.

15.18 TAX SERVICE. Bondowner Representative is authorized to secure, at Borrower's expense, a tax service contract with a third party vendor which shall provide tax information on the Property and Improvements satisfactory to Bondowner Representative.

15.19 WAIVER OF RIGHT TO TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER, BONDOWNER REPRESENTATIVE AND ISSUER EACH EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THE LOAN DOCUMENTS, INCLUDING, WITHOUT LIMITATION, ANY PRESENT OR FUTURE MODIFICATION THEREOF OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THE LOAN DOCUMENTS (AS NOW OR HEREAFTER MODIFIED) OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND THE BONDOWNER REPRESENTATIVE, BORROWER AND ISSUER EACH HEREBY AGREES AND CONSENTS THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF

THE CONSENT OF BONDOWNER REPRESENTATIVE, BORROWER AND ISSUER TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY.

15.20 SEVERABILITY. If any provision or obligation under this Loan Agreement and the other Loan Documents shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be deemed severed from the Loan Documents and the validity, legality and enforceability of the remaining provisions or obligations shall remain in full force as though the invalid, illegal, or unenforceable provision had never been a part of the Loan Documents, provided, however, that if the rate of interest or any other amount payable under the Note or this Loan Agreement or any other Loan Document, or the right of collectability therefor, are declared to be or become invalid, illegal or unenforceable, Bondowner Representative's obligations to make advances under the Loan Documents shall not be enforceable by Borrower.

15.21 HEIRS, SUCCESSORS AND ASSIGNS. Except as otherwise expressly provided under the terms and conditions of this Loan Agreement, the terms of the Loan Documents shall bind and inure to the benefit of the heirs, successors and assigns of the parties.

15.22 TIME. Time is of the essence of each and every term of this Loan Agreement.

15.23 HEADINGS. All Article, Section or other headings appearing in this Loan Agreement and any of the other Loan Documents are for convenience of reference only and shall be disregarded in construing this Loan Agreement and any of the other Loan Documents.

15.24 GOVERNING LAW; VENUE. This Loan Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California, except to the extent preempted by federal laws. Borrower and all persons and entities in any manner obligated to Bondowner Representative under the Loan Documents consent to the jurisdiction of any federal or state court within the State of California having proper venue and also consent to service of process by any means authorized by California or federal law. Venue for any judicial proceeding hereunder shall be in Contra Costa County unless the Issuer waives that requirement in writing.

15.25 INTEGRATION; INTERPRETATION. The Loan Documents and the Bond Documents contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations or agreements, written or oral. The Loan Documents shall not be modified except by written instrument executed by all parties. Any reference to the Loan Documents includes any amendments, renewals or extensions now or hereafter approved by Bondowner Representative in writing. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The word "include(s)" means "include(s), without limitation", and the word "including" means "including, but not limited to". No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Loan Agreement. The exhibits to this Loan Agreement are hereby incorporated in this Loan Agreement.

15.26 USA PATRIOT ACT NOTICE. COMPLIANCE. The USA Patriot Act of 2001 (Public Law 107-56) and federal regulations issued with respect thereto require all financial institutions to obtain, verify and record certain information that identifies individuals or business entities which open an "account" with such financial institution. Consequently, Bondowner Representative may from time-to-time request, and Borrower shall provide to Bondowner Representative, Borrower's name, address, tax identification number and/or such other identification information as shall be necessary for Bondowner Representative to comply with federal law. An "account" for this purpose may include, without limitation, a deposit account, cash management service, a transaction or asset account, a credit account, a loan or other extension of credit, and/or other financial services product.

15.27 JOINT AND SEVERAL LIABILITY. The liability of all persons and entities obligated in any manner under this Loan Agreement and any of the Loan Documents shall be joint and several.

15.28 COUNTERPARTS. To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

15.29 NO WAIVER; CONSENTS. No alleged waiver by Bondowner Representative or Issuer will be effective unless in writing, and no waiver will be construed as a continuing waiver. No waiver may be implied from any delay or failure by Bondowner Representative or Issuer to take action on account of any default of Borrower or to exercise any right or remedy against Borrower or any security. Consent by Bondowner Representative or Issuer to any act or omission by Borrower may not be construed as a consent to any other or subsequent act or omission or as a waiver of the requirement for Bondowner Representative's consent to be obtained in any future or other instance. All of Bondowner Representative's rights and remedies are cumulative.

15.30 AMENDMENTS, CHANGES AND MODIFICATIONS. Except as otherwise provided in this Loan Agreement or in the Indenture, subsequent to the issuance of the Bonds and before the lien of the Indenture is satisfied and discharged in accordance with its terms, this Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of Bondowner Representative and Borrower (and the Issuer to the extent any proposed amendment, change or modification relates to any rights reserved by the Issuer under the Indenture).

15.31 LIMITATION ON ISSUER'S LIABILITY. The Issuer shall not be obligated to pay the principal (or redemption price) of or interest on the Bonds, except from Revenues and other moneys and assets received by the Bondowner Representative on behalf of the Issuer pursuant to this Loan Agreement. Neither the faith and credit nor the taxing power of the State or any political subdivision thereof, nor the faith and credit of the Issuer is pledged to the payment of the principal (or redemption price) or interest on the Bonds. The Issuer shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Loan Agreement, the Bonds or the Indenture, except only to the extent amounts are received for the payment thereof from the Borrower under this Loan Agreement.

The Borrower hereby acknowledges that the Issuer's sole source of moneys to repay the Bonds will be provided by payments made by the Borrower pursuant to this Loan Agreement and the receipt of other Revenues, together with investment income on certain funds and accounts held by the Bondowner Representative under the Indenture, and hereby agrees that if the payments to be made hereunder shall ever prove insufficient to pay all principal (or redemption price) and interest on the Bonds as the same shall become due (whether by maturity, redemption, acceleration or otherwise), then upon notice from the Bondowner Representative, the Borrower shall pay such amounts as are required from time to time to prevent any deficiency or default in the payment of such principal (or redemption price) or interest, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Bondowner Representative, the Borrower, the Issuer or any third party, subject to any right of reimbursement from the Bondowner Representative, the Issuer or any such third party, as the case may be, therefor.

15.32 PURPOSE AND EFFECT OF BONDOWNER REPRESENTATIVE APPROVAL. Bondowner Representative's approval of any matter in connection with the Loan is for the sole purpose of protecting the security and rights of the Bondowner Representative. No such approval will result in a waiver of any default of Borrower. In no event may Bondowner Representative's approval be a representation of any kind with regard to the matter being approved.

15.33 NO COMMITMENT TO INCREASE LOAN. From time to time, Bondowner Representative may approve changes to the Plans and Specifications at Borrower's request and also require Borrower to make corrections to the work of rehabilitation, all on and subject to the terms and conditions of this Loan Agreement. Borrower acknowledges that no such action or other action by Bondowner Representative will in any manner commit or obligate the Issuer or Bondowner Representative to increase the amount of the Loan.

15.34 RELATIONSHIPS WITH OTHER BONDOWNER REPRESENTATIVE CUSTOMERS. From time to time, Bondowner Representative may have business relationships with Borrower's customers, suppliers, contractors, tenants, partners, shareholders, officers or directors, or with businesses offering products or services similar to those of Borrower, or with persons seeking to invest in, borrow from or lend to Borrower. Borrower agrees that Bondowner Representative may extend credit to such parties and take any action it deems necessary to collect the credit, regardless of the effect that such extension or collection of credit may have on Borrower's financial condition or operations. Borrower further agrees that in no event will Bondowner Representative be obligated to disclose to Borrower any information concerning any other Bondowner Representative customer.

15.35 DISCLOSURE TO TITLE COMPANY. Without notice to or the consent of Borrower, Bondowner Representative may disclose to any title insurance company insuring any interest of Bondowner Representative under the Deed of Trust (whether as primary insurer, coinsurer or reinsurer) any information, data or material in Bondowner Representative's possession relating to Borrower, the Loan, the Project or the Property.

15.36 RESTRICTION ON PERSONAL PROPERTY. Except for the replacement of personal property made in the ordinary course of Borrower's business with items of equal or greater value, Borrower may not sell, convey or otherwise transfer or dispose of its interest in any personal property in which Bondowner Representative has a security interest or contract to do any of the foregoing, without the prior written consent of Bondowner Representative in each instance.

15.37 LOAN COMMISSION. Bondowner Representative is not obligated to pay any brokerage commission or fee in connection with or arising out of the Loan. Borrower must pay any and all brokerage commissions or fees arising out of or in connection with the Loan.

15.38 COMPLIANCE WITH USURY LAWS. Notwithstanding any other provision of this Loan Agreement, it is agreed and understood that in no event shall this Loan Agreement, with respect to the Note or other instrument of indebtedness, be construed as requiring Borrower or any other person to pay interest and other costs or considerations that constitute interest under any applicable law which are contracted for, charged or received pursuant to this Loan Agreement in an amount in excess of the maximum amount of interest allowed under any applicable law. In the event of any acceleration of the payment of the principal amount of the Note or other evidence of indebtedness, that portion of any interest payment in excess of the maximum legal rate of interest, if any, provided for in this Loan Agreement or related documents shall be canceled automatically as of the date of such acceleration, or if theretofore paid, credited to the principal amount. The provisions of this Section prevail over any other provision of this Loan Agreement.

15.39 INTENTIONALLY OMITTED.

15.40 INTENTIONALLY OMITTED.

15.41 REMOVAL OF GENERAL PARTNER. Notwithstanding anything to the contrary contained in this Loan Agreement, the replacement of General Partner for cause in accordance with the Partnership Agreement shall not constitute a default under any of the Loan Documents or accelerate the maturity of the Loan; provided, however, such substitute General Partner must be reasonably satisfactory to and approved in writing by Bondowner Representative. Such acceptable substitute General Partner is to be selected no later than thirty (30) days and admitted no later than sixty (60) days after the date of the removal of the General Partner. Further, any removal and replacement of General Partner not in

accordance with the Partnership Agreement shall require the prior written consent of Bondowner Representative, which consent shall not be unreasonably withheld. Any substitute General Partner shall assume all of the rights and obligations of the removed General Partner under all of the Loan Documents, pursuant to an assumption agreement in the form provided by Bondowner Representative.

15.42 TRANSFER OF LIMITED PARTNER INTERESTS. The interests of the Investor Limited Partner shall be transferable to a Permitted Transferee and such transfer shall not constitute a Default under any of the Loan Documents.

15.43 CURE OF DEFAULTS. Notwithstanding anything to the contrary herein, any cure of any Default hereunder or under any other Loan Document made or tendered by the Investor Limited Partner shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower; provided, however, if in order to cure such default, the Investor Limited Partner reasonably believes that it must remove the general partner of Borrower pursuant to the Partnership Agreement and the Investor Limited Partner notifies Bondowner Representative of such removal, so long as the Investor Limited Partner is diligently attempting to remove the general partner, the Investor Limited Partner shall have until the date thirty (30) days after the effective date of the removal of the general partner, or such longer period as provided herein, to cure such Default or alleged Default.

15.44 EXTENDED USE AGREEMENT. Upon Conversion, Bondowner Representative acknowledges that Borrower and the State of California, acting through TCAC intend to enter into an extended use agreement, which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the "**Code**"). As of the date hereof, Code Section 42(h)(6)(E)(ii) does not permit the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or any increase in the gross rent with respect to such unit otherwise permitted under Code Section 42 for a period of three (3) years after the date the building is acquired by foreclosure or by instrument in lieu of foreclosure. In the event the extended use agreement required by the Credit Agency is recorded against the Property, Bondowner Representative agrees to comply with the provisions set forth in Code Section 42(h)(6)(E)(ii).

15.45 AFFIRMATIVE ACTION. Borrower shall not discriminate in its employment practices against any employee or applicant for employment because of the applicant's race, creed, religion, national origin or ancestry, sex, age, sexual orientation or preference, marital status, color, physical disability, familial status and disability, mental conditions or medical conditions, including pregnancy, childbirth or related condition.

15.46 JUDICIAL REFERENCE.

(a) At all times from and after the Conversion Date, the parties hereto agree that any and all disputes, claims and controversies arising out of the Loan Documents or the transactions contemplated thereby (including, without limitation, actions arising in contract or tort and any claims by a party against Bondowner Representative and/or the Issuer related in any way to the Bonds or the transactions contemplated hereunder) (a "**Dispute**") that are brought before a forum in which the pre-dispute waivers of the right to trial by jury set forth in Section 15.19 above are invalid under applicable law shall be subject to the terms of this Section 15.46 in lieu of the jury trial waivers set forth in Section 15.19 or as otherwise provided in the Loan Documents.

(b) Any and all such Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure § 638 et seq. The parties shall use their respective commercially reasonable and good faith efforts to agree upon and select such referee, who shall be a retired California state or federal judge, provided, however, that the parties shall not appoint a referee that may be disqualified pursuant to California Code of Civil Procedure § 641 or § 641.2 without the prior written consent of all the parties. If the parties are unable to agree upon a referee within ten (10) calendar days after a party serves written notice of intent for judicial reference upon the other party or parties, then the referee shall be selected by the court in accordance with California Code of Civil Procedure § 640(b). The referee shall render a written

statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court and the California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The referee's decision shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure §§ 644-645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

(c) If a Dispute includes multiple claims, some of which are found not subject to this Loan Agreement, the parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Loan Agreement until all other Disputes or parts thereof are resolved in accordance with this Loan Agreement. If there are Disputes by or against multiple parties, some of which are not subject to this Loan Agreement, the parties shall sever the Disputes subject to this Loan Agreement and resolve them in accordance with this Loan Agreement.

(d) Nothing in this Section 15.46 shall be deemed to apply to or limit the rights of Bondowner Representative and/or Issuer (i) to exercise self-help remedies, including, without limitation, setoff, or (ii) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, or (iii) to obtain from a court provisional or ancillary remedies, including, without limitation, injunctive relief, writ(s) of possession, prejudgment attachment, protective order(s) or the appointment of a receiver, or (iv) to pursue rights against a party in a third-party proceeding in any action brought against Bondowner Representative and/or Issuer, including, without limitation, actions in bankruptcy court. Bondowner Representative and/or Issuer may exercise the foregoing rights before, during or after the pendency of any judicial reference proceeding. The failure to exercise any of the foregoing remedies shall not constitute a waiver of the right of any party, including, without limitation, the claimant in any such action, to require submission to judicial reference the merits of the Dispute giving rise to such remedies. No provision in the Loan Documents regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in this Section for judicial reference of any Dispute.

(e) During the pendency of any Dispute which is submitted to judicial reference in accordance with this Section, each of the parties to such Dispute shall bear equal share of the fees charged and costs incurred by the referee in performing the services described herein. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amounts as determined by the referee.

(f) Each party hereto acknowledges and agrees that the provisions of this Section constitute a material inducement to enter into this Loan Agreement, the Loan Documents and to consummate the transactions contemplated thereunder, and that the parties will continue to be bound by and rely on such provisions in the course of their dealings with regard to any Dispute governed by the provisions of this Section. Each party hereto further warrants and represents that it has reviewed these provisions with legal counsel of its own choosing, or has had the opportunity to do so, and that it knowingly and voluntarily agrees to abide by the provisions of this Section having had the opportunity to consult with legal counsel.

(g) THIS SECTION CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR THE PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE § 638. IN THE EVENT OF LITIGATION, THIS LOAN AGREEMENT MAY BE FILED AS EVIDENCE OF EITHER OR ALL PARTIES' CONSENT AND AGREEMENT TO HAVE ANY AND ALL DISPUTES HEARD AND DETERMINED BY A REFEREE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE § 638. THE PARTIES ACKNOWLEDGE THAT JUDICIAL REFERENCE PROCEEDINGS CONDUCTED IN

ACCORDANCE WITH THIS SECTION WOULD BE CONDUCTED BY A PRIVATE REFEREE ONLY, SITTING WITHOUT A JURY.

15.47 ELECTRONIC TRANSMISSION OF DATA. Bondowner Representative and Borrower agree that certain data related to the Loan (including confidential information, documents, applications and reports) may be transmitted electronically, including transmission over the Internet. This data may be transmitted to, received from or circulated among agents and representatives of Borrower and/or Bondowner Representative and their affiliates and other persons involved with the subject matter of this Agreement. Borrower acknowledges and agrees that (a) there are risks associated with the use of electronic transmission and that Bondowner Representative does not control the method of transmittal or service providers, (b) Bondowner Representative has no obligation or responsibility whatsoever and assumes no duty or obligation for the security, receipt or third party interception of any such transmission, and (c) BORROWER SHALL RELEASE, HOLD HARMLESS AND INDEMNIFY BONDOWNER REPRESENTATIVE FOR, FROM AND AGAINST ANY CLAIM, DAMAGE OR LOSS, INCLUDING THAT ARISING IN WHOLE OR PART FROM BONDOWNER REPRESENTATIVE'S STRICT LIABILITY OR SOLE, COMPARATIVE OR CONTRIBUTORY NEGLIGENCE, WHICH IS RELATED TO THE ELECTRONIC TRANSMISSION OF DATA.

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IN WITNESS WHEREOF, Issuer, Borrower and Bondowner Representative have executed this Loan Agreement as of the date appearing on the first page of this Loan Agreement.

ISSUER:

COUNTY OF CONTRA COSTA,

a political subdivision and body corporate and politic

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

Issuer's Address:

County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, California 94553
Attention: Community Development Bond Program
Manager

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BONDOWNER REPRESENTATIVE:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
Jeff Bennett
Senior Vice President

Bondowner Representative's Address:

Wells Fargo Bank, National Association
Community Lending and Investment
MAC# A0119-177
333 Market Street, 17th Floor
San Francisco, California 94105
Tel. No.: (415) 801-8528
Fax No.: (415) 801-8681
Attention: Emily Cafuir

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BORROWER:

ANTIOCH RECAP, L.P.,
a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its General Partner

By: Resources for Community Development,
a California nonprofit public benefit corporation,
its sole Member/Manager

By: _____
Daniel Sawislak
Executive Director

Borrower's Address:

c/o Resources for Community Development
2220 Oxford Street
Berkeley, California 94704
Attention: Executive Director

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EXHIBIT A - PROPERTY DESCRIPTION

Exhibit A to Loan Agreement between ANTIOCH RECAP, L.P., a California limited partnership, as “Borrower”, the COUNTY OF CONTRA COSTA, as “Issuer”, and WELLS FARGO BANK, NATIONAL ASSOCIATION, and its successors and assigns, as “Bondowner Representative”, dated as of _____, 2018.

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EXHIBIT B - DOCUMENTS

Exhibit B to Loan Agreement between ANTIOCH RECAP, L.P., a California limited partnership, as “Borrower”, the COUNTY OF CONTRA COSTA, as “Issuer”, and WELLS FARGO BANK, NATIONAL ASSOCIATION, and its successors and assigns, as “Bondowner Representative”, dated as of _____, 2018.

1. Loan Documents. The documents listed below, numbered 1.1 through 1.19, inclusive, and amendments, modifications and supplements thereto which have received the prior written consent of Bondowner Representative, together with any documents executed in the future that are approved by Bondowner Representative and that recite that they are “Loan Documents” for purposes of this Loan Agreement are collectively referred to herein as the Loan Documents.

///[TO BE UPDATED]///

- 1.1 This Loan Agreement.
- 1.2 Promissory Note, together with an Allonge executed by Issuer in favor of Bondowner Representative.
- 1.3 The Construction and Permanent Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing of even date herewith executed by Borrower, as Trustor, to American Securities Company, a California corporation, as Trustee, for the benefit of Issuer, as Beneficiary, who has assigned its rights thereunder to the Bondowner Representative.
- 1.4 The Subordination Agreements.
- 1.5 Assignment of Deed of Trust and Loan Documents of even date herewith, executed by Issuer as Assignor in favor of Bondowner Representative as Assignee and consented to by Borrower.
- 1.6 Pledge and Security Agreement of even date herewith executed by Borrower and General Partner as debtor in favor of Bondowner Representative.
- 1.7 Uniform Commercial Code – National Financing Statements – form UCC 1 (Deed of Trust), dated of even date herewith showing Borrower as Debtor, and Bondowner Representative and Issuer as Secured Party (for filing in California).
- 1.8 Uniform Commercial Code – National Financing Statements – form UCC 1 (Tax Credits), dated of even date herewith showing Borrower and General Partner, as Debtor, and Bondowner Representative as Secured Party (for filing in California).
- 1.9 Uniform Commercial Code – National Financing Statements – form UCC 1 (Completion Guaranty), dated of even date herewith showing Guarantor, as Debtor, and Bondowner Representative as Secured Party (for filing in California).
- 1.10 Assignment of Construction Contracts of even date herewith executed by Borrower and Contractor in favor of Bondowner Representative.
- 1.11 Assignment of Architectural Agreements and Plans and Specifications of even date herewith executed by Borrower and Architect in favor of Bondowner Representative.
- 1.12 Assignment of Civil Engineering Agreements and Plans and Specifications of even date herewith executed by Borrower in favor of Bondowner Representative.

- 1.13 Assignment of Management Agreement of even date herewith executed by Borrower and Property Manager in favor of Bondowner Representative.
 - 1.14 Assignment of Agreement to Enter Into Housing Assistance Payments Contract, Housing Assistance Payments Contract and Housing Assistance Payments of even date herewith executed by Borrower in favor of Bondowner Representative and consented to by Contract Administrator.
 - 1.15 Replacement Reserve Agreement of even date herewith executed by Borrower and Bondowner Representative.
 - 1.16 Delivery Assurance Note
 - 1.17 Delivery Assurance Deed of Trust
 - 1.18 Disbursement Instruction Agreement executed by Borrower.
 - 1.19 Agreement for Disbursement Prior to Recording and Amendment to Note of even date herewith executed by Borrower and Bondowner Representative.
 - 1.20 Copartnership, Joint Venture or Association Borrowing Certificate of even date herewith executed by General Partner.
 - 1.21 Corporate Resolution Authorizing Partnership Activity executed by the Secretary of Guarantor.
2. Other Related Documents (Which Are Not Loan Documents):
- 2.1 Completion Guaranty of even date herewith executed by Guarantor, in favor of Bondowner Representative.
 - 2.2 Repayment Guaranty of even date herewith executed by Guarantor, in favor of Bondowner Representative.
 - 2.3 Non-Recourse Indemnification
 - 2.4 Hazardous Materials Indemnity Agreement (Unsecured - Borrower) dated of even date herewith executed by Borrower in favor of Bondowner Representative.
 - 2.5 Hazardous Materials Indemnity Agreement (Unsecured - Guarantor) dated of even date herewith executed by Guarantor in favor of Bondowner Representative.
 - 2.6 Opinion of Borrower's Legal Counsel dated as of the Effective Date, executed by Borrower's Legal Counsel on behalf of Borrower, Guarantor and Indemnitor, in favor of Bondowner Representative and its successors and assigns.
 - 2.7 Opinion of Bond Counsel.
 - 2.8 Corporate Resolution Authorizing Execution of Guaranty and Indemnity and Endorsement and Hypothecation of Property executed by Guarantor.
 - 2.9 Any Swap Agreement between Borrower and Bondowner Representative.

EXHIBIT C - FINANCIAL REQUIREMENT ANALYSIS

Exhibit C to Loan Agreement between ANTIOCH RECAP, L.P., a California limited partnership, as “Borrower”, the COUNTY OF CONTRA COSTA, as “Issuer”, and WELLS FARGO BANK, NATIONAL ASSOCIATION, and its successors and assigns, as “Bondowner Representative”, dated as of _____, 2018.

The Financial Requirement Analysis set forth herein represents an analysis of the total costs necessary in Borrower’s estimation to perform Borrower’s obligations under the Loan Documents. Column A, “Original Budget,” sets forth Borrower’s representation of the maximum costs for each Item specified in Column A. Column B, “Deferred Costs” sets forth Borrower’s representation of costs that Borrower has paid or has caused to be paid from other sources of funds for each Item specified in Column B. Column C, “Net Construction Budget” sets forth the portion of the Loan and Borrower’s Funds which has been allocated for each Item specified in Column C and will be disbursed pursuant to the terms, covenants, conditions and provisions of Exhibit D of this Loan Agreement and the Loan Documents. Unless specified otherwise, all reference to Columns or Items in this Loan Agreement refer to Columns or Items in this Exhibit C.

[See Attached]

EXHIBIT D - DISBURSEMENT PLAN

Exhibit D to Loan Agreement between ANTIOCH RECAP, L.P., a California limited partnership, as "Borrower", the COUNTY OF CONTRA COSTA, as "Issuer", and WELLS FARGO BANK, NATIONAL ASSOCIATION, and its successors and assigns, as "Bondowner Representative", dated as of _____, 2018.

1. Timing of Disbursement. Unless another provision of this Loan Agreement specifies otherwise, on or about the last day of each month, or at such other times as Bondowner Representative may approve or determine more appropriate, Borrower shall submit to:

Wells Fargo Bank, National Association
Minneapolis Loan Center
600 South 4th Street, 9th Floor
Minneapolis, MN 55415
Attention: Disbursement Administrator, Maria Letran (612) 667-7526

a written itemized statement, signed by Borrower ("**Application for Payment**") setting forth:

- 1.1 a description of the work performed, material supplied and/or costs incurred or due for which disbursement is requested with respect to any line item ("**Item**") shown in Column D ("**Disbursement Budget**") of the Financial Requirement Analysis attached as Exhibit C to this Loan Agreement; and
- 1.2 the total amount incurred, expended and/or due for each requested Item less prior disbursements.
- 1.3 Each Application for Payment by Borrower shall constitute a representation and warranty by Borrower that Borrower is in compliance with all the conditions precedent to a disbursement specified in this Loan Agreement.
- 1.4 Bondowner Representative shall have the right to require that Disbursements shall be made, after satisfaction of the conditions contained in this Exhibit D and the Disbursement Plan. Disbursements shall be made into Borrower's demand deposit account at Wells Fargo Bank, National Association, account number 4591285689 (the "**Account**").
- 1.5 No Disbursements shall be made from and after the Conversion Date.

2. Bondowner Representative's Right to Condition Disbursements. Bondowner Representative shall have the right to condition any disbursement upon Bondowner Representative's receipt and approval of the following:

- 2.1 the Application for Payment and an itemized requisition for payment of line items shown in the Disbursement Budget as hard costs ("**Hard Costs**");
- 2.2 bills, invoices, documents of title, vouchers, statements, payroll records, receipts and any other documents evidencing the total amount expended, incurred or due for any requested Items;
- 2.3 evidence of Borrower's use of a lien release, joint check and voucher system acceptable to Bondowner Representative for payments or disbursements to any contractor, subcontractor, materialman, supplier or lien claimant;

- 2.4 architect's, inspector's and/or engineer's periodic certifications of the percentage and/or stage of rehabilitation that has been completed and its conformance to the Plans and Specifications and governmental requirements based upon any such architect's, inspector's and/or engineer's periodic physical inspections of the Property and Improvements;
- 2.5 waivers and releases of any mechanics' lien, stop notice claim, equitable lien claim or other lien claim rights;
- 2.6 evidence of Borrower's compliance with the provisions of the Articles and Sections of this Loan Agreement entitled Construction and Authority/Enforceability;
- 2.7 a written release executed by any surety to whom Bondowner Representative has issued or will issue a set-aside letter and/or any public entity or agency which is a beneficiary under any instrument of credit or standby letter of credit which Bondowner Representative has issued or will issue with respect to the Loan;
- 2.8 valid, recorded Notice(s) of Completion for the Improvements or any portions of the Improvements for which Notice(s) of Completion may be recorded under applicable law;
- 2.9 Certificate of Substantial Completion from the Architect and Engineer, if any, prior to the final retention disbursement or the final stage disbursement of Hard Costs, as applicable;
- 2.10 evidence satisfactory to Bondowner Representative that all conditions precedent to the initial funding of the Permanent Loan, if any, have been satisfied prior to the final retention disbursement or the final stage disbursement of Hard Costs, as applicable;
- 2.11 any other document, requirement, evidence or information that Bondowner Representative may request under any provision of the Loan Documents; and
- 2.12 evidence that any goods, materials, supplies, fixtures or other work in process for which disbursement is requested have been incorporated into the Improvements.
- 2.13 in the event that any Application for Payment includes the cost of materials stored on the Property ("**Onsite Materials**"), such Application for Payment shall include each of the following: (a) evidence that the Onsite Materials have been purchased by Borrower; (b) evidence that the Onsite Materials are insured as required hereunder; and (c) evidence that the Onsite Materials are stored in an area on the Property for which adequate security is provided against theft and vandalism.
- 2.14 in the event any Application for Payment includes the cost of materials stored at a location other than the Property ("**Offsite Materials**"), such Application for Payment shall include each of the following: (a) evidence that the Offsite Materials have been purchased by Borrower, have been segregated from other materials in the facility and have been appropriately marked to indicate Borrower's ownership thereof and Bondowner Representative's security interest therein; and (b) evidence that the Offsite Materials are insured as required by this Loan Agreement; and (c) at Bondowner Representative's request, a security agreement, financing statement and/or subordination agreement in form and substance satisfactory to Bondowner Representative executed by the supplier of the Offsite Materials, and/or such other persons as Bondowner Representative determines may have an interest in or claim to the Offsite Materials, together with such other additional documentation and evidence as Bondowner Representative may reasonably require to assure itself that it has a perfected first priority lien on the Offsite Materials.

Borrower acknowledges that this approval process may result in disbursement delays and Borrower hereby consents to all such delays.

///[THE FOLLOWING PROVISIONS TO BE ADJUSTED UPON AGREEMENT OF COST BREAKDOWN]///

3. Periodic Disbursement of General Contract Costs. The portion of the Disbursement Budget totaling \$_____.00 has been disbursed to or for the benefit or account of Borrower for the payment of General Contract Costs items up to ninety percent (90%) of the maximum amount allocated for such item less prior disbursements. The remaining ten percent (10%) shall be disbursed in the Account or to or for the benefit or account of Borrower upon completion of the construction work to be performed in connection with the Project in accordance with the Plans and Specifications and governmental requirements, the expiration of the statutory lien period and Bondowner Representative's receipt of an LP-10 Re-Write of the Title Policy.

4. Periodic Disbursement of PV System Costs. The portion of the Disbursement Budget totaling \$_____.00 has been disbursed to or for the benefit or account of Borrower for the payment of PV System Costs items up to ninety percent (90%) of the maximum amount allocated for such item less prior disbursements. The remaining ten percent (10%) shall be disbursed in the Account or to or for the benefit or account of Borrower upon completion of the construction work to be performed in connection with the Project in accordance with the Plans and Specifications and governmental requirements, the expiration of the statutory lien period and Bondowner Representative's receipt of an LP-10 Re-Write of the Title Policy.

5. Hard Costs Contingency Reserve. The portion of the Disbursement Budget initially totaling \$_____.00, allocated for the payment of Hard Costs Contingencies, shall be periodically reallocated within the Disbursement Budget or disbursed into the Account or to or for the benefit or account of Borrower for cost overruns that have been approved by Bondowner Representative for Hard Cost Items and disbursed in accordance with paragraphs 4 through 6 hereof depending upon the intended use of any such funds.

6. Periodic Disbursement of Insurance Fees and Costs. The portion of the Disbursement Budget initially totaling \$_____.00, shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Insurance Fees and Costs.

7. Periodic Disbursement of Architect & Engineering Fees and Costs. The portion of the Disbursement Budget initially totaling \$_____.00, shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Architect & Engineering Fees and Costs.

8. Periodic Disbursement of Environmental Report and Abatement Fees and Costs. The portion of the Disbursement Budget initially totaling \$_____.00, shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Environmental Report and Abatement Fees and Costs.

9. Periodic Disbursement of Appraisal Fees and Costs. The portion of the Disbursement Budget initially totaling \$_____.00, shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Appraisal Fees and Costs.

10. Periodic Disbursement of Lease-Up and Marketing Fees and Costs. The portion of the Disbursement Budget initially totaling \$_____.00, shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Lease-Up and Marketing Fees and Costs.

11. Soft Costs Contingency Reserve. The portion of the Disbursement Budget allocated for the payment of Soft Cost Contingency initially totaling \$_____.00, shall be periodically reallocated within the Disbursement Budget or disbursed into the Account or to or for the benefit or account of the Borrower for cost overruns that have been approved by Bondowner Representative for Soft Costs Items and disbursed in accordance with Exhibit D hereof, depending upon the intended use of any such funds.

12. Periodic Disbursement of Construction Period Interest. The portion of the Disbursement Budget initially totaling \$_____.00, allocated as to Construction Period Interest, shall be periodically disbursed directly to Bondowner Representative for the payment of interest which accrues and becomes due under the Note. Bondowner Representative is hereby authorized to charge the Loan directly for such interest payments when due. Bondowner Representative shall provide Borrower with a monthly interest statement. Depletion of the funds allocated to Construction Period Interest shall not release Borrower from any of Borrower's obligations under the Loan Documents, including, without limitation, payment of all accrued and due interest and the deposit of Borrower's Funds with Bondowner Representative pursuant to the terms and provisions of the Loan Agreement.

13. Periodic Disbursement of Real Estate Taxes. The portion of the Disbursement Budget initially totaling \$_____.00, shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Real Estate Taxes.

14. Disbursement of Title and Recording Costs. The portion of the Disbursement Budget initially totaling \$_____.00 shall be deferred and shall not be paid from Loan proceeds. Title and Recording Costs shall not be paid from any funding source for the Project until the repayment of the Loan in full with interest and the satisfaction by Borrower of all obligations under the Loan Documents.

15. Periodic Disbursement of Developer Fees. The portion of the Disbursement Budget initially totaling \$_____.00, shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Developer Fees. The remaining portion of the amount set forth for Developer Fees in the Disbursement Budget initially totaling \$_____.00 shall be deferred and shall not be paid from Loan proceeds. Such deferred portion shall not be paid from any funding source for the Project until the repayment of the Loan in full with interest and the satisfaction by Borrower of all obligations under the Loan Documents.

16. Disbursement of Operating Reserve Costs. The portion of the Disbursement Budget initially totaling \$_____.00 shall be deferred and shall not be paid from Loan proceeds. Operating Reserve Costs shall not be paid from any funding source for the Project until the repayment of the Loan in full with interest and the satisfaction by Borrower of all obligations under the Loan Documents.

17. Periodic Disbursement of Tax Credit Application and Monitoring Fees. The portion of the Disbursement Budget initially totaling \$_____.00, shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Tax Credit Application and Monitoring Fees.

18. Periodic Disbursement of Construction Management and Oversight Fees and Costs. The portion of the Disbursement Budget initially totaling \$_____.00, shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Construction Management and Oversight Fees and Costs.

19. Periodic Disbursement of Legal Fees and Costs. The portion of the Disbursement Budget initially totaling \$_____.00, shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Legal Fees and Costs. The remaining portion of the amount set forth for Legal Fees and Costs in the Disbursement Budget initially totaling \$_____.00 shall be deferred and shall not be paid from Loan proceeds. Such deferred portion shall not be paid from any funding source for the Project until the repayment of the Loan in full with interest and the satisfaction by Borrower of all obligations under the Loan Documents.

20. Periodic Disbursement of Predevelopment Interest. The portion of the Disbursement Budget initially totaling \$_____.00, shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Predevelopment Interest.

21. Periodic Disbursement of Market Study Fees and Costs. The portion of the Disbursement Budget initially totaling \$_____.00, shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Market Study Fees and Costs.

22. Periodic Disbursement of Impact Fees and Costs. The portion of the Disbursement Budget initially totaling \$_____.00, shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Impact Fees and Costs.

23. Periodic Disbursement of Permit Fees and Costs. The portion of the Disbursement Budget initially totaling \$_____.00, shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Permit Fees and Costs.

24. Periodic Disbursement of Furnishing Costs. The portion of the Disbursement Budget initially totaling \$_____.00, shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Furnishing Costs.

25. Periodic Disbursement of Costs of Bond Issuance. The portion of the Disbursement Budget initially totaling \$_____.00, shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Costs of Bond Issuance.

26. Disbursement of Audit Costs. The portion of the Disbursement Budget initially totaling \$_____.00 shall be deferred and shall not be paid from Loan proceeds. Audit Costs shall not be paid from any funding source for the Project until the repayment of the Loan in full with interest and the satisfaction by Borrower of all obligations under the Loan Documents.

27. Periodic Disbursement of Consultant Syndication Fees and Costs. The portion of the Disbursement Budget initially totaling \$_____.00, shall be periodically disbursed into the Account or to or for the benefit or account of Borrower for the payment of Consultant Syndication Fees and Costs.

EXHIBIT E – INTENTIONALLY OMITTED

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EXHIBIT F – DISBURSEMENT INSTRUCTION AGREEMENT

Borrower: Antioch Recap, L.P.
Lender: Wells Fargo Bank, National Association
Loan: Loan number 1018337 made pursuant to that certain Loan Agreement dated as of _____, 2018 among the County of Contra Costa, Borrower and Lender, as amended from time to time.
Effective Date: _____, 2018
<p>Check applicable box:</p> <p><input checked="" type="checkbox"/> <u>New</u> – This is the first Disbursement Instruction Agreement submitted in connection with the Loan.</p> <p><input type="checkbox"/> <u>Replace Previous Agreement</u> – This is a replacement Disbursement Instruction Agreement. All prior instructions submitted in connection with this Loan are cancelled as of the Effective Date set forth above.</p>

This Agreement must be signed by the Borrower and is used for the following purposes:

- (1) to designate an individual or individuals with authority to request disbursements of Loan proceeds, whether at the time of Loan closing/origination or thereafter;
- (2) to designate an individual or individuals with authority to request disbursements of funds from Restricted Accounts (as defined in the Terms and Conditions attached to this Agreement), if applicable; and
- (3) to provide Lender with specific instructions for wiring or transferring funds on Borrower’s behalf.

Any of the disbursements, wires or transfers described above is referred to herein as a “**Disbursement**.”

Specific dollar amounts for Disbursements must be provided to Lender at the time of the applicable Disbursement in the form of a signed closing statement, an email instruction or other written communication (each, a “**Disbursement Request**”) from an applicable Authorized Representative (as defined in the Terms and Conditions attached to this Agreement).

A new Disbursement Instruction Agreement must be completed and signed by the Borrower if (i) all or any portion of a Disbursement is to be transferred to an account or an entity not described in this Agreement or (ii) Borrower wishes to add or remove any Authorized Representatives.

See the Additional Terms and Conditions attached hereto for additional information and for definitions of certain capitalized terms used in this Agreement.

¹ *Maximum Wire Amount may not exceed the Loan Amount.*

Disbursement of Loan Proceeds at Origination/Closing		
<p><u>Closing Disbursement Authorizers:</u> Lender is authorized to accept one or more Disbursement Requests from any of the individuals named below (each, a “Closing Disbursement Authorizer”) to disburse Loan proceeds on or about the date of the Loan origination/closing and to initiate Disbursements in connection therewith (each, a “Closing Disbursement”):</p>		
	Individual’s Name	Title
1.	Daniel Sawislak	Authorized Signatory
2.	Peter Poon	Authorized Signatory
3.	Carolyn _____	Authorized Signatory
4.	Jessica _____	Authorized Signatory
<p>Describe Restrictions, if any, on the authority of the Closing Disbursement Authorizers (dollar amount limits, wire/deposit destinations, etc.): NONE</p> <p>If there are no restrictions described here, any Closing Disbursement Authorizer may submit a Disbursement Request for all available Loan proceeds.</p>		

<p><u>Permitted Wire Transfers:</u> Disbursement Requests for the Closing Disbursement(s) to be made by wire transfer must specify the amount and applicable Receiving Party. Each Receiving Party included in any such Disbursement Request must be listed below. Lender is authorized to use the wire instructions that have been provided directly to Lender by the Receiving Party or Borrower and attached as the Closing Exhibit. All wire instructions must contain the information specified on the Closing Exhibit.</p>	
	Names of Receiving Parties for the Closing Disbursement(s) (may include as many parties as needed; wire instructions for each Receiving Party must be attached as the Closing Exhibit)
1.	North American Title Company

<p><u>Direct Deposit:</u> Disbursement Requests for the Closing Disbursement(s) to be deposited into an account at Wells Fargo Bank, N.A. must specify the amount and applicable account. Each account included in any such Disbursement Request must be listed below.</p>	
Name on Deposit Account: Antioch Recap, L.P.	
Wells Fargo Bank, N.A. Deposit Account Number: 4591285689	
Further Credit Information/Instructions: Antioch Recap, L.P., Loan No. 1018337	

¹ Maximum Wire Amount may not exceed the Loan Amount.

Disbursements of Loan Proceeds Subsequent to Loan Closing/Origination		
<p><u>Subsequent Disbursement Authorizers:</u> Lender is authorized to accept one or more Disbursement Requests from any of the individuals named below (each, a “Subsequent Disbursement Authorizer”) to disburse Loan proceeds after the date of the Loan origination/closing and to initiate Disbursements in connection therewith (each, a “Subsequent Disbursement”):</p>		
	Individual's Name	Title
1.	Daniel Sawislak	Authorized Signatory
2.	Peter Poon	Authorized Signatory
3.	Carolyn _____	Authorized Signatory
4.	Jessica _____	Authorized Signatory
<p>Describe Restrictions, if any, on the authority of the Subsequent Disbursement Authorizers (dollar amount limits, wire/deposit destinations, etc.): N/A</p> <p>If there are no restrictions described here, any Subsequent Disbursement Authorizer may submit a Disbursement Request for all available Loan proceeds.</p>		

<p><u>Direct Deposit:</u> Disbursement Requests for Subsequent Disbursements to be deposited into an account at Wells Fargo Bank, N.A. must specify the amount and applicable account. Each account included in any such Disbursement Request must be listed below.</p>
<p>Name on Deposit Account: Antioch Recap, L.P.</p>
<p>Wells Fargo Bank, N.A. Deposit Account Number: 4591285689</p>
<p>Further Credit Information/Instructions: Loan No. 1018337</p>

¹ Maximum Wire Amount may not exceed the Loan Amount.

Borrower acknowledges that all of the information in this Agreement is correct and agrees to the terms and conditions set forth herein and in the Additional Terms and Conditions on the following page.

Date: _____, 2018

BORROWER:

ANTIOCH RECAP, L.P.,
a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its General Partner

By: Resources for Community Development,
a California nonprofit public benefit corporation,
its sole Member/Manager

By: _____
Daniel Sawislak
Executive Director

¹ *Maximum Wire Amount may not exceed the Loan Amount.*

Additional Terms and Conditions to the Disbursement Instruction Agreement

Definitions. The following capitalized terms shall have the meanings set forth below:

“Authorized Representative” means any or all of the Closing Disbursement Authorizers, Subsequent Disbursement Authorizers and Restricted Account Disbursement Authorizers, as applicable.

“Receiving Bank” means the financial institution where a Receiving Party maintains its account.

“Receiving Party” means the ultimate recipient of funds pursuant to a Disbursement Request.

“Restricted Account” means an account at Wells Fargo Bank, N.A. associated with the Loan to which Borrower’s access is restricted.

Capitalized terms used in these Additional Terms and Conditions to Disbursement Instruction Agreement and not otherwise defined herein shall have the meanings given to such terms in the body of the Agreement.

Disbursement Requests. Lender must receive Disbursement Requests in writing. Verbal requests are not accepted. Disbursement Requests will only be accepted from the applicable Authorized Representatives designated in the Disbursement Instruction Agreement. Disbursement Requests will be processed subject to satisfactory completion of Lender’s customer verification procedures. Lender is only responsible for making a good faith effort to execute each Disbursement Request and may use agents of its choice to execute Disbursement Requests. Funds disbursed pursuant to a Disbursement Request may be transmitted directly to the Receiving Bank, or indirectly to the Receiving Bank through another bank, government agency, or other third party that Lender considers to be reasonable. Lender will, in its sole discretion, determine the funds transfer system and the means by which each Disbursement will be made. Lender may delay or refuse to accept a Disbursement Request if the Disbursement would: (i) violate the terms of this Agreement; (ii) require use of a bank unacceptable to Lender or prohibited by government authority; (iii) cause Lender to violate any Federal Reserve or other regulatory risk control program or guideline; or (iv) otherwise cause Lender to violate any applicable law or regulation.

Limitation of Liability. Lender shall not be liable to Borrower or any other parties for: (i) errors, acts or failures to act of others, including other entities, banks, communications carriers or clearinghouses, through which Borrower’s requested Disbursements may be made or information received or transmitted, and no such entity shall be deemed an agent of Lender; (ii) any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government, labor disputes, failures in communications networks, legal constraints or other events beyond Lender’s control; or (iii) any special, consequential, indirect or punitive damages, whether or not (A) any claim for these damages is based on tort or contract or (B) Lender or Borrower knew or should have known the likelihood of these damages in any situation. Lender makes no representations or warranties other than those expressly made in this Agreement. **IN NO EVENT WILL LENDER BE LIABLE FOR DAMAGES ARISING DIRECTLY OR INDIRECTLY IF A DISBURSEMENT REQUEST IS EXECUTED BY LENDER IN GOOD FAITH AND IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.**

Reliance on Information Provided. Lender is authorized to rely on the information provided by Borrower or any Authorized Representative in or in accordance with this Agreement when executing a Disbursement Request until Lender has received a new Agreement signed by Borrower. Borrower agrees to be bound by any Disbursement Request: (i) authorized or transmitted by Borrower; or (ii) made in Borrower’s name and accepted by Lender in good faith and in compliance with this Agreement, even if not properly authorized by Borrower. Lender may rely solely (i) on the account number of the Receiving Party, rather than the Receiving Party’s name, and (ii) on the bank routing number of the Receiving Bank, rather than the Receiving Bank’s name, in executing a Disbursement Request. Lender is not obligated or required in any way to take any actions to detect errors in information provided by Borrower or an Authorized Representative. If Lender takes any actions in an attempt to detect errors in the transmission or content of transfers or requests or takes any actions in an attempt to detect unauthorized Disbursement Requests, Borrower agrees that, no matter how many times Lender takes these actions,

¹ *Maximum Wire Amount may not exceed the Loan Amount.*

Lender will not in any situation be liable for failing to take or correctly perform these actions in the future, and such actions shall not become any part of the Disbursement procedures authorized herein, in the Loan Documents, or in any agreement between Lender and Borrower.

International Disbursements. A Disbursement Request expressed in US Dollars will be sent in US Dollars, even if the Receiving Party or Receiving Bank is located outside the United States. Lender will not execute Disbursement Requests expressed in foreign currency unless permitted by the Loan Agreement.

Errors. Borrower agrees to notify Lender of any errors in the Disbursement of any funds or of any unauthorized or improperly authorized Disbursement Requests within fourteen (14) days after Lender's confirmation to Borrower of such Disbursement. If Lender is notified that it did not disburse the full amount requested in a Disbursement Request, Lender's sole liability will be to promptly disburse the amount of the stated deficiency. If Lender disburses an amount in excess of the amount requested in a Disbursement Request, Lender will only be liable for such excess amount to the extent that Borrower does not receive the benefit of such amount.

Finality of Disbursement Requests. Disbursement Requests will be final and will not be subject to stop payment or recall; provided that Lender may, at Borrower's request, make an effort to effect a stop payment or recall but will incur no liability whatsoever for its failure or inability to do so.

¹ *Maximum Wire Amount may not exceed the Loan Amount.*

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DRAFT

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

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Paul J. Thimmig, Esq.

**REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

by and between the

COUNTY OF CONTRA COSTA, CALIFORNIA

and

**ANTIOCH RECAP, L.P.
a California limited partnership**

dated as of November 1, 2018

relating to:

\$_____

**County of Contra Costa
Multifamily Housing Revenue Bonds
(Antioch Scattered Site Renovation), Series 2018A**

This Regulatory Agreement and Declaration of Restrictive Covenants pertains to the 24 units of multifamily rental housing located at 1945 Cavallo Road in Antioch, California, known as Pinecrest Apartments.

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REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

THIS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (as supplemented and amended from time to time, this "Regulatory Agreement"), dated as of November 1, 2018, is by and between 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 (together with any successor to its rights, duties and obligations, the "Issuer"), and ANTIOCH RECAP, L.P., a California limited partnership duly organized, validly existing and in good standing under the laws of the State of California (together with any successor to its rights, duties and obligations hereunder and as owner of the Project identified herein, the "Borrower").

R E C I T A L S :

WHEREAS, the Issuer has issued its County of Contra Costa Multifamily Housing Revenue Bonds (Pinecrest Apartments) 2000 Series B (the "2000 Bonds"), the proceeds of which were used to make a loan (the "Prior Loan") to Pinecrest Affordable Housing, L.P., a California limited partnership (the "Prior Owner") to finance the costs of multifamily housing facilities known as Pinecrest Apartments, including the facility (referred to below as the "Project"), on the site described in Exhibit A hereto; and

WHEREAS, at the time of the issuance of the 2000 Bonds, the Issuer, the Prior Owner and Wells Fargo Bank, National Association, as trustee for the 2000 Bonds, entered into a Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2000 (the "Prior Regulatory Agreement"), imposing various requirements on the Project in order to satisfy requirements of the Internal Revenue Code of 1986, as amended (the "Code") and provisions of the California Health and Safety Code applicable to the Project by reason of the issuance of the 2000 Bonds and the use of a portion of the proceeds of the 2000 Bonds to finance the Project; and

WHEREAS, the Issuer now proposes to enter into an indenture of trust, dated as of November 1, 2018 (as supplemented and amended from time to time, the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, as bondowner representative (the "Bondowner Representative") pursuant to which the Issuer will issue, pursuant to Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code (the "Act"), its County of Contra Costa Multifamily Housing Revenue Bonds (Antioch Scattered Site Renovation), Series 2018A in the initial principal amount of \$_____ (the "Bonds"); and

WHEREAS, the proceeds of the Bonds will be used to fund a loan (the "Loan") to the Borrower pursuant to the Loan Agreement, dated as of November 1, 2018, among the Issuer, the Bondowner Representative and the Borrower (as supplemented and amended from time to time, the "Loan Agreement"), to provide financing for the acquisition and rehabilitation by the Borrower of 56 units of multifamily rental housing (collectively referred to in the Indenture as the "Project" and in this Regulatory Agreement as the "Projects") identified collectively as Antioch Scattered Site Renovation, including (a) 24 units located at 1945 Cavallo Road in the City of Antioch, California, currently known as Pinecrest Apartments, and (b) 32 units located at 35, 45, 101, 103, 104, 105, 106 and 107 West 20th Street in the City of Antioch, California, currently known as Terrace Glen Apartments; and

WHEREAS, in connection with the Loan and the financing of the Projects, the Issuer and the Borrower will enter into two separate Regulatory Agreements and Declaration of Restrictive

Covenants, each dated as of November 1, 2018, one with respect to Pinecrest Apartments, and one with respect to Terrace Glen Apartments; and

WHEREAS, this is one of such agreements, is referred to herein as the "Agreement" or the "Regulatory Agreement," and pertains to the site described in Exhibit A hereto and the units on such site (such units being referred to in this Regulatory Agreement as the "Project"); and

WHEREAS, the other Regulatory Agreement and Declaration of Restrictive Covenants that pertains to units comprising the Projects that are not to be located on the site described in Exhibit A hereto is referred to herein as the "Other Regulatory Agreement," and the units situated on the site described in Exhibit A to the Other Regulatory Agreement are referred to herein as the "Other Project;" and

WHEREAS, the Prior Owner will use proceeds of the sale of the Project and the proceeds of the sale of certain other facilities to the Borrower to repay the Prior Loan made to it from the proceeds of the 2000 Bonds, and thereby to redeem in whole the 2000 Bonds; and

WHEREAS, despite the redemption of the 2000 Bonds, the "Qualified Project Period," as defined in the Prior Regulatory Agreement, will continue until the Bonds are no longer outstanding, as provided in clause (b) of the definition of such term in the Prior Regulatory Agreement; and

WHEREAS, the Issuer has agreed that compliance by the Borrower with the provisions of this Regulatory Agreement will fully satisfy compliance with the applicable provisions of the Prior Regulatory Agreement that would otherwise survive the redemption in full of the 2000 Bonds, such that the Issuer has agreed to the termination of the Prior Regulatory Agreement; and

WHEREAS, the Issuer has consented to the transfer of the Project to the Borrower pursuant to the terms of Section 13 of the Prior Regulatory Agreement; and

WHEREAS, in order to assure the Issuer and the Bondowner Representative that interest on the Bonds will be excluded from gross income for federal income tax purposes under Section 103 of the Code, to assure the Issuer and the owners of the 2000 Bonds that the interest on the 2000 Bonds will continue to be excluded from the gross income of the owners of the 2000 Bonds for federal income tax purposes under the Code, and to satisfy the public purposes for which the 2000 Bonds were issued and the Bonds are authorized to be issued under the Act, and to satisfy the purposes of the Issuer in determining to issue the Bonds, certain limits on the occupancy of units in the Project and the units in the Other Project need to be established and certain other requirements need to be met.

NOW, THEREFORE, in consideration of the issuance of the Bonds by the Issuer and the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Issuer and the Borrower hereby agree as follows:

Section 1. Definitions and Interpretation. Unless the context otherwise requires, the capitalized terms used herein shall have the respective meanings assigned to them in the recitals hereto, in this Section 1, or in the Indenture.

“Administrator” means the Issuer or any administrator or program monitor appointed by the Issuer to administer this Regulatory Agreement, and any successor administrator appointed by the Issuer.

“Affiliated Party” means (a) a person whose relationship with the Borrower would result in a disallowance of losses under Section 267 or 707(b) of the Code, (b) a person who together with the Borrower are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that “more than 50 percent” shall be substituted for “at least 80 percent” each place it appears therein), (c) a partnership and each of its partners (and their spouses and minor children) whose relationship with the Borrower would result in a disallowance of losses under Section 267 or 707(b) of the Code, and (d) an S corporation and each of its shareholders (and their spouses and minor children) whose relationship with the Borrower would result in a disallowance of losses under Section 267 or 707(b) of the Code.

“Affordable Rents” means thirty percent (30%) of an amount equal to fifty percent (50%) of the median gross income for the Area, adjusted for household size (as described in the definition of “Low Income Unit” in this Section 1), less a utility allowance calculated as set forth in U.S. Treasury Regulation Section 1.42-10.

“Area” means the Metropolitan Statistical Area or County, as applicable, in which the Project and the Other Project are located, as defined by the United States Department of Housing and Urban Development.

“Available Units” means residential units in the Project that are actually occupied and residential units in the Project that are vacant and have been occupied at least once after becoming available for occupancy, provided that (a) a residential unit that is vacant on the later of (i) the date the Project is acquired or (ii) the issue date of the Bonds is not an Available Unit and does not become an Available Unit until it has been occupied for the first time after such date, and (b) a residential unit that is not available for occupancy due to renovations is not an Available Unit and does not become an Available Unit until it has been occupied for the first time after the renovations are completed.

“CDLAC” means the California Debt Limit Allocation Committee or its successors.

“CDLAC Conditions” has the meaning given such term in Section 29(a).

“CDLAC Resolutions” means, collectively, Resolution No. 18-033 relating to the Projects attached hereto as Exhibit E, adopted by CDLAC on May 16, 2018 and Resolution No. 18-____ relating to the Projects attached hereto as Exhibit F, adopted by CDLAC on September 19, 2018, as such resolutions may be modified or amended from time to time.

“Certificate of Continuing Program Compliance” means the Certificate to be filed by the Borrower with the Issuer pursuant to Section 4(f) hereof, which shall be substantially in the form attached as Exhibit C hereto or in such other comparable form as may be provided by the Issuer to the Borrower, or as otherwise approved by the Issuer.

“City” means the City of Antioch, California.

“Closing Date” has the meaning given to such term in the Indenture.

“Completion Certificate” means the certificate of completion of the rehabilitation of the Projects required to be delivered to the Issuer by the Borrower pursuant to Section 2(i) of this

Regulatory Agreement, which shall be substantially in the form attached to this Regulatory Agreement as Exhibit D.

“Completion Date” means the date of completion of the rehabilitation of the Projects, as that date shall be certified as provided in Section 2(i) of this Regulatory Agreement.

“Compliance Period” means the period beginning on the first day of the Qualified Project Period and ending on the later of the end of the Qualified Project Period or such later date as set forth in Section 29(c) of this Regulatory Agreement.

“County” means the County of Contra Costa, California.

“FOCUS Program” means (a) the FOCUS Compliance Verification Program (user’s guide located at focus.housingcompliance.org) utilized by the Issuer to verify the Borrower’s compliance with various requirements of this Regulatory Agreement; or (b) any similar program used by the Issuer, in the substitution for the program described in the preceding clause (a), to verify the Borrower’s compliance with various requirements of this Regulatory Agreement.

“Gross Income” means the gross income of a person (together with the gross income of all persons who intend to reside with such person in one residential unit) as calculated in the manner prescribed in under section 8 of the Housing Act.

“Housing Law” or “Housing Act” means the United States Housing Act of 1937, as amended, or its successor.

“Income Certification” means a Tenant Income Certification and a Tenant Income Certification Questionnaire in the form attached as Exhibit B hereto or in such other comparable form as may be provided by the Issuer to the Borrower, or as otherwise approved by the Issuer.

“Inducement Date” means June 5, 2018, being the date on which the Board of Supervisors of the Issuer adopted Resolution No. 2018/189, expressing the Issuer’s intent to issue the Bonds to provide financing for the Projects.

“Issuer Annual Fee” means: for the period from the Closing Date to but not including November 1, 2019, an amount equal to one-eighth of one percent (1/8%) of the maximum principal amount of the Bonds; and, thereafter, on each November 1 during the remainder of the Compliance Period, commencing November 1, 2019, an amount equal to the greater of (a) one-eighth of one percent of the then outstanding principal amount of the Bonds, or (b) \$5,000.00.

“Issuer Issuance Fee” means an amount equal to one-eighth of one percent (1/8%) of the maximum principal amount of the Bonds.

“Low Income Tenant” means a tenant occupying a Low Income Unit.

“Low Income Unit” means any Available Unit if the aggregate Gross Income of all tenants therein does not exceed limits determined in a manner consistent with determinations of “low-income families” under Section 8 of the Housing Act, provided that the percentage of median gross income that qualifies as low income hereunder shall be sixty percent (60%) of median gross income for the Area, with adjustments for family size. A unit occupied by one or more students shall only constitute a Low Income Unit if such students meet the requirements of Section 142(d)(2)(C) of the Code. The determination of an Available Unit’s status as a Low

Income Unit shall be made by the Borrower upon commencement of each lease term with respect to such unit, and annually thereafter, on the basis of an Income Certification executed by each tenant.

“Manager” means a property manager meeting the requirements of Section 28 hereof. Resources for Community Development is the initial Manager.

“Other Project” has the meaning given to such term in the Recitals to this Regulatory Agreement.

“Other Regulatory Agreement” has the meaning given to such term in the Recitals to this Regulatory Agreement.

“Project” means the rental housing development located on the site described in Exhibit A hereto, consisting of those facilities, including a fee interest in the real property, structures, buildings, fixtures or equipment situated thereon, as it may at any time exist, the rehabilitation of which facilities is to be financed, in whole or in part, from the proceeds of the Loan or the proceeds of any payment by the Borrower pursuant to the Loan Agreement, and any real property, structures, buildings, fixtures or equipment acquired in substitution for, as a renewal or replacement of, or a modification or improvement to, all or any part of the facilities described in the Loan Agreement. It is hereby acknowledged that the term “Project” when used in the Loan Agreement, means the “Project” as defined herein together with the “Other Project,” as defined herein.

“Projects” has the meaning given to such term in the Recitals to this Regulatory Agreement.

“Qualified Project Costs” means Project Costs that meet each of the following requirements: (i) the costs are properly chargeable to capital account (or would be so chargeable with a proper election by the Borrower or but for a proper election by the Borrower to deduct such costs) in accordance with general Federal income tax principles and in accordance with United States Treasury Regulations §1.103-8(a)(1), provided, however, that only such portion of interest accrued during rehabilitation of the Projects shall be eligible to be a Qualified Project Cost as is so capitalizable and as bears the same ratio to all such interest as the Qualified Project Costs bear to all Project Costs; and provided further that interest accruing after the date of completion of the rehabilitation of the Projects shall not be a Qualified Project Cost; and provided still further that if any portion of any of the Projects is being rehabilitated by an Affiliated Party (whether as a general contractor or a subcontractor), Qualified Project Costs shall include only (A) the actual out-of-pocket costs incurred by such Affiliated Party in rehabilitating the Projects (or any portion thereof), (B) any reasonable fees for supervisory services actually rendered by the Affiliated Party, and (C) any overhead expenses incurred by the Affiliated Party which are directly attributable to the work performed on the Projects, and shall not include, for example, intercompany profits resulting from members of an affiliated group (within the meaning of Section 1504 of the Code) participating in the rehabilitation of the Projects or payments received by such Affiliated Party due to early completion of the rehabilitation of the Projects; (ii) the costs are paid with respect to a qualified residential rental project or projects within the meaning of Section 142(d) of the Code, (iii) the costs are paid after the earlier of 60 days prior to the Inducement Date or the Closing Date, and (iv) if the Project Costs were previously paid and are to be reimbursed with proceeds of the Loan or the Bonds, such costs were (A) costs of issuance of the Issuer Note, (B) preliminary capital expenditures (within the meaning of United States Treasury Regulations §1.139-2(f)(2)) with respect to the Projects (such as architectural, engineering and soil testing services) incurred before commencement of the rehabilitation of the Projects that do not exceed twenty percent (20%) of

the issue price of the Bonds (as defined in United States Treasury Regulations §1.148-1), or (C) were capital expenditures with respect to the Projects that are reimbursed no later than eighteen (18) months after the later of the date the expenditure was paid or the date the Projects are placed in service (but no later than three (3) years after the expenditure is paid). Notwithstanding the foregoing, "Qualified Project Costs" shall not include costs related to the rehabilitation of any office or commercial space located on a site on which the Project or one of the Other Project is located.

"Qualified Project Period" means the period beginning on the Closing Date and ending on the later of the following: (a) the date that is fifteen (15) years after the date on which at least fifty percent (50%) of the units in the Projects are first occupied; (b) the first date on which no Tax-Exempt private activity bonds with respect to the Projects are Outstanding; or (c) the date on which any assistance provided with respect to any of the Projects under Section 8 of the Housing Act terminates; provided, however, that if at least 10% of the residential units in the Project are Available Units at all times within 60 days after the later of (1) the date the Project is acquired by the Borrower, or (2) the issue date of the Bonds, then the Qualified Project Period shall begin on the date one year after the issue date of the Bonds and end on the later of (A) the date that is fifteen (15) years after such date or (B) the later of the dates specified in the foregoing clauses (a), (b) and (c) above.

"Regulations" means the Income Tax Regulations of the Department of the Treasury applicable under the Code from time to time.

"Regulatory Agreement" means this Regulatory Agreement and Declaration of Restrictive Covenants, as it may be supplemented and amended from time to time.

"Rental Payments" means the rental payments paid by the occupant of a unit, excluding any supplemental rental assistance to the occupant from the State, the federal government, or any other public agency, but including any mandatory fees or charges imposed on the occupant by the Borrower as a condition of occupancy of the unit.

"Tax-Exempt" means with respect to interest on any obligations of a state or local government, including the Bonds, that such interest is excluded from gross income for federal income tax purposes; provided, however, that such interest may be includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax, under the Code.

"Transfer" means the conveyance, assignment, sale or other disposition of all or any portion of the Project; and shall also include, without limitation to the foregoing, the following: (a) an installment sales agreement wherein Borrower agrees to sell the Project or any part thereof for a price to be paid in installments; and (b) an agreement by the Borrower leasing all or a substantial part of the Project to one or more persons or entities pursuant to a single or related transactions.

"2000 Bonds" has the meaning given to such term in the first Recital to this Regulatory Agreement.

Unless the context clearly requires otherwise, as used in this Regulatory Agreement, words of any gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Regulatory Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Regulatory Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Regulatory Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

The parties to this Regulatory Agreement acknowledge that each party and their respective counsel have participated in the drafting and revision of this Regulatory Agreement. Accordingly, the parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Regulatory Agreement or any supplement or exhibit hereto.

Section 2. Representations, Covenants and Warranties of the Borrower.

(a) The statements made in the various certificates delivered by the Borrower to the Issuer or the Bondowner Representative on the Closing Date are true and correct.

(b) The Borrower (and any person related to it within the meaning of Section 147(a)(2) of the Code) will not take or omit to take, as is applicable, any action if such action or omission would in any way cause the proceeds of the Loan to be applied in a manner contrary to the requirements of the Loan Agreement, this Regulatory Agreement or the Other Regulatory Agreement.

(c) The Borrower will not take or permit, or omit to take or cause to be taken, as is appropriate, any action that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds, or the exemption from California personal income taxation of the interest on the Bonds and, if it should take or permit, or omit to take or cause to be taken, any such action, it will take all lawful actions necessary to rescind or correct such actions or omissions promptly upon obtaining knowledge thereof.

(d) The Borrower will take such action or actions as may be necessary, in the written opinion of Bond Counsel filed with the Issuer, the Bondowner Representative and the Borrower, to comply fully with the Act, the Code and all applicable rules, rulings, policies, procedures, Regulations or other official statements promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service to the extent necessary to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(e) The acquisition by the Borrower of an interest in the sites on which the Project and the Other Project are located and the commencement of the rehabilitation of the Projects occurred after the date which was 60 days prior to the Inducement Date. The Borrower has incurred a substantial binding obligation to expend proceeds of the Loan pursuant to which the Borrower is obligated to expend at least five percent (5%) of the maximum principal amount of the Loan.

(f) The Borrower will proceed with due diligence to complete the rehabilitation of the Project and the Other Project and the full expenditure of the proceeds of the Loan. The Borrower reasonably expects to complete the rehabilitation of the Projects and to expend the full maximum principal amount of the Loan by November 1, 2019.

(g) The Borrower's reasonable expectations respecting the total expenditure of the proceeds of the Loan have been accurately set forth in a certificate of the Borrower delivered to the Issuer on the Closing Date. At all times, the aggregate disbursements of the proceeds of the Loan will have been applied to pay or to reimburse the Borrower for the payment of Qualified

Project Costs in an amount equal to ninety-seven percent (97%) or more of such disbursements, and less than twenty-five percent (25%) of such disbursements shall have been used to pay for the acquisition of land or an interest therein.

(h) Notwithstanding the provisions of Section 5.18 of the Loan Agreement, and in addition thereto, the Borrower agrees to obtain a written report from an independent firm with experience in calculating excess investment earnings for purposes of Section 148(f) of the Code, not less than once on or about each five year anniversary of the Closing Date and within thirty (30) days of the date the Bonds have been paid in full, determining that either (i) no excess investment earnings subject to rebate to the federal government under Section 148(f) of the Code have arisen with respect to the Bonds in the prior five-year period (or, with respect to the final such report following the repayment of the Bonds, have arisen since the last five-year report); or (ii) excess investment earnings have so arisen during the prior five-year period (or, with respect to the final such report following the repayment of the Bonds, have arisen since the last five-year report), and specifying the amount thereof that needs to be rebated to the federal government and the date by which such amount needs to be so rebated. The Borrower shall provide a copy of each report prepared in accordance with the preceding sentence to the Issuer, each time within one week of its receipt of the same from the independent firm that prepared the respective report.

(i) As soon as practicable after the Completion Date of the Project and the Other Project, the Borrower shall deliver to the Issuer and the Bondowner Representative a duly executed Completion Certificate. Only one Completion Certificate shall be prepared and filed with respect to this requirement and Section 2(i) of the Other Regulatory Agreement.

(j) The Borrower acknowledges that the Issuer may appoint an Administrator other than the Issuer to administer this Regulatory Agreement and to monitor performance by the Borrower of the terms, provisions and requirements hereof. In such event, the Borrower shall comply with any reasonable request by the Issuer or the Administrator to deliver to any such Administrator, in addition to or instead of the Issuer, any reports, notices or other documents required to be delivered pursuant hereto, and to make the Project and the books and records with respect thereto available for inspection by the Administrator as an agent of the Issuer.

(k) The Borrower agrees to expend towards the rehabilitation of the Project and the Other Project (such expenditures to constitute "rehabilitation expenditures" as defined in Section 147(d) of the Code), within two (2) years of the Closing Date, an amount at least equal to fifteen percent (15%) of the proceeds of the Loan used to acquire the buildings (and equipment) comprising the Projects.

(l) Money on deposit in any fund or account in connection with the Bonds or the Loan, whether or not such money was derived from other sources, shall not be used by or under the direction of the Borrower, in a manner which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and the Borrower specifically agrees that the investment of money in any such fund shall be restricted as may be necessary to prevent the Bonds from being "arbitrage bonds" under the Code.

(m) All of the proceeds of the Bonds and the Loan and earnings from the investment of such proceeds will be used to pay Project Costs; and no more than two percent (2%) of the proceeds of the Bonds will be used to pay issuance costs of the Bonds, within the meaning of Section 147(g) of the Code.

(n) No portion of the proceeds of the Loan shall be used to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling, or store the

principal business of which is the sale of alcoholic beverages for consumption off premises. No proceeds of the Loan shall be used for an office unless the office is located on the premises of the facilities constituting the Project or the Other Project and unless not more than a de minimis amount of the functions to be performed at such office is not related to the day-to-day operations of the Project or the Other Project.

(o) In accordance with Section 147(b) of the Code, the average maturity of the Bonds does not exceed 120% of the average reasonably expected remaining economic life of the facilities being financed by the Bonds.

(p) The Borrower shall comply with all applicable requirements of Section 65863.10 of the California Government Code pertaining to the Project, including the requirements for providing notices in Sections (b), (c), (d) and (e) thereof, and with all applicable requirements of Section 65863.11 of the California Government Code pertaining to the Project.

(q) The Borrower shall pay all of the Issuance Costs.

(r) The Borrower hereby incorporates herein, as if set forth in full herein, each of the representations, covenants and warranties of the Borrower contained in the Tax Certificate and the Loan Agreement relating to the Projects.

(s) The Borrower hereby represents and warrants that the Project is located entirely within the City.

(t) The Borrower agrees to comply with the provisions of Section 5.18 of the Loan Agreement, as in effect on the Closing Date.

(u) The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions contemplated by this Regulatory Agreement and the Other Regulatory Agreement; that it is familiar with the provisions of all of the documents and instruments relating to the Bonds and the Loan to which it is a party or of which it is a beneficiary; that it understands the financial and legal risks inherent in such transactions; and that it has not relied on the Issuer for any guidance or expertise in analyzing the financial or other consequences of such financing transactions or otherwise relied on the Issuer in any manner except to issue the Bonds in order to provide funds to assist the Borrower in rehabilitating the Project and the Other Project.

Section 3. Qualified Residential Rental Project. The Borrower hereby acknowledges and agrees that the Project is to be owned, managed and operated as a "residential rental project" (within the meaning of Section 142(d) of the Code) for a term equal to the Compliance Period. To that end, and for the term of this Regulatory Agreement, the Borrower hereby represents, covenants, warrants and agrees as follows:

(a) The Project will be rehabilitated and operated for the purpose of providing multifamily residential rental property. The Borrower will own, manage and operate the Project as a project to provide multifamily residential rental property comprised of a building or structure or several interrelated buildings or structures, together with any functionally related and subordinate facilities, and no other facilities, in accordance with Section 142(d) of the Code, Section 1.103-8(b) of the Regulations and the provisions of the Act, and in accordance with such requirements as may be imposed thereby on the Project from time to time.

(b) All of the dwelling units in the Project (except for not more than one unit set aside for a resident manager or other administrative use) are similarly constructed units, and each dwelling unit in the Project contains complete separate and distinct facilities for living, sleeping, eating, cooking and sanitation for a single person or a family, including a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.

(c) None of the dwelling units in the Project will at any time be utilized on a transient basis or rented for a period of less than 30 consecutive days, or will ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home or trailer court or park; provided that the use of certain units for tenant guests on an intermittent basis shall not be considered transient use for purposes of this Regulatory Agreement.

(d) No part of the Project will at any time during the Compliance Period be owned by a cooperative housing corporation, nor shall the Borrower take any steps in connection with a conversion to such ownership or use, and the Borrower will not take any steps in connection with a conversion of the Project to condominium ownership during the Compliance Period (except that the Borrower may obtain final map approval and the Final Subdivision Public Report from the California Department of Real Estate and may file a condominium plan with the City).

(e) All of the Available Units in the Project will be available for rental during the period beginning on the date hereof and ending on the termination of the Compliance Period on a continuous, "first-come, first-served" basis to members of the general public, and the Borrower will not give preference to any particular class or group in renting the dwelling units in the Project, except (i) not more than one unit may be set aside for a resident manager or other administrative use, or (ii) to the extent that dwelling units are required to be leased or rented in such a manner that they constitute Low Income Units or otherwise as necessary to comply with Section 6(a), (b) and (c), (iii) to the extent required under any "extended low-income housing commitment (an "Extended Use Agreement") applicable to the Project, (iv) to the extent required by the provisions of any documents related to the provision of State or federal low income housing tax credits for the Project, or (v) to the extent required under any of the Subordinate Loan Documents (as defined in the Loan Agreement).

(f) The Project site consists of a parcel or parcels that are contiguous except for the interposition of a road, street or stream, and all of the facilities of the Project comprise a single geographically and functionally integrated project for residential rental property, as evidenced by the ownership, management, accounting and operation of the Project.

(g) The Borrower shall not discriminate on the basis of race, creed, color, sex, source of income (e.g. AFDC, SSI), physical disability, age, national origin or marital status in the rental, lease, use or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

(h) No dwelling unit in the Project shall be occupied by the Borrower. Notwithstanding the foregoing, if the Project contains five or more dwelling units, this paragraph shall not be construed to prohibit occupancy of dwelling units by one or more resident managers or maintenance personnel any of whom may be the Borrower; provided that the number of such managers or maintenance personnel is not

unreasonable given industry standards in the area for the number of dwelling units in the Project.

(i) The Borrower will not sell dwelling units within the Project.

(j) Should involuntary noncompliance with the provisions of Section 1.103-8(b) of the Regulations be caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law or an action of a federal agency after the Closing Date which prevents the Issuer from enforcing the requirements of the Regulations as applicable to the Project, or condemnation or similar event, the Borrower covenants that, within a "reasonable period" determined in accordance with the applicable Regulations, it will either prepay the Loan or, if permitted under the provisions of the Loan Agreement, apply any proceeds received as a result of any of the preceding events to rehabilitate the Project to meet the requirements of Section 142(d) of the Code and the applicable Regulations.

(k) During the Qualified Project Period, the Borrower shall submit a completed Internal Revenue Code Form 8703 or such other annual certification as required by the Code with respect to the Project and the Other Project, to the Secretary of the Treasury on or before March 31 of each year (or such other date as may be required by the Code).

The Issuer hereby elects to have the Project and the Other Project meet the requirements of Section 142(d)(1)(B) of the Code.

Section 4. Low Income Tenants; Reporting Requirements. Pursuant to the requirements of the Code, the Borrower hereby represents, warrants and covenants as follows:

(a) During the Compliance Period, no less than forty percent (40%) of the total number of completed units in the Project, and not less than forty percent (40%) of the units in the Other Project, shall at all times be Low Income Units. For the purposes of this paragraph (a), a vacant unit that was most recently a Low Income Unit is treated as a Low Income Unit until reoccupied, other than for a temporary period of not more than 31 days, at which time the character of such unit shall be redetermined.

Notwithstanding the foregoing provisions of this Section 4(a), the Borrower shall not be in default under such requirements so long as (i) the Borrower uses its best efforts to comply with such requirements as soon as practicable following the Closing Date, and (ii) with respect to the Project and the Other Project, any unit which becomes available for rental following the Closing Date becomes a Low Income Unit as necessary to satisfy the requirements of Section 4(a). In no event, however, shall the Borrower fail to comply with the foregoing provisions of this Section 4(a) of this Regulatory Agreement by October 1, 2019.

(b) No tenant qualifying as a Low Income Tenant upon initial occupancy shall be denied continued occupancy of a unit in the Project or in the Other Project because, after admission, the aggregate Gross Income of all tenants in the unit occupied by such Low Income Tenant increases to exceed the qualifying limit for a Low Income Unit. However, should the aggregate Gross Income of tenants in a Low Income Unit, as of the most recent determination thereof, exceed one hundred forty percent (140%) of the applicable income limit for a Low Income Unit occupied by the same number of tenants, the next available unit of comparable or smaller size must be rented to (or held vacant and available for immediate occupancy by) Low Income Tenant(s). The unit occupied by such tenants whose aggregate Gross Income exceeds such applicable income limit

shall continue to be treated as a Low Income Unit for purposes of the 40% requirement of Section 4(a) hereof unless and until an Available Unit of comparable or smaller size is rented to persons other than Low Income Tenants.

(c) For the Compliance Period, the Borrower will obtain, complete and maintain on file Income Certifications for each Low Income Tenant, including (i) an Income Certification dated immediately prior to the initial occupancy of such Low Income Tenant in the unit and a second Income Certification dated one year after the Low-Income Tenant's initial move-in date, and (ii) thereafter, an annual Income Certification with respect to each Low Income Tenant. In lieu of obtaining the annual Income Certifications required by clause (ii) of the preceding sentence, the Borrower may, with respect to any particular twelve-month period ending each February 1, deliver to the Administrator no later than fifteen days after such date a certification that as of each February 1, no residential unit in the Project was occupied within the preceding twelve months by a new resident whose income exceeded the limit applicable to Low Income Tenants upon admission to the Project. The Administrator may at any time and in its sole and absolute discretion notify the Borrower in writing that it will no longer accept certifications of the Borrower made pursuant to the preceding sentence and that the Borrower will thereafter be required to obtain annual Income Certifications for tenants. The Borrower will also provide such additional information as may be required in the future by the Code, the State or the Issuer, as the same may be amended from time to time, or in such other form and manner as may be required by applicable rules, rulings, policies, procedures, Regulations or other official statements now or hereafter promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service with respect to Tax-Exempt obligations. Upon request of the Administrator or the Issuer, copies of Income Certifications for Low Income Tenants commencing or continuing occupation of a Low Income Unit shall be submitted to the Administrator or the Issuer, as requested.

(d) The Borrower shall make a good faith effort to verify that the income information provided by an applicant in an Income Certification is accurate by taking one or more of the following steps as a part of the verification process: (1) obtain pay stubs for the three most recent pay periods, (2) obtain an income tax return for the most recent tax year, (3) obtain a credit report or conduct a similar type credit search, (4) obtain an income verification from the applicant's current employer, (5) obtain an income verification from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies, or (6) if the applicant is unemployed and does not have an income tax return, obtain another form of independent verification reasonably acceptable to the Issuer.

(e) The Borrower will maintain complete and accurate records pertaining to the Low Income Units, and will permit any duly authorized representative of the Issuer, the Department of the Treasury or the Internal Revenue Service to inspect the books and records of the Borrower pertaining to the Projects, including those records pertaining to the occupancy of the Low Income Units.

(f) The Borrower will prepare and submit to the Administrator, on behalf of the Issuer, not less than semi-annually, commencing not less than six months after the Closing Date, a Certificate of Continuing Program Compliance executed by the Borrower in substantially the form attached hereto as Exhibit C. During the Compliance Period, the Borrower shall submit a completed Internal Revenue Code Form 8703 or such other annual certification as required by the Code with respect to the Projects, to

the Secretary of the Treasury on or before March 31 of each year (or such other date as may be required by the Code).

(g) For the Compliance Period, all tenant leases or rental agreements shall be subordinate to this Regulatory Agreement and the Deed of Trust. All leases pertaining to Low Income Units shall contain clauses, among others, wherein each tenant who occupies a Low Income Unit: (i) certifies the accuracy of the statements made by such tenant in the Income Certification; (ii) agrees that the family income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy of such tenant, that such tenant will comply promptly with all requests for information with respect thereto from the Borrower, the Issuer or the Administrator on behalf of the Issuer, and that the failure to provide accurate information in the Income Certification or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of the tenancy of such tenant; (iii) acknowledges that the Borrower has relied on the statements made by such tenant in the Income Certification and supporting information supplied by the Low Income Tenant in determining qualification for occupancy of a Low Income Unit, and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease or rental agreement; and (iv) agrees that the tenant's income is subject to annual certification in accordance with Section 4(c) and that if upon any such certification the aggregate Gross Income of tenants in such unit exceeds the applicable income limit under Section 4(b), the unit occupied by such tenant may cease to qualify as a Low Income Unit and such unit's rent may be subject to increase.

For purposes of this Section 4, no unit occupied by a residential manager shall be treated as a rental unit during the time of such occupation.

Section 5. Tax-Exempt Status of the Bonds. The Borrower and the Issuer, as applicable, each hereby represents, warrants and agrees as follows:

(a) The Borrower and the Issuer will not knowingly take or permit, or omit to take or cause to be taken, as is appropriate, any action that would adversely affect the Tax-Exempt nature of the interest on the Bonds and, if either of them should take or permit, or omit to take or cause to be taken, any such action, it will take all lawful actions necessary to rescind or correct such actions or omissions promptly upon obtaining knowledge thereof.

(b) The Borrower and the Issuer will file of record such documents and take such other steps as are necessary, in the written opinion of Bond Counsel filed with the Issuer (with a copy to the Borrower), in order to insure that the requirements and restrictions of this Regulatory Agreement will be binding upon all owners of the Project, and the requirements and restrictions of the Other Regulatory Agreement will be binding upon all owners of the Other Project, including, but not limited to, the execution and recordation of this Regulatory Agreement in the real property records of the County.

Section 6. Requirements of the Act. In addition to the other requirements set forth herein, the Borrower hereby agrees that it shall comply with each of the requirements of the Act, including the following:

(a) As provided in Section 52080(a)(1)(A) of the Act, twenty percent (20%) or more of the completed residential units in the Project shall be occupied by, or held vacant and available for occupancy by, individuals whose income is 50 percent or less of area median income, within the meaning of Section 52080(a)(1)(A) of the Act (it being

acknowledged that units required to be set aside for Low Income Tenants pursuant to Section 4(a) may be counted for purposes of satisfying the requirements of this Section 6(a) if the related Low Income Tenants otherwise satisfy the requirements of this Section 6(a)).

(b) The rental payments paid by the occupants of the units described in paragraph (a) of this Section (excluding any supplemental rental assistance from the state, the federal government, or any other public agency to those occupants or on behalf of those units) shall not exceed thirty percent of fifty percent of area median income.

(c) The Borrower shall accept as tenants, on the same basis as all other prospective tenants, Low Income Tenants who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing program under Section 8 of the Housing Law. The selection criteria applied to certificate holders under Section 8 of the Housing Law shall not be more burdensome than the criteria applied to all other prospective tenants.

(d) The Borrower shall ensure that units occupied as required by paragraph (a) of this Section are of comparable quality and offer a range of sizes and number of bedrooms comparable to those units which are available to other tenants.

(e) As provided in Section 52080(e) of the Act, the Project may be syndicated after prior written approval of the Issuer. The Issuer shall grant that approval only after it determines that the terms and conditions of the syndication (1) shall not reduce or limit any of the requirements of the Act or regulations adopted or documents executed pursuant to the Act, (2) shall not cause any of the requirements in this Agreement to be subordinated to the syndication agreement, or (3) shall not result in the provision of fewer assisted units, or the reduction of any benefits or services, than were in existence prior to the syndication agreement. The Issuer hereby acknowledges that this Section 6(e) does not apply to any syndication of federal tax credits for the Project.

(f) Following the expiration or termination of the Qualified Project Period, except in the event of foreclosure and redemption of the Bonds, deed in lieu of foreclosure, eminent domain, or action of a federal agency preventing enforcement, units required to be reserved for occupancy pursuant to Section 6(a) shall remain available to any eligible household occupying a reserved unit at the date of such expiration or termination, at a rent not greater than the amount required by Section 6(b), until the earliest of any of the following occur:

(1) The household's income exceeds 140 percent of the maximum eligible income specified in Section 6(a).

(2) The household voluntarily moves or is evicted for "good cause." "Good cause" for the purposes of this section means the nonpayment of rent or allegation of facts necessary to prove major, or repeated minor, violations of material provisions of the occupancy agreement which detrimentally affect the health, safety, occupancy or quiet enjoyment of other persons or the structure, the fiscal integrity of the Project or the purposes or special programs of the Project.

(3) Thirty years after the date of commencement of the Qualified Project Period.

(4) The Borrower pays the relocation assistance and benefits to tenants as provided in subdivision (b) of Section 7264 of the California Government Code.

(g) Except in the event of foreclosure and redemption of the Bonds, deed in lieu of foreclosure, eminent domain, or action of a federal agency preventing enforcement, during the three years prior to expiration of the Qualified Project Period, the Borrower shall continue to make available to eligible households reserved units that have been vacated to the same extent that nonreserved units are made available to noneligible households.

(h) This Section shall not be construed to require the Issuer to monitor the Borrower's compliance with the provisions of paragraph (f), or that the Issuer shall have any liability whatsoever in the event of the failure by the Borrower to comply with any of the provisions of this Agreement.

(i) The covenants and conditions of this Regulatory Agreement shall be binding upon successors in interest of the Borrower.

(j) This Regulatory Agreement shall be recorded in the office of the county recorder of the County, and shall be recorded in the grantor-grantee index to the names of the Borrower as grantor and to the name of the Issuer as grantee.

Section 7. Requirements of the Issuer. In addition to other requirements set forth herein and to the extent not prohibited by the requirements set forth in Sections 4 through 6 hereof, the Borrower hereby agrees to comply with each of the requirements of the Issuer set forth in this Section 7, as follows:

(a) All tenant lists, applications and waiting lists relating to the Project shall at all times be kept separate and identifiable from any other business of the Borrower and shall be maintained as required by the Issuer, in a reasonable condition for proper audit and subject to examination upon reasonable notice (which need not be in excess of three Business Days, as defined in the Indenture) and during business hours by representatives of the Issuer.

(b) The Borrower shall not discriminate on the basis of race, creed, color, religion, sex, sexual orientation, marital status, national origin, source of income (e.g. AFDC and SSI), ancestry or handicap in the lease, use or occupancy of the Project (except as required to comply with Section 3(e)(iii), (iv) or (v)), or in connection with the employment or application for employment of persons for the construction, operation, or management of the Project.

(c) The Borrower shall not, at initial occupancy, permit occupancy in any unit in the Project by more than (i) two persons per bedroom in the unit, plus (ii) one person; and the Borrower shall at all times offer for rent the largest unit then available for the applicable household size (being one bedroom units for 2-3 person households, and two bedroom units for 4-5 person households). The foregoing, however, shall not apply to one unit in the Project occupied by a resident manager or managers.

(d) The Borrower shall pay directly to the Issuer (i) on the Closing Date the Issuer Issuance Fee and the Issuer Annual Fee for the period from the Closing Date to but not

including November 1, 2019, and (ii) on each November 1, on and after November 1, 2019, the Issuer Annual Fee; without in either case any requirement for notice or billing of the amount due. In addition, the Borrower shall pay to the Issuer promptly following receipt of an invoice that reasonably identifies the relevant expenses and the amounts thereof, any out of pocket expenses incurred by the Issuer in connection with the Bonds, the Indenture, this Regulatory Agreement or the Loan Agreement, including but not limited to any costs related to the FOCUS Program.

(e) The rent limits set forth in Sections 6(b) and 6(f) shall apply to all Low Income Units. In addition, the rental payments paid by Low Income Tenants for the Low Income Units shall not exceed Affordable Rents.

(f) The Borrower will accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the Act, or its successor. The Borrower shall not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective tenants, nor shall the Borrower apply or permit the application of management policies or lease provisions with respect to the Project which have the effect of precluding occupancy of units by such prospective tenants.

(g) The Borrower shall submit to the Issuer: (i) rent rolls and other information required by the FOCUS Program on a quarterly basis, and (ii) within fifteen (15) days after receipt of a written request, any other information or completed forms requested by the Issuer in order to comply with reporting requirements of the Internal Revenue Service or the State.

(h) The Borrower shall indemnify the Issuer as provided in Section 9 hereof and Section 5.19 of the Loan Agreement.

(i) The Issuer may, at its option and at its expense, at any time appoint an Administrator to administer this Agreement or any provision hereof and to monitor performance by the Borrower of all or of any of the terms, provisions and requirements hereof. Following any such appointment, the Borrower shall comply with any request by the Issuer to deliver to such Administrator, in addition to or instead of the Issuer, any reports, notices or other documents required to be delivered pursuant hereto, and to make the Project and the books and records with respect thereto available for inspection by such administrator as an agent of the Issuer.

(j) The Borrower shall submit its written management policies with respect to the Project, if any, to the Issuer for its review, and shall amend such policies in any way necessary to insure that such policies comply with the provisions of this Regulatory Agreement and the requirements of the existing program under Section 8 of the Housing Law, or its successors. The Borrower shall not promulgate management policies which conflict with the provisions of the addendum to the form of lease for the Project prepared by the Housing Authority of Contra Costa County, and shall attach such addendum to leases for tenants which are holders of Section 8 certificates.

(k) The Borrower shall screen and select tenants for desirability and creditworthiness at its discretion; provided, however, that the Borrower shall consider a prospective tenant's rent history for at least the one year period prior to application as evidence of the tenant's ability to pay the applicable rent.

(l) At least six months prior to the expiration of the Qualified Project Period the Borrower shall provide by first-class mail, postage prepaid, a notice to all tenants in the Low Income Units containing (i) the anticipated date of the expiration of the Qualified Project Period, (ii) any anticipated rent increase upon the expiration of the Qualified Project Period, (iii) a statement that a copy of such notice will be sent to the Issuer, and (iv) a statement that a public hearing may be held by the Issuer on the issue and that the tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. The Borrower shall also file a copy of the above-described notice with the Community Development Bond Program Manager of the Department of Conservation and Development of the Issuer.

(m) Notwithstanding Section 1461 of the Civil Code, the provisions of this Section shall run with land and may be enforced either in law or in equity by any resident, local agency, entity, or by any other person adversely affected by the Borrower's failure to comply with the provisions of this Section.

(n) The Borrower shall not participate in any refunding of the Bonds or the Loan by means of the issuance of bonds or other obligations by any governmental body other than the Issuer.

(o) Each of the requirements of Sections 3, 4 and 6 hereof is hereby incorporated as a specific requirement of the Issuer, whether or not required by California or federal law.

(p) The requirements of Section 7 shall be in effect for the Compliance Period.

Any of the foregoing requirements of the Issuer contained in this Section 7 may be expressly waived by the Issuer in writing, but (i) no waiver by the Issuer of any requirement of this Section 7 shall, or shall be deemed to, extend to or affect any other provision of this Regulatory Agreement except to the extent the Issuer has received an opinion of Bond Counsel that any such provision is not required by the Act and may be waived without adversely affecting the exclusion from gross income of interest on the Bonds for federal income tax purposes; and (ii) any requirement of this Section 7 shall be void and of no force and effect if the Issuer and the Borrower receive a written opinion of Bond Counsel to the effect that compliance with any such requirement would cause interest on the Bonds to cease to be Tax-Exempt or to the effect that compliance with such requirement would be in conflict with the Act or any other State or federal law.

Section 8. Modification of Covenants. The Borrower and the Issuer hereby agree as follows:

(a) To the extent any amendments to the Act, the Regulations or the Code shall, in the written opinion of Bond Counsel filed with the Issuer, the Bondowner Representative and the Borrower, retroactively impose requirements upon the ownership or operation of the Project or of the Other Project more restrictive than those

imposed by this Regulatory Agreement, and if such requirements are applicable to the Project and compliance therewith is necessary to maintain the validity of, or the Tax-Exempt status of interest on the Bonds, this Regulatory Agreement shall be deemed to be automatically amended to impose such additional or more restrictive requirements.

(b) To the extent that the Act, the Regulations or the Code, or any amendments thereto, shall, in the written opinion of Bond Counsel filed with the Issuer, the Bondowner Representative and the Borrower, impose requirements upon the ownership or operation of the Project or of the Other Project less restrictive than imposed by this Regulatory Agreement, this Regulatory Agreement may be amended or modified to provide such less restrictive requirements but only by written amendment signed by the Issuer, at its sole discretion, and the Borrower, and with the prior written consent of the Bondowner Representative, and only upon receipt by the Issuer of the written opinion of Bond Counsel to the effect that such amendment will not affect the Tax-Exempt status of interest on the Bonds or violate the requirements of the Act, and otherwise in accordance with Section 22 hereof.

(c) The Borrower and the Issuer shall execute, deliver and, if applicable, file of record any and all documents and instruments necessary to effectuate the intent of this Section 8, and each of the Borrower and the Issuer hereby appoints the Bondowner Representative as its true and lawful attorney-in-fact to execute, deliver and, if applicable, file of record on behalf of the Borrower or the Issuer, as is applicable, any such document or instrument (in such form as may be approved in writing by Bond Counsel) if either the Borrower or the Issuer defaults in the performance of its obligations under this subsection (c); provided, however, that unless directed in writing by the Issuer or the Borrower, the Bondowner Representative shall take no action under this subsection without first notifying the Borrower or the Issuer, or both of them, as is applicable, in writing and without first providing the Borrower or the Issuer, or both, as is applicable, an opportunity to comply with the requirements of this Section 8. Nothing in this subsection (c) shall be construed to allow the Bondowner Representative to execute an amendment to this Regulatory Agreement on behalf of the Issuer or the Borrower.

Notwithstanding any other provision of this Regulatory Agreement, whenever an opinion of counsel is required or requested to be delivered hereunder after the Closing Date, the Bondowner Representative, the Issuer and the Borrower shall accept (unless otherwise directed in writing by the Issuer) an opinion of counsel in such form and with such disclaimers as may be required so that such opinion will not be treated as a "covered opinion" for purposes of the Treasury Department regulations governing practice before the Internal Revenue Service (Circular 230), 31 CFR Part 10.

Section 9. Indemnification; Other Payments. To the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Issuer, the Bondowner Representative and each of their respective past, present and future officers, Supervisors, directors, officials, employees, attorneys and agents (collectively, the "Indemnified Parties"), against any and all losses, damages, claims, actions, liabilities, costs and expenses of any conceivable nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject under or any statutory law (including federal or state securities laws) or at common law or otherwise, arising out of or based upon or in any way relating to:

(i) the Bonds, the Indenture, the Loan Agreement, this Regulatory Agreement, the Other Regulatory Agreement, the Assignment Agreement, the Supplemental Agreement or the Tax Certificate and all documents related thereto, or the execution or amendment hereof or thereof or in connection with transactions contemplated hereby or thereby, including the issuance, sale, resale or remarketing of the Bonds;

(ii) any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Loan, the Project or the Other Project, the acquisition, rehabilitation or operation of the Project or the Other Project, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, installation and rehabilitation of, the Project or the Other Project or any part thereof;

(iii) any lien or charge upon payments by the Borrower to the Issuer and the Bondowner Representative hereunder, under the Other Regulatory Agreement or under the Loan Agreement, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Issuer in respect of any portion of the Project or the Other Project;

(iv) any violation of any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Project or the Other Project or any part thereof;

(v) the defeasance and/or redemption, in whole or in part, of the 2000 Bonds or of the Bonds;

(vi) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in any offering statement or disclosure document for the Bonds or any of the documents relating to the Bonds, or any omission or alleged omission from any offering statement or disclosure document for the Loan of any material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(vii) any declaration of taxability of interest on the 2000 Bonds or on the Bonds, or allegations (or regulatory inquiry) that interest on the 2000 Bonds or on the Bonds is taxable for federal tax purposes;

except to the extent such damages are caused by the willful misconduct of such Indemnified Party. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Borrower shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Borrower if in the judgment of such Indemnified Party a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the action (or inaction) of counsel. In addition to the foregoing, the Borrower

shall pay upon demand all of the fees and expenses paid or incurred by the Issuer in enforcing the provisions hereof.

In addition thereto, the Borrower will pay upon demand all of the fees and expenses paid or incurred by the Issuer in enforcing the provisions hereof.

The provisions of this Section 9 shall survive the final payment or defeasance of the Bonds and the termination of this Regulatory Agreement; provided, however, the provisions of this Section shall, in the case of the Issuer, survive the term of this Regulatory Agreement, but only as to claims arising from events occurring during the term of this Regulatory Agreement.

Nothing contained in this Section 9 shall cause the obligation of the Borrower to pay principal and interest on the Loan or amounts owing with respect to the Note to be a recourse obligation of the Borrower.

The obligations of the Borrower under this Section are independent of any other contractual obligation of the Borrower to provide indemnity to the Issuer or the Bondowner Representative or otherwise, and the obligation of the Borrower to provide indemnity hereunder shall not be interpreted, construed or limited in light of any other separate indemnification obligation of the Borrower. The Issuer and the Bondowner Representative shall be entitled simultaneously to seek indemnity under this Section and any other provision under which it is entitled to indemnity.

Section 10. Consideration. The Issuer has agreed to issue the Bonds to provide funds to lend to the Borrower to finance the Project and the Other Project, all for the purpose, among others, of inducing the Borrower to acquire, rehabilitate, develop and operate the Project and the Other Project. In consideration of the issuance of the Bonds by the Issuer, the Borrower has entered into this Regulatory Agreement and the Other Regulatory Agreement and has agreed to restrict the uses to which this Project and the Other Project can be put on the terms and conditions set forth herein and therein.

Section 11. Reliance. The Issuer and the Borrower hereby recognize and agree that the representations and covenants set forth herein and in the Other Regulatory Agreement may be relied upon by all persons, including but not limited to the Administrator and the Bondowner Representative, interested in the legality and validity of the Bonds, in the exemption from California personal income taxation of interest on the Bonds and in the Tax-Exempt status of the interest on the Bonds. In performing their duties and obligations hereunder, the Issuer and the Administrator may rely upon statements and certificates of the Low Income Tenants, and upon audits of the books and records of the Borrower pertaining to the Project and the Other Project. In addition, the Issuer may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Issuer hereunder in good faith and in conformity with such opinion. In determining whether any default or lack of compliance by the Borrower exists under this Regulatory Agreement, the Issuer shall not be required to conduct any investigation into or review of the operations or records of the Borrower and may rely solely on any written notice or certificate delivered to the Issuer by the Borrower with respect to the occurrence or absence of a default.

Section 12. Transfer of the Project. For the Compliance Period, the Borrower shall not Transfer the Project, in whole or in part, without the prior written consent of the Issuer, which consent shall not be unreasonably withheld or delayed if the following conditions are satisfied: (A) the receipt by the Issuer of evidence acceptable to the Issuer that (1) the Borrower shall not be in default hereunder, under the Other Regulatory Agreement or under any of the other Loan Documents in effect, or the transferee undertakes to cure any defaults of the Borrower to the

reasonable satisfaction of the Issuer; (2) the continued operation of the Project shall comply with the provisions of this Regulatory Agreement; (3) either (a) the transferee or its Manager has at least three years' experience in the ownership, operation and management of similar size rental housing projects, and at least one year's experience in the ownership, operation and management of rental housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other state or federal laws or regulations or local governmental requirements applicable to such projects, or (b) the transferee agrees to retain a Manager with the experience and record described in subclause (a) above, or (c) the transferring Borrower or its management company will continue to manage the Project, or another management company reasonably acceptable to the Issuer will manage, for at least one year following such Transfer and, if applicable, during such period the transferring Borrower or its management company will provide training to the transferee and its manager in the responsibilities relating to the Low Income Units; and (4) the person or entity that is to acquire the Project does not have pending against it, and does not have a history of significant and material building code violations or complaints concerning the maintenance, upkeep, operation, and regulatory agreement compliance of any of its projects as identified by any local, state or federal regulatory agencies; (B) the execution by the transferee of a document reasonably acceptable to the Issuer with respect to the assumption of the Borrower's obligations under this Regulatory Agreement and the other Loan Documents in effect, including without limitation an instrument of assumption hereof and thereof, and delivery to the Issuer of an opinion of such transferee's counsel to the effect that each such document and this Regulatory Agreement are valid, binding and enforceable obligations of such transferee, subject to bankruptcy and other standard limitations affecting creditor's rights; (C) receipt by the Issuer of an opinion of Bond Counsel to the effect that any such Transfer will not adversely affect the Tax-Exempt status of interest on the Bonds; (D) receipt by the Issuer of all fees and/or expenses then currently due and payable to the Issuer by the Borrower; (E) receipt by the Issuer of evidence of satisfaction of compliance with the provisions of Section 29(d)(i) related to notice to CDLAC of transfer of the Project; (F) the Other Project shall be transferred coterminously with the transfer of the Project, to the same transferee; and (G) such other conditions are met as the Issuer may reasonably impose.

It is hereby expressly stipulated and agreed that any Transfer of the Project in violation of this Section 12 shall be null, void and without effect, shall cause a reversion of title to the Borrower, and shall be ineffective to relieve the Borrower of its obligations under this Regulatory Agreement. The written consent of the Issuer to any Transfer of the Project shall constitute conclusive evidence that the Transfer is not in violation of this Section 12. Nothing in this Section shall affect any provision of any other document or instrument between the Borrower and any other party which requires the Borrower to satisfy certain conditions or obtain the prior written consent of such other party in order to Transfer the Project. Upon any Transfer that complies with this Regulatory Agreement, the Borrower shall be fully released from its obligations hereunder, but only to the extent such obligations have been fully assumed in writing by the transferee of the Project.

The foregoing notwithstanding, the Project may be transferred pursuant to a foreclosure, exercise of power of sale or deed in lieu of foreclosure or comparable conversion under the Deed of Trust without the consent of the Issuer or compliance with the provisions of this Section 12. The Issuer hereby approves the transfer of limited partnership interests in the Borrower to affiliates of the investor limited partner of the Borrower, including, without limitation, the transfer of partnership interests in the Borrower from the investor limited partner and non-managing membership interests in the limited partner of Borrower.

For the Compliance Period, the Borrower shall not: (1) encumber any of the Project or grant commercial leases of any part thereof, or permit the conveyance, transfer or encumbrance

of any part of the Project, except for (A) encumbrances permitted under the Deed of Trust, or (B) a Transfer in accordance with the terms of this Regulatory Agreement, in each case upon receipt by the Issuer of an opinion of Bond Counsel to the effect that such action will not adversely affect the Tax-Exempt status of interest on the Bonds (provided that such opinion will not be required with respect to any encumbrance, lease or transfer relating to a commercial operation or ancillary facility that will be available for tenant use and is customary to the operation of multifamily housing developments similar to the Project); (2) demolish any part of the Project or substantially subtract from any real or personal property of the Project, except to the extent that what is demolished or removed is replaced with comparable property or such demolition or removal is otherwise permitted by the Loan Agreement or the Deed of Trust; or (3) permit the use of the dwelling accommodations of the Project for any purpose except rental residences.

Section 13. Term. This Regulatory Agreement and all and several of the terms hereof shall become effective upon its execution and delivery, and shall remain in full force and effect for the period provided herein and shall terminate as to any provision not otherwise provided with a specific termination date and shall terminate in its entirety at the end of the Compliance Period, it being expressly agreed and understood that the provisions hereof are intended to survive the retirement of the Bonds and discharge of the Loan Agreement.

The terms of this Regulatory Agreement to the contrary notwithstanding, the requirements of this Regulatory Agreement shall terminate and be of no further force and effect in the event of involuntary noncompliance with the provisions of this Regulatory Agreement caused by fire or other casualty, seizure, requisition, foreclosure or transfer of title by deed in lieu of foreclosure, change in a federal law or an action of a federal agency after the Closing Date, which prevents the Issuer from enforcing such provisions, or condemnation or a similar event, but only if, within a reasonable period, either the Loan is repaid or amounts received as a consequence of such event are used to provide a project that meets the requirements hereof; provided, however, that the preceding provisions of this sentence shall cease to apply and the restrictions contained herein shall be reinstated if, at any time subsequent to the termination of such provisions as the result of the foreclosure or the delivery of a deed in lieu of foreclosure or a similar event, the Borrower or any related person (within the meaning of Section 1.103-10(e) of the Regulations) obtains an ownership interest in the Project for federal income tax purposes. The Borrower hereby agrees that, following any foreclosure, transfer of title by deed in lieu of foreclosure or similar event, neither the Borrower nor any such related person as described above will obtain an ownership interest in the Project for federal tax purposes.

Notwithstanding any other provision of this Regulatory Agreement, this Regulatory Agreement may be terminated upon agreement by the Issuer and the Borrower, with the consent of CDLAC, upon receipt by the Issuer of an opinion of Bond Counsel to the effect that such termination will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and is otherwise permitted under the Act. Upon the termination of the terms of this Regulatory Agreement, the parties hereto agree to execute, deliver and record appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Regulatory Agreement in accordance with its terms.

Section 14. Covenants to Run With the Land. Notwithstanding Section 1461 of the California Civil Code, the Borrower hereby subjects the Project to the covenants, reservations and restrictions set forth in this Regulatory Agreement. The Issuer and the Borrower hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Borrower's successors in title to the Project; provided, however, that on the termination of this

Regulatory Agreement said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

Section 15. Burden and Benefit. The Issuer and the Borrower hereby declare their understanding and intent that the burdens of the covenants set forth herein touch and concern the land in that the Borrower's legal interest in the Project is rendered less valuable thereby. The Issuer and the Borrower hereby further declare their understanding and intent that the benefits of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by Low Income Tenants, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which the Bonds were issued.

Section 16. Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project in order to establish and carry out a common plan for the use of the site on which the Project is located.

Section 17. Default; Enforcement. If the Borrower defaults in the performance or observance of any covenant, agreement or obligation of the Borrower set forth in this Regulatory Agreement or in the Other Regulatory Agreement, and if such default remains uncured for a period of 60 days after notice thereof shall have been given by the Issuer or the Bondowner Representative (with a copy to the Issuer) to the Borrower, or for a period of 60 days from the date the Borrower should, with reasonable diligence, have discovered such default, then the Issuer shall declare an "Event of Default" to have occurred hereunder; provided, however, that if the default is of such a nature that it cannot be corrected within 60 days, such default shall not constitute an Event of Default hereunder so long as (i) the Borrower institutes corrective action within said 60 days and diligently pursues such action until the default is corrected, and (ii) in the opinion of Bond Counsel, the failure to cure said default within 60 days will not adversely affect the Tax-Exempt status of interest on the Bonds. The Issuer and the Bondowner Representative shall have the right to enforce the obligations of the Borrower under this Regulatory Agreement and under the Other Regulatory Agreement within shorter periods of time than are otherwise provided herein if necessary to insure compliance with the Act or the Code.

Following the declaration of an Event of Default hereunder, the Issuer or the Bondowner Representative, subject to the terms of the Loan Agreement, may take any one or more of the following steps, in addition to all other remedies provided by law or equity:

(i) by mandamus or other suit, action or proceeding at law or in equity, including injunctive relief, require the Borrower to perform its obligations and covenants hereunder or enjoin any acts or things that may be unlawful or in violation of the rights of the Issuer hereunder;

(ii) have access to and inspect, examine and make copies of all of the books and records of the Borrower pertaining to the Project and the Other Project;

(iii) take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of the Borrower hereunder; and

(iv) with the consent of the Bondowner Representative, which consent shall not be unreasonably withheld, declare a default under the Loan Agreement, as applicable, and proceed with any remedies provided therein.

The Borrower hereby agrees that specific enforcement of the Borrower's agreements contained herein is the only means by which the Issuer may fully obtain the benefits of this Regulatory Agreement made by the Borrower herein, and the Borrower therefore agrees to the imposition of the remedy of specific performance against it in the case of any Event of Default by the Borrower hereunder.

The Bondowner Representative shall have the right, in accordance with this Section and the provisions of the Loan Agreement, without the consent or approval of the Issuer, to exercise any or all of the rights or remedies of the Issuer hereunder; provided that prior to taking any such action the Bondowner Representative shall give the Issuer written notice of its intended action.

The Issuer and the Bondowner Representative hereby agree (i) that cure of any Event of Default made or tendered by any partner of the Borrower shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower, and (ii) that a copy of any notice delivered hereunder to the Borrower shall be delivered to Borrower's investor limited partner at its address set forth in the Indenture.

All reasonable fees, costs and expenses (including reasonable attorney's fees) of the Bondowner Representative and the Issuer incurred in taking any action pursuant to this Section shall be the sole responsibility of the Borrower; provided, however, that in the event that any action arises hereunder in which the Borrower and the Bondowner Representative are adversaries, the prevailing party, if any, shall be entitled to recover legal fees and costs from the other party.

Section 18. The Bondowner Representative. The Bondowner Representative shall be entitled, but shall have no duty, to act with respect to enforcement of the Borrower's performance hereunder. The Bondowner Representative, either on its own behalf or as the agent of and on behalf of the Issuer, may, in its sole discretion, act hereunder and any act required to be performed by the Issuer as herein provided shall be deemed taken if such act is performed by the Bondowner Representative. In connection with any such performance, all provisions of the Indenture and the Loan Agreement relating to the rights, privileges, powers and protections of the Bondowner Representative shall apply with equal force and effect to all actions taken (or omitted to be taken) by the Bondowner Representative in connection with this Regulatory Agreement. Neither the Bondowner Representative nor any of its officers, directors or employees shall be liable for any action taken or omitted to be taken by it hereunder or in connection herewith except for its or their own negligence or willful misconduct. The Bondowner Representative may consult with legal counsel selected by it (the reasonable fees of which counsel shall be paid by the Borrower) and any action taken or suffered by it reasonably and in good faith in accordance with the opinion of such counsel shall be full justification and protection to it. The Bondowner Representative may at all times assume compliance with this Regulatory Agreement unless otherwise notified in writing by or on behalf of the Issuer, or unless it has actual knowledge of noncompliance.

After the date the Bonds no longer remain outstanding as provided in the Indenture, the Bondowner Representative shall have no further rights, duties or responsibilities under this Regulatory Agreement, and all references to the Bondowner Representative in this Regulatory Agreement shall be deemed references to the Issuer.

Section 19. Recording and Filing. (a) The Borrower shall cause this Regulatory Agreement, the Other Regulatory Agreement and all amendments and supplements hereto and thereto, to be recorded and filed in the real property records of the County, and in such other places as the Issuer may reasonably request. The Borrower shall pay all fees and charges incurred in connection with any such recording.

(b) The Borrower and the Issuer will file of record such other documents and take such other steps as are reasonably necessary, in the opinion of Bond Counsel, in order to insure that the requirements and restrictions of this Regulatory Agreement will be binding upon all owners of the Project.

(c) The Borrower hereby covenants to include or reference the requirements and restrictions contained in this Regulatory Agreement in any documents transferring any interest in the Project to another person to the end that such transferee has notice of, and is bound by, such restrictions, and, except in the case of a foreclosure or comparable involuntary conversion of the Deed of Trust, whereby the Bondowner Representative becomes the owner of the Project, to obtain the agreement from any transferee to abide by all requirements and restrictions of this Regulatory Agreement.

Section 20. Payment of Fees. Notwithstanding any prepayment of the Loan and discharge of the Loan Agreement, the Borrower shall continue to pay (or, to the extent allowed under the Code, shall prepay the present value at such time of) the fees of the Issuer as provided in this Section 20, unless such prepayment is made in connection with a refunding of the Bonds.

The Borrower agrees to pay to the Issuer (i) the Issuer Issuance Fee, which shall be paid on or before the Closing Date, (ii) the Issuer Annual Fee, which shall be payable commencing on the Closing Date and annually on each November 1 thereafter, and continuing throughout the Compliance Period, and (iii) within 30 days after receipt of request for payment thereof, all reasonable out-of-pocket expenses of the Issuer (not including salaries and wages of Issuer employees) related to the Bonds, the Loan, and the Projects and the financing thereof, including, without limitation, legal fees and expenses incurred in connection with the interpretation, performance, enforcement or amendment of any documents relating to the Projects, the Bonds, the Loan or any of the Loan Documents. Only one Issuer Issuance Fee and only one Issuer Annual Fee shall be payable with respect to the Project and the Other Project.

In the event that the Qualified Project Period terminates prior to the termination of the Compliance Period (other than by reason of the issuance of refunding bonds), and provided that the conditions of this Section are satisfied, the Borrower shall thereafter and for the remainder of the Compliance Period pay to the Issuer annually in advance an amount equal to \$5,000. The full Issuer Annual Fee shall continue to be payable unless and until the Issuer has confirmed receipt of all amounts then due and payable in arrears by the Borrower to the Issuer in connection with the Loan, at which point the Issuer Annual Fee shall become effective.

If the Borrower fails to make payment of the Issuer Annual Fee for a period of two consecutive years or more, the Issuer may, in its sole discretion, declare the total amount of the Issuer Annual Fee through the end of the Compliance Period immediately due and payable, such amount to be discounted at a rate equal to the then current market rate for U.S. Treasury obligations of a maturity equal to the remaining term of the Compliance Period.

Section 21. Governing Law; Venue. This Regulatory Agreement shall be construed in accordance with and governed by the laws of the State of California applicable to contracts made and performed in the State of California. This Regulatory Agreement shall be enforceable

in the State of California, and any action arising hereunder shall (unless waived by the Issuer in writing) be filed and maintained in the Superior Court of California, County of Contra Costa.

Section 22. Amendments; Waivers. (a) Except as provided in Section 8(a) and 29(e) hereof, this Regulatory Agreement may be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the County, and only upon (i) receipt by the Issuer of an opinion from Bond Counsel that such amendment will not adversely affect the Tax-Exempt status of interest on the Bonds and is not contrary to the provisions of the Act and (ii) the written consent of the Bondowner Representative, who shall receive a copy of any such amendment.

(b) Anything to the contrary contained herein notwithstanding, the Issuer and the Borrower hereby agree to amend this Regulatory Agreement to the extent required, in the opinion of Bond Counsel, in order that interest on the Bonds remains Tax-Exempt. The parties requesting such amendment shall notify the other parties to this Regulatory Agreement of the proposed amendment, with a copy of such proposed amendment to Bond Counsel and a request that Bond Counsel render to the Issuer an opinion as to the effect of such proposed amendment upon the Tax-Exempt status of interest on the Bonds. This provision shall not be subject to any provision of any other agreement requiring any party hereto to obtain the consent of any other person in order to amend this Regulatory Agreement.

(c) Any waiver of, or consent to, any condition under this Regulatory Agreement must be expressly made in writing.

Section 23. Notices. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, overnight delivery, certified or registered mail, postage prepaid, return receipt requested, or by telecopy, in each case at the respective addresses specified in the Indenture, or at such other addresses as may be specified in writing by the parties hereto. Unless otherwise specified by the Administrator, the address of the Administrator is the same as the address of the Issuer.

Unless otherwise specified by CDLAC, the address of CDLAC is:

California Debt Limit Allocation Committee
915 Capitol Mall, Room 311
Sacramento, CA 95814
Attention: Executive Director

The Issuer, the Administrator, CDLAC and the Borrower may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Notice shall be deemed given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission; provided that any telecopy or other electronic transmission received by any party after 4:00 p.m., local time of the receiving party, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day. A copy of each notice of default provided to the Borrower hereunder shall also be provided to the Bondowner Representative at its addresses set forth in the Indenture.

The Borrower shall notify the Issuer and the Administrator in writing of any change to the name of the Project or any change of name or address for the Borrower or the Manager. The Borrower shall further notify CDLAC in writing of any event provided in Section 29(d) hereof.

Section 24. Severability. If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 25. Multiple Counterparts. This Regulatory Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 26. Limitation on Liability. Notwithstanding the foregoing or any other provision or obligation to the contrary contained in this Regulatory Agreement, (i) the liability of the Borrower under this Regulatory Agreement to any person or entity, including, but not limited to, the Bondowner Representative or the Issuer and their successors and assigns, is limited to the Borrower's interest in the Project and the amounts held in the funds and accounts created under the Loan Agreement and the Indenture, or any rights of the Borrower under any guarantees relating to the Projects, and such persons and entities shall look exclusively thereto, or to such other security as may from time to time be given for the payment of obligations arising out of this Regulatory Agreement or any other agreement securing the obligations of the Borrower under this Regulatory Agreement; and (ii) from and after the date of this Regulatory Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Regulatory Agreement, any agreement pertaining to the Project, the Other Project or any other agreement securing the Borrower's obligations under this Regulatory Agreement), shall be rendered against the Borrower, the assets of the Borrower (other than the Borrower's interest in the Project and the Other Project, this Regulatory Agreement, amounts held in the funds and accounts created under the Loan Agreement, any rights of the Borrower under the Loan Agreement or any other documents relating to the Loan or any rights of the Borrower under any guarantees relating to the Project and the Other Project), its partners, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal representatives, as the case may be, in any action or proceeding arising out of this Regulatory Agreement and the Loan Agreement or any agreement securing the obligations of the Borrower under this Regulatory Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding, except to the extent provided in the Loan Agreement.

Section 27. Third-Party Beneficiaries. The City, the Bondowner Representative, the owners and the former owners of the 2000 Bonds and CDLAC are intended to be and shall each be a third-party beneficiary of this Regulatory Agreement. The City and the owners and former owners of the 2000 Bonds shall have the right (but not the obligation) to enforce, separately or jointly with the Issuer and/or the Bondowner Representative, the terms of this Regulatory Agreement and to pursue an action for specific performance or other available remedy at law or in equity in accordance with Section 17 hereof. CDLAC shall have the right (but not the obligation) to enforce the CDLAC Conditions and to pursue an action for specific performance or other available remedy at law or in equity in accordance with Section 17 hereof, provided that any such action or remedy shall not materially adversely affect the interests and rights of the owners of the Bonds.

Section 28. Property Management. The Borrower agrees that at all times the Project shall be managed by a property manager (i) approved by the Issuer in its reasonable discretion and (ii) who has at least three years' experience in the ownership, operation and management of similar size rental housing projects, and at least one year's experience in the ownership, operation and management of rental housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other state or federal laws or regulations or local governmental requirements applicable to such projects (the "Manager"). The Borrower shall submit to the Issuer from time to time such information about

the background, experience and financial condition of any existing or proposed Manager as the Issuer may reasonably require to determine whether such Manager meets the requirements for a Manager set forth herein. The Issuer reserves the right to conduct periodic reviews of the management practices and of the Manager to determine if the Project is being operated and managed in accordance with the requirements and standards of this Agreement. The Borrower agrees to cooperate with the Issuer in such reviews.

If the Issuer determines in its reasonable judgment that the Project is not being operated and managed in accordance with one or more of the material requirements or standards of this Agreement, the Issuer may deliver notice to the Borrower and the Bondowner Representative requesting replacement of the Manager, which notice shall state clearly the reasons for such request. The Borrower agrees that, upon receipt of such notice, it shall within 60 days submit to the Issuer, with a copy to the Bondowner Representative, a proposal to engage a new Manager meeting the requirements of this Section 28. Each of the Issuer and the Bondowner Representative shall respond within 30 days to such proposal or such approval shall be deemed given. Upon receipt of such consent or deemed consent, the Borrower shall within 60 days terminate the existing Manager's engagement and engage the new Manager. If such proposal is denied by either the Issuer or the Bondowner Representative, the Borrower agrees that upon receipt of notice of such denial, it shall within 60 days submit to the Issuer, with copies to the Bondowner Representative, a proposal to engage another new Manager meeting the requirements of this Section 28, subject to the Issuer's and Bondowner Representative's consent or deemed consent pursuant to the terms hereof.

Notwithstanding any other provision of this Section 28 to the contrary, the Bondowner Representative may at any time by written instruction to the Issuer and the Borrower deny the Issuer's request for a replacement Manager and direct that the existing Manager be retained.

Section 29. Requirements of CDLAC. In addition to other requirements set forth herein and to the extent not prohibited by the requirements set forth in Sections 4 through 6 hereof, the Borrower hereby agrees to comply with each of the requirements of CDLAC set forth in this Section 29, as follows:

(a) The Borrower shall comply with the CDLAC Resolutions attached hereto as Exhibit E and Exhibit F and the CDLAC Conditions set forth in Exhibits A thereto (collectively, the "CDLAC Conditions"), which conditions are incorporated herein by reference and made a part hereof. The Borrower will prepare and submit to the Issuer, not later than February 1 of each year, until the rehabilitation of Project and the Other Project is completed, and on February 1 every three years thereafter until the end of the Compliance Period, a Certificate of Compliance 11 for Qualified Residential Rental Projects, in substantially the form required or otherwise provided by CDLAC from time to time, executed by an authorized representative of the Borrower. Such Certificate of Compliance 11 for Qualified Residential Rental Projects shall be prepared pursuant to the terms of the CDLAC Conditions. Additionally, the Borrower will prepare and submit to the Issuer, a Certificate of Completion, in substantially the form required or otherwise provided by CDLAC, executed by an authorized representative of the Borrower certifying among other things to the substantial completion of the Project and the Other Project. Compliance with the terms of the CDLAC Conditions not contained within this Regulatory Agreement, but referred to in the CDLAC Conditions are the responsibility of the Borrower to report to the Issuer.

(b) The Borrower acknowledges that the Issuer and the Administrator will monitor or cause to be monitored the Borrower's compliance with the terms of the CDLAC Conditions. The Borrower acknowledges that the Issuer will prepare and

submit to CDLAC, not later than March 1 of each year until the rehabilitation of the Projects has been completed, and on March 1 of every three years thereafter until the end of the Compliance Period, a Self-Certification Certificate in the form provided by CDLAC. The Borrower will cooperate fully with the Issuer in connection with such monitoring and reporting requirements.

(c) Except as otherwise provided in Section 13 of this Regulatory Agreement, this Regulatory Agreement shall terminate on the date 55 years after the date on which at least fifty percent (50%) of the units in the Project are first occupied or the commencement of the Qualified Project Period, whichever is earlier.

(d) The Borrower shall notify CDLAC in writing of: (i) any change in ownership of the Project, (ii) any change in the issuer of the Bonds, (iii) any change in the name of the Project or the Manager; (iv) any material default under the Indenture, the Loan Agreement, the Other Regulatory Agreement or this Regulatory Agreement, including, but not limited to, such defaults associated with the Tax-Exempt status of the Bonds, and the income and rental requirements as provided in Sections 4 and 6 hereof and the CDLAC Conditions; or (v) termination of this Regulatory Agreement.

(e) CDLAC shall have the right, but not the obligation, to deliver revised CDLAC Conditions to the Borrower after the Closing Date at any time that are not more restrictive than the original CDLAC Conditions; provided however, that, with the prior written consent of the Bondowner Representative, which will not be unreasonably withheld: (i) any changes in the terms and conditions of such revised CDLAC Conditions prior to the recordation against the Project in the real property records of the County of a regulatory agreement between the Borrower and the California Tax Credit Allocation Committee ("TCAC Regulatory Agreement") shall be limited to such changes as are necessary to correct any factual errors or to otherwise conform the CDLAC Conditions to any change in facts or circumstances applicable to the Borrower or the Project; and (ii) after recordation of the TCAC Regulatory Agreement, any changes in the terms and conditions of such revised CDLAC Conditions shall be limited to such changes as are necessary to conform Items 1, 6, 7, 10, 11, 12, 14, 15, 16, 18 through 26 and 37 of Exhibits A to the CDLAC Resolutions to any change in terms and conditions requested by the Borrower and approved by CDLAC. The Borrower shall record or cause to be recorded in the real property records of the County an amendment to this Regulatory Agreement containing such revised CDLAC Conditions, executed by the parties hereto or their successor in title and pay any expenses in connection therewith. The Borrower shall provide CDLAC with a copy of that recorded amendment reflecting the revised CDLAC Conditions.

Any of the foregoing requirements of the CDLAC contained in this Section 29 may be expressly waived by CDLAC, in its sole discretion, in writing, but (i) no waiver by CDLAC of any requirement of this Section 29 shall, or shall be deemed to, extend to or affect any other provision of this Regulatory Agreement except to the extent the Issuer has received an opinion of Bond Counsel that any such provision is not required by the Act or the Code and may be waived without adversely affecting the exclusion from gross income of interest on the Bonds for federal income tax purposes; and (ii) any requirement of this Section 29 shall be void and of no force and effect if the Issuer and the Borrower receive a written opinion of Bond Counsel to the effect that compliance with any such requirement would cause interest on the Bonds to cease to be Tax-Exempt or to the effect that compliance with such requirement would be in conflict with the Act, the Code or any other state or federal law.

Section 30. Limited Liability of Issuer. All obligations of the Issuer incurred under this Regulatory Agreement shall be limited obligations, payable solely and only from Bond proceeds and other amounts derived by the Issuer from the Loan or otherwise under the Loan Agreement.

Section 31. Conflict With Other Affordability Agreements. Notwithstanding any provision in this Regulatory Agreement to the contrary, in the event of any conflict between the provisions of this Regulatory Agreement and any other agreement that imposes affordability requirements on the Project, including those referenced in Section 3(e) hereof, the provisions providing for the most affordable units, with the most affordability, in the Project shall prevail, so long as at all times the requirements of Section 2, 3, 4, 6, 7 and 29 of this Regulatory Agreement are in any event satisfied. Notwithstanding the foregoing, a breach or default under any agreement referenced in Section 3(e) hereof shall not, in itself, constitute a breach or a default under this Regulatory Agreement.

Section 32. Annual Reporting Covenant. No later than January 31 of each calendar year (commencing January 31, 2019), the Borrower, on behalf of the Issuer, agrees to provide to the California Debt and Investment Advisory Commission, by any method approved by the California Debt and Investment Advisory Commission, with a copy to the Issuer, the annual report information required by section 8855(k)(1) of the California Government Code with respect to the Bonds. This covenant shall remain in effect until the later of the date (a) the Bonds are no longer outstanding or (b) the proceeds of the Bonds have been fully spent.

IN WITNESS WHEREOF, the Issuer and the Borrower have executed this Regulatory Agreement by duly authorized representatives, all as of the date first above written.

COUNTY OF CONTRA COSTA

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

ANTIOCH RECAP, L.P.,
a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its General Partner

By: Resources for Community Development,
a California nonprofit public benefit
corporation, its sole Member / Manager

By: _____
Daniel Sawislak,
Executive Director

03007.43:J15230

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, _____, Notary Public
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

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, _____, Notary Public
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

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19 TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM TIMOTHY F. BROWN, SR. TO TIMOTHY F. BROWN, JR., RECORDED OCTOBER 2, 1956, IN BOOK 2854 OF OFFICIAL RECORDS, PAGE 527, DISTANT THEREON EAST, 263 FEET FROM THE NORTHWEST CORNER THEREOF, SAID POINT OF BEGINNING ALSO BEING THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM TIMOTHY BROWN, SR., A WIDOWER, TO TIMOTHY BROWN, JR., RECORDED APRIL 14, 1955 IN BOOK 2515, OFFICIAL RECORDS, PAGE 137; THENCE FROM SAID POINT OF BEGINNING ALONG THE EXTERIOR LINES OF SAID BROWN PARCEL (2854 OR 527) AS FOLLOWS; WEST. 263 FEET; SOUTH 110 FEET AND EAST 263 FEET TO THE SOUTHWEST CORNER OF SAID BROWN PARCEL (2515 OR 137); THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL (2515 OR 137); 110 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

1. THE INTEREST OF CONTRA COSTA COUNTY IN THE WEST 20 FEET THEREOF, AS DESCRIBED IN THE DEED RECORDED FEBRUARY 15, 1938, IN BOOK 453 OF OFFICIAL RECORDS, PAGE 382.
2. THE INTEREST OF THE CITY OF ANTIOCH IN THE EAST 10 FEET OF THE WEST 30 FEET THEREOF, "FOR THE PURPOSE OF A PUBLIC STREET OR HIGHWAY" AS DESCRIBED IN THE DEED RECORDED OCTOBER 5, 1951, IN BOOK 1832 OF OFFICIAL RECORDS, PAGE 262.

Assessors Parcel No.: 068-061-024

EXHIBIT B

FORM OF INCOME CERTIFICATION

TENANT INCOME CERTIFICATION

Initial Certification 1st Recertification Other:

Effective Date: Move-in Date: (YYYY-MM-DD)
--

PART I - DEVELOPMENT DATA		
Property Name: Pinecrest Apartments	County: Contra Costa	BIN #:
Address: 1945 Cavallo Road, Antioch, CA	Unit Number:	# Bedrooms:

PART II. HOUSEHOLD COMPOSITION							
<input type="checkbox"/> Vacant							
HH Mbr #	Last Name	First Name	Middle Initial	Relationship to Head of Household	Date of Birth (YYYY/MM/DD)	F/T Student (Y or N)	Last 4 digits of Social Security #
1				HEAD			
2							
3							
4							
5							
6							
7							

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)				
HH Mbr #	(A) Employment or Wages	(B) Soc. Security / Pensions	(C) Public Assistance	(D) Other Income
TOTALS	\$	\$	\$	\$
Add totals from (A) through (D), above				TOTAL INCOME (E):
				\$

PART IV. INCOME FROM ASSETS				
Hshld Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
TOTALS:			\$	\$
Enter Column (H) Total	Passbook Rate	=	(J) Imputed Income	\$
If over \$5000	\$ X 2.00%			
Enter the greater of the total of column I, or J: imputed income	TOTAL INCOME FROM ASSETS (K)			\$
(L) Total Annual Household Income from all Sources [Add (E) + (K)]				\$

Effective Date of Move-in Income Certification:
Household Size at Move-in Certification:

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature

(Date)

Signature

(Date)

Signature

(Date)

Signature

(Date)

PART V. DETERMINATION OF INCOME ELIGIBILITY

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1 \$ 	Unit Meets Income Restriction at: <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> %	RECERTIFICATION ONLY: Current Income Limit x 140%: \$ _____ Household Income exceeds 140% at recertification: <input type="checkbox"/> Yes <input type="checkbox"/> No
Current Income Limit per Family Size: \$ _____		
Household Income at Move-in: \$ _____		Household Size at Move-in: _____

PART VI. RENT

Tenant Paid Rent \$ _____ Utility Allowance \$ _____		Rent Assistance: \$ _____ Other non-optional charges: \$ _____
GROSS RENT FOR UNIT: (Tenant paid rent plus Utility Allowance & other non-optional charges) \$ 		Unit Meets Rent Restriction at: <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> %
Maximum Rent Limit for this unit: \$ _____		

PART VII. STUDENT STATUS

ARE ALL OCCUPANTS FULL TIME STUDENTS? <input type="checkbox"/> yes <input type="checkbox"/> no	If yes, Enter student explanation* (also attach documentation) Enter 1-5 	*Student Explanation: 1 AFDC / TANF Assistance 2 Job Training Program 3 Single Parent/Dependent Child 4 Married/Joint Return 5 Former Foster Care
---	---	---

PART VIII. PROGRAM TYPE

Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.

a. Tax Credit <input type="checkbox"/> See Part V above.	b. HOME <input type="checkbox"/> <i>Income Status</i> <input type="checkbox"/> ≤ 50% AMGI <input type="checkbox"/> ≤ 60% AMGI <input type="checkbox"/> ≤ 80% AMGI <input type="checkbox"/> OI**	c. Tax Exempt <input type="checkbox"/> <i>Income Status</i> <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 60% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	d. AHDP <input type="checkbox"/> <i>Income Status</i> <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	e. _____ <input type="checkbox"/> (Name of Program) <i>Income Status</i> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> OI**
---	--	--	---	---

** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proof and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE

DATE

INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION

This form is to be completed by the owner or an authorized representative.

Part I - Project Data

Check the appropriate box for Initial Certification (move-in), Recertification (annual recertification), or Other. If Other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

*Move-in Date	Enter the date the tenant has or will take occupancy of the unit. (YYYY-MM-DD)
*Effective Date	Enter the effective date of the certification. For move-in, this should be the move-in date. For annual recertification, this effective date should be no later than one year from the effective date of the previous (re)certification. (YYYY-MM-DD)
Property Name	Enter the name of the development.
County	Enter the county (or equivalent) in which the building is located.
BIN #	Enter the Building Identification Number (BIN) assigned to the building (from IRS Form 8609).
Address	Enter the address of the building.
Unit Number	Enter the unit number.
# Bedrooms	Enter the number of bedrooms in the unit.
*Vacant Unit	Check if unit was vacant on December 31 of requesting year.

Part II - Household Composition

List all occupants of the unit. State each household member's relationship to the head of household by using one of the following coded definitions:

Head of Household	Spouse
Adult co-tenant	Other family member
Child	Foster child(ren)/adult(s)
Live-in caretaker	None of the above

Enter the date of birth, student status, and last four digits of social security number or alien registration number for each occupant. If tenant does not have a Social Security Number (SSN) or alien registration number, please enter the numerical birth month and last two digits of birth year (e.g. birthday January 1, 1970, enter "0170"). If tenant has no SSN number or date of birth, please enter the last 4 digits of the BIN.

If there are more than 7 occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

Part III - Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third party verification forms obtained from each income source, enter the gross amount anticipated to be received for the twelve months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List **each** respective household member number from Part II. Include anticipated income only if documentation exists verifying pending employment. If any adult states zero-income, please note "zero" in the columns of Part III.

- | | |
|------------|--|
| Column (A) | Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business. |
| Column (B) | Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc. |
| Column (C) | Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.). |
| Column (D) | Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household. |
| Row (E) | Add the totals from columns (A) through (D), above. Enter this amount. |

Part IV - Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the twelve months from the effective date of the certification. List the respective household member number from Part II and complete a separate line for each member.

- | | |
|------------|--|
| Column (F) | List the type of asset (i.e., checking account, savings account, etc.) |
| Column (G) | Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification). |
| Column (H) | Enter the cash value of the respective asset. |
| Column (I) | Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate). |
| TOTALS | Add the total of Column (H) and Column (I), respectively. |

If the total in Column (H) is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 2% and enter the amount in (J), Imputed Income.

- | | |
|---|---|
| Row (K) | Enter the greater of the total in Column (I) or (J) |
| Row (L) | Total Annual Household Income From all Sources Add (E) and (K) and enter the total |
| *Effective Date of Income Certification | Enter the effective date of the income certification corresponding to the total annual household income entered in Box L. If annual income certification is not required, this may be different from the effective date listed in Part I. |
| *Household Size at Certification | Enter the number of tenants corresponding to the total annual household income entered in Box L. If annual income certification is not required, this may be different from the number of tenants listed in Part II. |

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than 5 days prior to the effective date of the certification.

Part V – Determination of Income Eligibility

Total Annual Household Income from all Sources	Enter the number from item (L).
Current Income Limit per Family Size	Enter the Current Move-in Income Limit for the household size.
Household income at move-in Household size at move-in	For recertifications, only. Enter the household income from the move-in certification. On the adjacent line, enter the number of household members from the move-in certification.
Current Income Limit x 140%	For recertifications only. Multiply the Current Maximum Move-in Income Limit by 140% and enter the total. 140% is based on the Federal Set-Aside of 20/50 or 40/60, as elected by the owner for the property, not deeper targeting elections of 30%, 40%, 45%, 50%, etc. Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% of the current income limit, then the available unit rule must be followed.
*Units Meets Income Restriction at	Check the appropriate box for the income restriction that the household meets according to what is required by the set-aside(s) for the project.

Part VI - Rent

Tenant Paid Rent	Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).
Rent Assistance	Enter the amount of rent assistance, if any.
Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Other non-optional charges	Enter the amount of <u>non-optional</u> charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Rent for Unit	Enter the total of Tenant Paid Rent plus Utility Allowance and other non-optional charges.
Maximum Rent Limit for this unit	Enter the maximum allowable gross rent for the unit.
Unit Meets Rent Restriction at	Check the appropriate rent restriction that the unit meets according to what is required by the set-aside(s) for the project.

Part VII - Student Status

If all household members are full time* students, check "yes". If at least one household member is not a full time student, check "no".

If "yes" is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

Full time is determined by the school the student attends.

Part VIII – Program Type

Mark the program(s) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification. If the property does not participate in the HOME, Tax-Exempt Bond, Affordable Housing Disposition, or other housing program, leave those sections blank.

Tax Credit	See Part V above.
HOME	If the property participates in the HOME program and the unit this household will occupy will count towards the HOME program set-asides, mark the appropriate box indicating the household's designation.
Tax Exempt	If the property participates in the Tax Exempt Bond program; mark the appropriate box indicating the household's designation.
AHDP	If the property participates in the Affordable Housing Disposition Program (AHDP), and this household's unit will count towards the set-aside requirements, mark the appropriate box indicating the household's designation.
Other	If the property participates in any other affordable housing program, complete the information as appropriate.

SIGNATURE OF OWNER/REPRESENTATIVE

It is the responsibility of the owner or the owner's representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well trained in tax credit compliance.

These instructions should not be considered a complete guide on tax credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.

PART IX. SUPPLEMENTAL INFORMATION

Tenant Demographic Profile	Complete for each member of the household, including minors, for move-in. Use codes listed on supplemental form for Race, Ethnicity, and Disability Status.
Resident/Applicant Initials	All tenants who wish not to furnish supplemental information should initial this section. Parent/guardian may complete and initial for minor child(ren).

** Please note areas with asterisks are new or have been modified. Please ensure to note the changes or formats now being requested.*

TENANT INCOME CERTIFICATION QUESTIONNAIRE

Name: _____

Telephone Number:
()

<input type="checkbox"/> Initial Certification	BIN #
<input type="checkbox"/> Re-certification	
<input type="checkbox"/> Other	Unit #

INCOME INFORMATION

Yes	No		MONTHLY GROSS INCOME
<input type="checkbox"/>	<input type="checkbox"/>	I am self employed. (List nature of self employment)	(use <u>net</u> income from business) \$
<input type="checkbox"/>	<input type="checkbox"/>	I have a job and receive wages, salary, overtime pay, commissions, fees, tips, bonuses, and/or other compensation: List the businesses and/or companies that pay you: <u>Name of Employer</u> 1) _____ 2) _____ 3) _____	\$ \$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I receive cash contributions of gifts including rent or utility payments, on an ongoing basis from persons not living with me.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive unemployment benefits.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive Veteran's Administration, GI Bill, or National Guard/Military benefits/income.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive periodic social security payments.	\$
<input type="checkbox"/>	<input type="checkbox"/>	The household receives <u>unearned</u> income from family members age 17 or under (example: Social Security, Trust Fund disbursements, etc.).	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive Supplemental Security Income (SSI).	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive disability or death benefits other than Social Security.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive Public Assistance Income (examples: TANF, AFDC)	\$
<input type="checkbox"/>	<input type="checkbox"/>	I am entitled to receive child support payments.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I am currently receiving child support payments. If yes, from how many persons do you receive support? _____	\$
<input type="checkbox"/>	<input type="checkbox"/>	I am currently making efforts to collect child support owed to me. List efforts being made to collect child support: _____ _____	
<input type="checkbox"/>	<input type="checkbox"/>	I receive alimony/spousal support payments	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive periodic payments from trusts, annuities, inheritance, retirement funds or pensions, insurance policies, or lottery winnings. If yes, list sources: 1) _____ 2) _____	\$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I receive income from real or personal property.	(use <u>net</u> earned income) \$
<input type="checkbox"/>	<input type="checkbox"/>	Student financial aid (public or private, not including student loans) Subtract cost of tuition from Aid received	\$

Asset information

YES	NO		INTEREST RATE	CASH VALUE
<input type="checkbox"/>	<input type="checkbox"/>	I have a checking account(s). If yes, list bank(s) 1) 2)	% %	\$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have a savings account(s) If yes, list bank(s) 1) 2)	% %	\$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have a revocable trust(s) If yes, list bank(s) 1)	%	\$
<input type="checkbox"/>	<input type="checkbox"/>	I own real estate. If yes, provide description:		\$
<input type="checkbox"/>	<input type="checkbox"/>	I own stocks, bonds, or Treasury Bills If yes, list sources / bank names 1) 2) 3)	% % %	\$ \$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have Certificates of Deposit (CD) or Money Market Account(s). If yes, list sources / bank names 1) 2) 3)	% % %	\$ \$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have an IRA / Lump Sum Pension / Keogh Account / 401K. If yes, list bank(s) 1) 2)	% %	\$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have a whole life insurance policy. If yes, how many policies		\$
<input type="checkbox"/>	<input type="checkbox"/>	I have cash on hand.		\$
<input type="checkbox"/>	<input type="checkbox"/>	I have disposed of assets (i.e. gave away money / assets) for less than the fair market value in the past 2 years. If yes, list items and date disposed: 1) 2)		\$ \$

STUDENT STATUS

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Does the household consist of all persons who are <u>full-time</u> students (Examples: College/University, trade school, etc.)?
<input type="checkbox"/>	<input type="checkbox"/>	Does the household consist of all persons who have been a <u>full-time</u> student in the previous 5 months?
<input type="checkbox"/>	<input type="checkbox"/>	Does your household anticipate becoming an all full-time student household in the next 12 months?
<input type="checkbox"/>	<input type="checkbox"/>	If you answered yes to any of the previous three questions are you:
<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> • Receiving assistance under Title IV of the Social Security Act (AFDC/TANF/Cal Works - not SSA/SSI) • Enrolled in a job training program receiving assistance through the Job Training Participation Act (JTPA) or other similar program • Married and filing (or are entitled to file) a joint tax return • Single parent with a dependent child or children and neither you nor your child(ren) are dependent of another individual • Previously enrolled in the Foster Care program (age 18-24)
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE INFORMATION PRESENTED ON THIS FORM IS TRUE AND ACCURATE TO THE BEST OF MY/OUR KNOWLEDGE. THE UNDERSIGNED FURTHER UNDERSTANDS THAT PROVIDING FALSE REPRESENTATIONS HEREIN CONSTITUTES AN ACT OF FRAUD. FALSE, MISLEADING OR INCOMPLETE INFORMATION WILL RESULT IN THE DENIAL OF APPLICATION OR TERMINATION OF THE LEASE AGREEMENT.

PRINTED NAME OF APPLICANT/TENANT

SIGNATURE OF APPLICANT/TENANT

DATE

WITNESSED BY (SIGNATURE OF OWNER/REPRESENTATIVE)

DATE

EXHIBIT C

FORM OF CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

ANTIOCH SCATTERED SITE RENOVATION

Witnesseth that on this ____ day of _____, 20__, the undersigned, having borrowed certain funds from the County of Contra Costa (the "Issuer") for the purpose of financing the above-listed multifamily rental housing facilities does hereby certify that:

A. During the preceding twelve-months (i) each of the Projects was continually in compliance with the Regulatory Agreements, and (ii) ____% of the units in each of the Projects were occupied by Low Income Tenants (minimum of 40%).

B. Set forth below is certain information regarding occupancy of the Projects and as of the date hereof.

	Pinecrest Apartments	Terrace Glen Apartments
1. Total Units:	<u>24</u>	<u>32</u>
2. Total Units Occupied:	_____	_____
3. Total Units Held Vacant and Available for Rent to Low Income Tenants	_____	_____
4. Total Low Income Units Occupied:	_____	_____
5. % of Low Income Units to Total Units % <i>(equals the Total of Lines 3 and 4, divided by the lesser of Line 1 or Line 2)</i>	_____%	_____%

C. The units occupied by Low Income Tenants are of similar size and quality to other units and are dispersed throughout the respective Project.

D. Select appropriate certification: [No unremedied default has occurred under any of the Regulatory Agreements, the Note, Loan Agreement, the Supplemental Agreement or the Deed of Trust.] [A default has occurred under the _____. The nature of the default and the measures being taken to remedy such default are as follows: _____.]

E. The representations set forth herein are true and correct to the best of the undersigned's knowledge and belief.

Capitalized terms used in this Certificate and not otherwise defined herein have the meanings given to such terms in the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2018, between the Issuer and Antioch Recap, L.P., a California limited partnership.

Date: _____

ANTIOCH RECAP, L.P., a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its General Partner

By: Resources for Community Development,
a California nonprofit public benefit
corporation, its sole Member/Manager

By: _____
Daniel Sawislak,
Executive Director

EXHIBIT D

FORM OF COMPLETION CERTIFICATE

The undersigned hereby certifies that the acquisition and rehabilitation of the Project and of the Other Project was substantially completed as of _____.

The undersigned hereby further certifies that:

(1) the aggregate amount disbursed on the Loan to date is \$_____;

(2) all amounts disbursed on the Loan have been applied to pay or reimburse the undersigned for the payment of Project Costs and none of the amounts disbursed on the Loan have been applied to pay or reimburse any party for the payment of costs or expenses other than Project Costs;

(3) at least ninety-five percent (95%) of the amounts disbursed on the Loan have been applied to pay or reimburse the Borrower for the payment of Qualified Project Costs, and less than 25 percent of all such disbursements have been used for the acquisition of land or an interest therein; and

(4) the Borrower is in compliance with the provisions of the Regulatory Agreements and the Loan Agreement.

Capitalized terms used in this Completion Certificate have the meanings given such terms in the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2018, between Antioch Recap, L.P., a California limited partnership and the County of Contra Costa.

ANTIOCH RECAP, L.P.,
a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its gGeneral Partner

By: Resources for Community Development,
a California nonprofit public benefit
corporation, its sole Member / Manager

By: _____
Daniel Sawislak,
Executive Director

EXHIBIT E

CDLAC RESOLUTION NO. 18-033

THE CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE

RESOLUTION NO. 18-033

A RESOLUTION TRANSFERRING A PORTION OF THE 2018 STATE CEILING ON QUALIFIED PRIVATE ACTIVITY BONDS FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT

WHEREAS, the California Debt Limit Allocation Committee ("Committee") has received an application ("Application") from the County of Contra Costa ("Applicant") for the transfer to the Applicant of a portion of the 2018 State Ceiling on Qualified Private Activity Bonds under Section 146 of the Internal Revenue Code of 1986, as amended, for use by the Applicant to issue bonds or other obligations ("Bonds") for a Project as specifically described in Exhibit A ("Project") (capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Regulations of the Committee implementing the Allocation of the State Ceiling on Qualified Private Activity Bonds); and

WHEREAS, the Project Sponsor has represented and the Applicant has confirmed in the Application certain facts and information concerning the Project; and

WHEREAS, in evaluating the Project and allocating a portion of the State Ceiling on Qualified Private Activity Bonds to the Applicant for the benefit of the Project, the Committee has relied upon the written facts and information represented in the Application by the Project Sponsor and the Applicant; and

WHEREAS, it is appropriate for the Committee to make a transfer of a portion of the 2018 State Ceiling on Qualified Private Activity Bonds ("Allocation") in order to benefit such Project described in the Application;

NOW, THEREFORE, the California Debt Limit Allocation Committee resolves as follows:

Section 1. There is hereby transferred to the Applicant an amount of the 2018 State Ceiling on Qualified Private Activity Bonds equal to **\$9,260,000**. Such Allocation may be used only by the Applicant and only for the issuance of Bonds for the Project, as specifically described in Exhibit A. All of the terms and conditions of Exhibit A are incorporated herein as though set forth in full (this resolution, together with Exhibit A are hereafter referred to collectively as this "Resolution").

Section 2. The terms and conditions of this Resolution shall be incorporated in appropriate documents relating to the Bonds. The Project Sponsor and the Applicant, and all of their respective successors and assignees, will be bound by such terms and conditions. The Applicant shall monitor the Project for compliance with the terms and conditions of this Resolution. In addition, the Project shall be subject to the monitoring provisions of the California Code of Regulations, Title 4, Section 10337(c) and Section 5220 of the Committee's Regulations.

Section 3. Any modification to the Project made prior to the issuance of the Bonds that impacts the resolution must be reported to the Executive Director and, if the Executive Director determines such modification to be material in light of the Committee's Regulations, shall require reconsideration by the Committee before the Allocation may be used for the Project. After Bonds are issued, the terms and conditions set forth in this Resolution shall be enforceable by the Committee through an action for specific performance or any other available remedy. In addition, after bonds are issued, changes to Items #1, #6, #7, #10 thru #12, #14 thru #16, #18 thru #26, and #37 of the Exhibit A require Committee or Executive Director approval for the terms of commitment; changes to item #2, #13, #17, #27, and #39 thru #41 of the Exhibit A cannot be altered; changes to Items #3 thru #5 of the Exhibit A require no Committee or Executive Director approval but any alterations must be reported to CDLAC staff for the affordability period; changes to Items #8 and #9 of the Exhibit A require no CDLAC notification; and changes to Items #28 thru #36 and #38 of the Exhibit A require Committee or Executive Director approval only prior to the Project being Placed in Service by the CA Tax Credit Allocation Committee (TCAC).

Section 4. Any material changes in the structure of the bond sale prior to the issuance of the Bonds and not previously approved by the Committee shall require approval of the Committee Chair or the Executive Director.

RESOLUTION NO. 18-033

Page 2 of 3

Section 5. The transfer of proceeds from the sale of bonds to a project other than the Project subject to this Resolution is allowable only with the prior approval of the Executive Director in consultation with the Chair, except when the Project is unable to utilize any of its allocation and the Applicant is requesting the transfer of the entire Allocation to different project(s). In such case, prior approval of the Committee must be obtained. Any transfer made pursuant to this Section may only be made to another project of the same issuer that has been previously approved by the Committee.

Section 6. The Applicant is not authorized to use the Allocation transferred hereby to make a carryforward election with respect to the Project. The Applicant is not authorized to transfer the Allocation to any governmental unit in the State other than the Committee.

Section 7. The Allocation transferred herein to the Applicant shall automatically revert to this Committee unless the Applicant has issued Bonds for the Project by the close of business on **November 26, 2018**. Upon the discretion of the Executive Director, the expiration may be extended pursuant to the provisions in Article 8, Chapter 1 of the Committee's Regulations.

Section 8. Within twenty-four (24) hours of using the Allocation to issue Qualified Private Activity Bonds, the Applicant shall notify the Committee at CDLAC@treasurer.ca.gov that the Allocation has been used. This notice shall identify the Applicant, the Project or Program, the date the Allocation was used and the amount of Allocation used.

Section 9. Within fifteen (15) calendar days of the Bond closing, the Applicant or its counsel shall formally transmit to the Committee information regarding the issuance of the Bonds by submitting a completed Report of Action Taken in a form prescribed by and made available by the Committee.

Section 10. Any differences between the amount of Bonds issued and the amount of the Allocation granted in Section 1 of this Resolution shall automatically revert to the Committee. If at any time prior to the expiration date set forth in Section 7 hereof, the Applicant determines that part or all of the Allocation will not be used to issue Bonds by that date, the Applicant shall take prompt action by resolution of its governing Board or by action of its authorized officer to return such unused Allocation to the Committee.

Section 11. The staff of the Committee is authorized and directed to transmit a copy of this Resolution to the Applicant together with a request that the Applicant retain a copy of this Resolution in the Applicant's official records for the term of the Bonds under this Allocation or the term of the income and rental restrictions, whichever is longer. The Committee staff is further directed to retain a copy of this Resolution in the files of the Committee (or any successor thereto) for the same period of time.

Section 12. In consideration of the Allocation transferred to the Applicant and the Project Sponsor, the Applicant and the Project Sponsor shall comply with all of the terms and conditions contained in this Resolution and ensure that these terms and conditions are included in the documents related to the Bonds. Furthermore, the Applicant and the Project Sponsor expressly agree that the terms and conditions of this Resolution may be enforced by the Committee through an action for specific performance or any other available remedy, provided however, that the Committee agrees not to take such action or enforce any such remedy that would be materially adverse to the interests of Bondholders. In addition, the Applicant and the Project Sponsor shall ensure that the Bond documents, as appropriate, expressly provide that the Committee is a third party beneficiary of the terms and conditions set forth in this Resolution.

RESOLUTION NO. 18-033

Page 3 of 3

Section 13. The Certification of Compliance II or equivalent form is to be submitted by the Project Sponsor to the Applicant by the Applicant's specified deadline, but no later than March 1st annually until the project's Certificate of Completion has been submitted to the Applicant. Following the submission of the Certificate of Completion or equivalent form to the Applicant, the Certification of Compliance II is to be submitted March 1st every three years thereafter. In addition, an Annual Applicant Public Benefits and On-going Compliance Self-Certification (Self-Certification) form must be submitted by the Applicant online every year until the Certificate of Completion has been submitted to the Applicant. After the completion of the project has been reported, the Self-Certification will be required to be submitted March 1st every three years thereafter pursuant to Section 5144 of the CDLAC Regulations. Verification to CDLAC of income and rental information is not required in advance of the submission of the Certificate of Completion. A copy of the Certification of Compliance II and the Certificate of Completion forms may be found at this website location: <http://www.treasurer.ca.gov/cdlac>. Failure to submit compliance may result in disqualification from future program participation.

Section 14. This Resolution shall take effect immediately upon its adoption.

* * *
CERTIFICATION

I, LAURA A. WHITTALL-SCHERFEE, Executive Director of the California Debt Limit Allocation Committee, hereby certify that the above is a full, true, and correct copy of the Resolution adopted at a meeting of the Committee held in the Jesse Unruh Building, 915 Capitol Mall, Room 587, Sacramento, California 95814, on May 16, 2018 at 1:32 p.m. with the following votes recorded:

AYES:	Vincent P. Brown for State Treasurer John Chiang Jacqueline Wong-Hernandez for Governor Edmund G. Brown Jr. Alan LoFaso for State Controller Betty T. Yee
NOES:	None
ABSTENTIONS:	None
ABSENCES:	None



LAURA A. WHITTALL-SCHERFEE, Executive Director

Date: May 16, 2018

RESOLUTION NO. 18-033

QUALIFIED RESIDENTIAL RENTAL PROJECT
EXHIBIT A

1. Applicant: County of Contra Costa
2. Application No.: 18-343
3. Project Sponsor: Antioch Recap, L.P. (RCD GP III LLC)
4. Property Management Co.: The John Stewart Company
5. Project Name: Antioch Scattered Site Renovation Apartments
6. Type of Project: Acquisition and Rehabilitation/Family
7. Location: Antioch, CA
8. Private Placement Purchaser: **Bank of the West**
Cash Flow Bond: **Not Applicable**

All units identified in the CDLAC resolution, including both the Federally Bond-Restricted Units and the Other Restricted Units, will be incorporated into the Bond Regulatory Agreement. Assumptions to be included in the Bond Regulatory Agreement regarding the Other Restricted Units will include the AMI as outlined in the CDLAC resolution, a limitation that tenants pay no more than 30% of their income and 1.5 person per bedroom occupancy standard to determine the applicable rent.

Not Applicable

9. Public Sale: **Not Applicable**
Credit Enhancement Provider: **Not Applicable**
10. Total Number of Units: **54 plus 2 unrestricted manager units**
11. Total Number of Restricted Rental Units: **54**
12. The term of the income and rental restrictions for the Project will be at least 55 years from the date 50% occupancy is achieved or when the project is otherwise placed in service.
13. The Regulatory Agreement shall not terminate prior to the end of the CDLAC Resolution affordability term in the event of foreclosure, exercise of power of sale, and/or transfer of title by deed in lieu of foreclosure in connection with a deed of trust directly or indirectly securing the repayment of Cash Flow Permanent Bonds.
14. The Project will utilize Gross Rents as defined in Section 5170 of the Committee's Regulations.
Applicable
15. Income and Rental Restrictions
 - a. Federally Bond-Restricted Set-aside Units:
At least **40%** of the total units will be restricted at 60% of the Area Median Income.
 - b. Other Restricted Units
For the entire term of the income and rental restrictions, the Project will have:

At least **39** Qualified Residential units rented or held vacant for rental for persons or families whose income is at or below 50% of the Area Median Income.

At least **15** Qualified Residential units rented or held vacant for rental for persons or families whose income is at or below 60% of the Area Median Income.

RESOLUTION NO. 18-033

Exhibit A

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16. 10% of the units will be restricted to households with incomes no greater than 50% of the Area Median Income in accordance with Section 5191 of the Committee's Regulations. These units will be distributed as follows:
- | Not Applicable: | Preservation Project |
|------------------------|-----------------------------|
| Studios: | 0 |
| One-bedroom: | 0 |
| Two-bedroom: | 0 |
| Three-bedroom: | 0 |
| Four-bedroom: | 0 |
| Five-bedroom: | 0 |
17. For substantial renovation projects, a minimum of \$35,000 in hard construction costs, including overhead, profit, and general conditions, will be expended for each Project unit.
Applicable
18. A minimum of \$0,000 of public funds will be expended for the Project.
Not Applicable
19. At a minimum, the financing for the Project shall include a Taxable Tail in the amount of \$0,000. Taxable debt may only be utilized for Project related expenses, not for the cost of issuance, for which the Project Sponsor could otherwise have used tax-exempt financing.
Not Applicable
20. If the Project received points for having large family restricted units for the entire term of the income and rental restrictions, the Project will have at least 0 three-bedroom or larger units.
Not Applicable
21. For a period of fifteen (15) years after the Project is placed in use, the Project will provide to Project residents high-speed Internet or wireless (WiFi) service in each Project unit.
Not Applicable
22. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents an after school program of an ongoing nature on-site or there must be an after school program available to Project residents within 1/2 mile of the Project or except where Project will provide no cost round trip transportation. The programs shall include, but are not limited to: tutoring, mentoring, homework club and art and recreation activities to be provided weekdays throughout the school year for at least 10 hours per week.
Not Applicable
23. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents instructor-led educational, health and wellness, or skill building classes. The classes shall include, but are not limited to: financial literacy, computer training, home-buyer education, GED, resume building, ESL, nutrition, exercise, health information/awareness, art, parenting, on-site food cultivation and preparation and smoking cessation. Classes shall be provided at a minimum of 84 hours per year (drop-in computer labs, monitoring and technical assistance shall not qualify) and be located within 1/2 mile of the Project or except where Project will provide no-cost round trip transportation.
Not Applicable
24. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents 20 hours or more per week of licensed childcare on-site or there must be 20 hours or more per week of licensed childcare available to Project residents within 1/2 mile of the Project or except where Project will provide no cost round trip transportation.
Not Applicable

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Exhibit A

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25. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents health and wellness services and programs within 1/2 mile of the Project or except where Project will provide no cost round trip transportation. Such services and programs shall provide individualized support for tenants (not group classes) but need to be provided by licensed individuals or organizations. The services shall include, but are not limited to: visiting nurses programs, intergenerational visiting programs and senior companion programs. Services shall be provided for a minimum of 100 hours per year.

Not Applicable

26. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents a bona fide service coordinator. The responsibilities must include, but are not limited to: (a) providing tenants with information about available services in the community, (b) assisting tenants to access services through referral and advocacy, and (c) organizing community-building and/or enrichment activities for tenants (such as holiday events, tenant council, etc.)

Not Applicable

27. Minimum sustainable specifications will be incorporated into the project design per Section 5205 of the CDLAC Regulations.

Applicable

Section Waived:

- Energy Efficiency
- Landscaping
- Roofs
- Exterior Doors
- Appliances (ENERGY STAR)
- Window Coverings
- Water Heater
- Floor Coverings
- Insulation (Greengard Emission Criteria)

28. The Project commits to becoming certified under any one of the following programs upon completion:

- | | |
|---|-----------------------|
| a. Leadership in Energy & Environmental Design (LEED for Homes) | Not Applicable |
| b. Green Communities | Not Applicable |
| c. Passive House Institute US (PHIUS) | Not Applicable |
| d. Passive House | Not Applicable |
| e. Living Building Challenge | Not Applicable |
| f. National Green Building Standard ICC / ASRAE – 700 silver or higher rating | Not Applicable |
| g. Green Point Rated Multifamily Guidelines | Not Applicable |
| h. WELL | Not Applicable |

29. The Project is a New Construction or Adaptive Reuse Project that commits to Energy Efficiency (including heating, cooling, fan energy, and water heating but not the following end uses: lighting, plug load, appliances, or process energy) beyond the requirements in Title 24, Part 6 of California Building Code (Percentage Better than the 2016 Standards):

- | | |
|--------|-----------------------|
| a. 7% | Not Applicable |
| b. 12% | Not Applicable |

30. The Project is a New construction or Adaptive Reuse Project that commits to Energy Efficiency. The local building department has determined that building permit applications submitted on or before December 31, 2016 are complete and energy efficiency beyond the requirements in the 2013 Title 24, Part 6, of the California Building Code (the 2013 Standards) for the project as a whole shall be awarded.

- | | |
|--------|-----------------------|
| a. 9% | Not Applicable |
| b. 15% | Not Applicable |

RESOLUTION NO. 18-033

Exhibit A

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31. The Project is a New Construction or Adaptive Reuse Project that commits to Energy Efficiency with renewable energy that provides the following percentages of project tenants' energy loads (Offset of Tenants' Load):
 - a. 20% **Not Applicable**
 - b. 30% **Not Applicable**
 - c. 40% **Not Applicable**

32. The Project is a Home Energy Rating System (HERS II) Rehabilitation Project that commits to improve energy efficiency above the current modeled energy consumption of the project as a whole by:
 - a. 15% **Not Applicable**
 - b. 20% **Not Applicable**

33. The Project is a Rehabilitation Project that commits to developing, and/or managing the Project with the following Photovoltaic generation or solar energy:
 - a. Photovoltaic generation that offsets tenants loads **Not Applicable**
 - b. Photovoltaic generation that offsets 50% of common area load **Not Applicable**
 - c. Solar hot water for all tenants who have individual water meters **Not Applicable**

34. The Project is a Rehabilitation Project and will implement sustainable building management practices that include: 1) development of a project- specific maintenance manual including replacement specifications and operating information on all energy and green building features; and 2) undertaking formal building systems commissioning, retro-commissioning or re-commissioning as appropriate (continuous commissioning is not required).
Not Applicable

35. The Project is a Rehabilitation project that individually meters or sub-meters currently master-metered gas, electricity, or central hot water systems for all tenants.
Not Applicable

36. The project will commit to use no irrigation at all, irrigate only with reclaimed water, greywater, or rainwater (excepting water used for Community Gardens) or irrigate with reclaimed water, greywater or rainwater in an amount that annually equals 10,000 gallons or 150 gallons per unit, whichever is less.
Not Applicable

37. The Project will commit to having at least one (1) nonsmoking building. If the project only has one (1) building, it will be subject to a policy developed by the Sponsor that prohibits smoking in contiguous designated units. These restrictions will be incorporated into the lease agreements for the appropriate units.
Not Applicable

38. The Project will commit to having a parking ratio equivalent to or less than 1 parking stall per single room occupancy or one-bedroom restricted rental unit and 1.5 parking stalls per two-bedroom or larger restricted rental unit.
Not Applicable

39. As specified in Section 5144(b) of the Committee's Regulations, sponsors will be required to utilize TCAC's Compliance Manual specifically Section VI: Quality Tenants for Low Income Housing Tax Credit Units, to verify tenant income in conjunction with initial occupancy. No less than every three years after the project is completed, the Sponsor must collect and retain the following income and verification documentation related to all the Federally Bond-Restricted units identified in the Committee Resolution: TCAC Tax Income Calculation (TIC) or equivalent documentation, all associated source income documentation, evidence of the verifying income computation, and unit lease.
Applicable

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Exhibit A

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40. As specified in Section 5144(c) of the Committee's Regulations, compliance with the income and rental requirements of the Federally Bond-Restricted Units identified in the Committee Resolution and the Bond Regulatory Agreement must be demonstrated by the Applicant's initial review of 20% of all management files associated with the Federally Bond-Restricted units and subsequent review every three years of 20% of all management files associated with the Federally Bond-Restricted units.

Applicable

41. As specified in Section 5144(d) of the Committee's Regulations, applicants are required to ensure an onsite inspection as well as an on-site review of the 20% Federally Bond-Restricted units is performed every 3 years after the Qualified Project Period has commenced.

The following entity will conduct the site and file inspections:

Not Applicable

EXHIBIT F

CDLAC RESOLUTION NO. 18-090

THE CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE

RESOLUTION NO. 18-090

A RESOLUTION TRANSFERRING A PORTION OF THE 2018 STATE CEILING ON QUALIFIED PRIVATE ACTIVITY BONDS AND AUTHORIZING THE MAKING OF A CARRYFORWARD ELECTION FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT

WHEREAS, the California Debt Limit Allocation Committee ("Committee") has received an application ("Application") from the County of Contra Costa ("Applicant") for the transfer to the Applicant of a portion of the 2018 State Ceiling on Qualified Private Activity Bonds under Section 146 of the Internal Revenue Code of 1986, as amended, for use by the Applicant to issue bonds or other obligations ("Bonds") for a Project as specifically described in Exhibit A ("Project") (capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Regulations of the Committee implementing the Allocation of the State Ceiling on Qualified Private Activity Bonds); and

WHEREAS, the Project Sponsor has represented and the Applicant has confirmed in the Application certain facts and information concerning the Project; and

WHEREAS, in evaluating the Project and allocating a portion of the State Ceiling on Qualified Private Activity Bonds to the Applicant for the benefit of the Project, the Committee has relied upon the written facts and information represented in the Application by the Project Sponsor and the Applicant; and

WHEREAS, it is appropriate for the Committee to make a transfer of a portion of the 2018 State Ceiling On Qualified Private Activity Bonds ("Allocation") in order to benefit such Project described in the Application; and

WHEREAS, the Committee has determined that it is appropriate to authorize the Applicant to make an election to carryforward Allocation to calendar year 2019 with respect to the Project described in the Application.

NOW, THEREFORE, the California Debt Limit Allocation Committee resolves as follows:

Section 1. There is hereby transferred to the Applicant authorization to use \$1,556,192 of the 2018 State Ceiling on Qualified Private Activity Bonds. Such Allocation may be used only by the Applicant and only for the issuance of Bonds for the Project, as specifically described in Exhibit A. All of the terms and conditions of Exhibit A are incorporated herein as though set forth in full (this resolution, together with Exhibit A are hereafter referred to collectively as this "Resolution").

Section 2. The terms and conditions of this Resolution shall be incorporated in appropriate documents relating to the Bonds. The Project Sponsor and the Applicant, and all their respective successors and assignees, will be bound by such terms and conditions. The Applicant shall monitor the Project for compliance with the terms and conditions of this Resolution. In addition, the Project shall be subject to the monitoring provisions of California Code of Regulations, Title 4, Section 10337(c) and Section 5220 of the Committee's Regulations.

Section 3. Any modification to the Project made prior to the issuance of the Bonds that impacts the resolution must be reported to the Executive Director and, if the Executive Director determines such modification to be material in light of the Committee's Regulations, shall require reconsideration by the Committee before the Allocation may be used for the Project. After Bonds are issued, the terms and conditions set forth in this Resolution shall be enforceable by the Committee through an action for specific performance or any other available remedy. In addition, after bonds are issued, changes to Items #1, #6, #7, #10 thru #12, #14 thru #16, #18 thru #26, and #37 of the Exhibit A require Committee or Executive Director approval for the term of commitment; changes to item #2, #13, #17, #27, and #39 thru #41 of the Exhibit A cannot be altered; changes to Items #3 thru #5 of the Exhibit A require no Committee or Executive Director approval but any alterations must be reported to CDLAC staff for the affordability period; changes to Items #8 and #9 of the Exhibit A require no CDLAC notification; and changes to Items #28 thru #36 and #38 of the Exhibit A require Committee or Executive Director approval only prior to the Project being Placed in Service by the CA Tax Credit Allocation Committee (TCAC).

RESOLUTION NO. 18-090

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Section 4. Any material changes in the structure of the bond sale prior to the issuance of the Bonds and not previously approved by the Committee shall require approval of the Committee Chair or the Executive Director.

Section 5. The transfer of proceeds from the sale of bonds to a project other than the Project subject to this Resolution is allowable only with the prior approval of the Executive Director in consultation with the Chair, except when the Project is unable to utilize any of its allocation and the Applicant is requesting the transfer of the entire Allocation to different project(s). In such case, prior approval of the Committee must be obtained. Any transfer made pursuant to this section may only be made to another project of the same issuer that has been previously approved by the Committee.

Section 6. The Applicant is authorized to use the Allocation transferred hereby to make a carryforward election with respect to the Project. The Applicant is not authorized to transfer the Carryforward Allocation to any governmental unit in the State other than the Committee.

Section 7. The Allocation transferred herein to the Applicant shall automatically revert to this Committee unless the Applicant has issued Bonds for the Project by the close of business on **March 18, 2019**. Upon the discretion of the Executive Director, the expiration may be extended pursuant to the provisions in Article 8, Chapter 1 of the Committee's Regulations.

Section 8. Prior to being submitted to the IRS, draft Carryforward Elections must be emailed to CDLAC at cdlac@treasurer.ca.gov no later than February 1, 2019 for CDLAC approval of election amounts.

Section 9. Within twenty-four (24) hours of using the Allocation to issue Qualified Private Activity Bonds, the Applicant shall notify the Committee at CDLAC@treasurer.ca.gov that the Allocation has been used. This notice shall identify the Applicant, the project or program, the date the Allocation was used, and the amount of Allocation used.

Section 10. Within fifteen (15) calendar days of the Bond closing, the Applicant or its counsel shall formally transmit to the Committee information regarding the issuance of the Bonds by submitting a completed Report of Action Taken in a form prescribed by and made available by the Committee.

Section 11. Any differences between the amount of Bonds issued and the amount of the Carryforward Allocation granted in Section 1 of this Resolution shall be retained by the Applicant for the period allowed by Section 146(D)(3)(A) of the Internal Revenue Code regarding carryforward elections. Use of any unused Carryforward Allocation shall be in accordance with Section 5132 of the Committee's Regulations regarding carryforward elections.

Section 12. The staff of the Committee is authorized and directed to transmit a copy of this Resolution to the Applicant together with a request that the Applicant retain a copy of this Resolution in the Applicant's official records for the term of the Bonds under this Carryforward Allocation or the term of the income and rental restrictions, whichever is longer. The Committee staff is further directed to retain a copy of this Resolution in the files of the Committee (or any successor thereto) for the same period of time.

Section 13. In consideration of the Allocation transferred to the Applicant and the Project Sponsor, the Applicant and the Project Sponsor shall comply with all of the terms and conditions contained in this Resolution and ensure that these terms and conditions are included in the documents related to the Bonds. Further, the Applicant and the Project Sponsor expressly agree that the terms and conditions of this Resolution may be enforced by the Committee through an action for specific performance or any other available remedy, provided however, that the Committee agrees not to take such action or enforce any such remedy that would be materially adverse to the interests of Bondholders. In addition, the Applicant and the Project Sponsor shall ensure that the Bond documents, as appropriate, expressly provide that the Committee is a third party beneficiary of the terms and conditions set forth in this Resolution.

Section 14. The Certification of Compliance II or equivalent form is to be submitted by the Project Sponsor to the Applicant by the Applicant's specified deadline, but no later than March 1st annually until the project's Certificate of Completion has been submitted to the Applicant. Following the submission of the Certificate of Completion or equivalent form to the Applicant, the Certification of Compliance II is to be submitted March 1st every three years thereafter. In addition, an Annual Applicant Public Benefits and On-going Compliance Self-Certification (Self Certification) form must be submitted by the Applicant online every year until the Certificate of Completion has been submitted to the Applicant. After the completion of the project has been reported, the Self Certification will be required to be submitted March 1st every three years thereafter pursuant to Section 5144 of the CDLAC Regulations. Verification to CDLAC of income and rental information is not required in advance of the submission of the Certificate of Completion. A copy of the Certification of Compliance II and the Certificate of Completion forms may be found at this website location: <http://www.treasurer.ca.gov/cdlac>. Failure to submit compliance may result in disqualification from future program participation.

Section 15. This Resolution shall take effect immediately upon its adoption.

* * *

CERTIFICATION

I, LAURA A. WHITTALL-SCHERFEE, Executive Director of the California Debt Limit Allocation Committee, hereby certify that the above is a full, true, and correct copy of the Resolution adopted at a meeting of the Committee held in the Jesse Unruh Building, 915 Capitol Mall, Room 587, Sacramento, California 95814, on September 19, 2018 at 1:30 p.m. with the following votes recorded:

AYES: Vincent P. Brown for State Treasurer John Chiang
Jacqueline Wong-Hernandez for Governor Edmund G. Brown Jr.
Alan LoFaso for State Controller Betty T. Yee

NOES: None
ABSTENTIONS: None
ABSENCES: None



Laura A. Whittall-Scherfee, Executive Director

Date: September 19, 2018

RESOLUTION NO. 18-098
(QUALIFIED RESIDENTIAL RENTAL PROJECT)
EXHIBIT A

1. Applicant: County of Contra Costa
2. Application No.: 18-017
3. Project Sponsor: Antioch Recap, L.P. (RCD GP III LLC)
4. Project Management Co.: The John Stewart Company
5. Project Name: Antioch Scattered Site Resovation Apartments (Supplemental)
6. Type of Project: Acquisition and Rehabilitation/Family
7. Location: Antioch, CA
8. Private Placement Purchaser: Wells Fargo Bank, N.A.
Cash Flow Bond: Not Applicable

All units identified in the CDLAC resolution, including both the Federally Bond-Restricted Units and the Other Restricted Units, will be incorporated into the Bond Regulatory Agreement. Assumptions to be included in the Bond Regulatory Agreement regarding the Other Restricted Units will include the AMI as outlined in the CDLAC resolution, a limitation that tenants pay no more than 30% of their income and 1.5 person per bedroom occupancy standard to determine the applicable rent.

Not Applicable

9. Public Sale: Not Applicable
Credit Enhancement Provider: Not Applicable
10. Total Number of Units: 54 plus 2 unrestricted manager units
11. Total Number of Restricted Rental Units: 54
12. The term of the income and rental restrictions for the Project will be at least 55 years from the date 50% occupancy is achieved or when the project is otherwise placed in service.
13. The Regulatory Agreement shall not terminate prior to the end of the CDLAC Resolution affordability term in the event of foreclosure, exercise of power of sale, and/or transfer of title by deed in lieu of foreclosure in connection with a deed of trust directly or indirectly securing the repayment of Cash Flow Permanent Bonds.
14. The Project will utilize Gross Rents as defined in Section 5170 of the Committee's Regulations.
Applicable
15. Income and Rental Restrictions:
 - a. Federally Bond-Restricted Set-aside Units:
At least 40% of the total units will be restricted at 60% of the Area Median Income.
 - b. Other Restricted Units
For the entire term of the income and rental restrictions, the Project will have:

At least 39 Qualified Residential units rented or held vacant for rental for persons or families whose income is at or below 50% of the Area Median Income.

At least 15 Qualified Residential units rented or held vacant for rental for persons or families whose income is at or below 60% of the Area Median Income.

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Exhibit A

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16. 10% of the units will be restricted to households with incomes no greater than 50% of the Area Median Income in accordance with Section 5191 of the Committee's Regulations. These units will be distributed as follows:
Not Applicable: Preservation Project
Studios: 0
One-bedroom: 0
Two-bedroom: 0
Three-bedroom: 0
Four-bedroom: 0
Five-bedroom: 0
17. For substantial renovation projects, a minimum of \$35,000 in hard construction costs, including overhead, profit, and general conditions, will be expended for each Project unit.
Applicable
18. A minimum of \$0,000 of public funds will be expended for the Project.
Not Applicable
19. At a minimum, the financing for the Project shall include a Taxable Tail in the amount of \$0,000.
Taxable debt may only be utilized for Project related expenses, not for the cost of issuance, for which the Project Sponsor could otherwise have used tax-exempt financing.
Not Applicable
20. If the Project received points for having large family units for the entire term of the income and rental restrictions, the Project will have at least 4 three-bedroom or larger units.
Not Applicable
21. For a period of fifteen (15) years after the Project is placed in use, the Project will provide to Project residents high-speed Internet or wireless (WiFi) service in each Project unit.
Not Applicable
22. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents an after school program of an ongoing nature on-site or there must be an after school program available to Project residents within 1/2 mile of the Project except where the Project will provide no cost round trip transportation. The program shall include, but is not limited to: tutoring, mentoring, homework club, and art and recreation activities to be provided weekdays throughout the school year for at least 10 hours per week.
Not Applicable
23. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents instructor-led educational, health and wellness, or skill building classes. The classes shall include, but are not limited to: financial literacy, computer training, home-buyer education, GED, resume building, ESL, nutrition, exercise, health information/awareness, art, parenting, on-site food cultivation and preparation and smoking cessation. Classes shall be provided at a minimum of 84 hours per year (drop-in computer labs, monitoring and technical assistance shall not qualify) and be located within 1/2 mile of the Project or except where Project will provide no cost round trip transportation.
Not Applicable
24. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents 20 hours or more per week of licensed childcare on-site or there must be 20 hours or more per week of licensed childcare available to Project residents within 1/2 mile of the Project except where Project will provide no cost round trip transportation.
Not Applicable

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25. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents health and wellness services and programs within 1/2 mile of the Project or except where Project will provide no cost round trip transportation. Such services and programs shall provide individualized support for tenants (not group classes) but need to be provided by licensed individuals or organizations. The services shall include, but are not limited to: visiting nurses programs, intergenerational visiting programs and senior companion programs. Services shall be provided for a minimum of 100 hours per year.

Not Applicable

26. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents a bona fide service coordinator. The responsibilities must include, but are not limited to: (a) providing tenants with information about available services in the community, (b) assisting tenants with access services through referral and advocacy, and (c) organizing community-building and/or enrichment activities for tenants (such as holiday events, tenant council, etc.)

Not Applicable

27. Minimum sustainable specifications will be incorporated into the project design per Section 5205 of the CDLAC Regulations.

Applicable

Section Waived:

- Energy Efficiency
- Landscaping
- Roofs
- Exterior Doors
- Appliances (ENERGY STAR)
- Window Coverings
- Water Heater
- Floor Coverings
- Insulation (Greengard Emission Criteria)

28. The Project commits to becoming certified under any one of the following programs upon completion:
- a. Leadership in Energy & Environmental Design (LEED for Homes) **Not Applicable**
 - b. Green Communities **Not Applicable**
 - c. Passive House Institute US (PHIUS) **Not Applicable**
 - d. Passive House **Not Applicable**
 - e. Living Building Challenge **Not Applicable**
 - f. National Green Building Standard ICC / ASRAE – 700 silver or higher rating **Not Applicable**
 - g. Green Point Rated Multifamily Guidelines **Not Applicable**
 - h. WELL **Not Applicable**

29. The Project is a New Construction or Adaptive Reuse Project that commits to Energy Efficiency (including heating, cooling, fan energy, and water heating but not the following end uses: lighting, plug load, appliances, or process energy) beyond the requirements in Title 24, Part 6 of California Building Code (Percentage Better than the 2016 Standards):

- a. 7% **Not Applicable**
- b. 12% **Not Applicable**

RESOLUTION NO. 18-090

Exhibit A

Page 4 of 5

30. The Project is a New construction or Adaptive Reuse Project that commits to Energy Efficiency. The local building department has determined that building permit applications submitted on or before December 31, 2016 are complete and energy efficiency beyond the requirements in the 2013 Title 24, Part 6, of the California Building Code (the 2013 Standards) for the project as a whole shall be awarded.
- a. 9% **Not Applicable**
 - b. 15% **Not Applicable**
31. The Project is a New Construction or Adaptive Reuse Project that commits to Energy Efficiency with renewable energy that provides the following percentages of project tenants' energy loads (Offset of Tenants' Load):
- a. 20% **Not Applicable**
 - b. 30% **Not Applicable**
 - c. 40% **Not Applicable**
32. The Project is a Home Energy Rating System (HERS II) Rehabilitation Project that commits to improve energy efficiency above the current modeled energy consumption of the project as a whole by:
- a. 15% **Not Applicable**
 - b. 20% **Not Applicable**
33. The Project is a Rehabilitation Project that commits to developing, and/or managing the Project with the following Photovoltaic generation or solar energy:
- a. Photovoltaic generation that offsets tenants loads **Not Applicable**
 - b. Photovoltaic generation that offsets 50% of common area load **Not Applicable**
 - c. Solar hot water for all tenants who have individual water meters **Not Applicable**
34. The Project is a Rehabilitation Project and will implement sustainable building management practices that include: 1) development of a project-specific maintenance manual including replacement specifications and operating information on all energy and green building features; and 2) undertaking formal building systems commissioning, retro-commissioning or re-commissioning as appropriate (continuous commissioning is not required).
Not Applicable
35. The Project is a Rehabilitation project that individually meters or sub-meters currently master-metered gas, electricity or central hot water systems for all tenants.
Not Applicable
36. The project will commit to use no irrigation at all, irrigate only with reclaimed water, greywater, or rainwater (excepting water used for Community Gardens) or irrigate with reclaimed water, greywater or rainwater in an amount that annually equals 10,000 gallons or 150 gallons per unit, whichever is less.
Not Applicable
37. The Project will commit to having at least one (1) nonsmoking building. If the Project only has one (1) building, it will be subject to a policy developed by the Sponsor that prohibits smoking in contiguous designated units. These restrictions will be incorporated into the lease agreements for the appropriate units.
Not Applicable
38. The Project will commit to having a parking ratio equivalent to or less than 1 parking stall per single room occupancy or one-bedroom restricted rental unit and 1.5 parking stalls per two-bedroom or larger restricted rental unit.
Not Applicable

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Exhibit A

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39. As specified in Section 5144(b) of the Committee's Regulations, sponsors will be required to utilize TCAC's Compliance Manual specifically Section VI: Qualify Tenants for Low Income Housing Tax Credit Units, to verify tenant income in conjunction with initial occupancy. No less than every three years after the project is completed, the Sponsor must collect and retain the following income and verification documentation related to all the Federally Bond-Restricted units identified in the Committee Resolution: TCAC Tax Income Calculation (TIC) or equivalent documentation, all associated source income documentation, evidence of the verifying income computation, and unit lease.

Applicable

40. As specified in Section 5144(c) of the Committee's Regulations, compliance with the income and rental requirements of the Federally Bond-Restricted Units identified in the Committee Resolution and the Bond Regulatory Agreement must be demonstrated by the Applicants initial review of 20% of all management files associated with the Federally Bond-Restricted units and subsequent review every three years of 20% of all management files associated with the Federally Bond-Restricted units.

Applicable

41. As specified in Section 5144(d) of the Committee's Regulations, applicants are required to ensure an onsite inspection as well as an on-site review of the 20% Federally Bond-Restricted units is performed every 3 years after the Qualified Project Period has commenced.

The following entity will conduct the site and file inspections:

Not Applicable

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

Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, CA 94939-1726
Attention: Paul J. Thimmig, Esq.

**REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

by and between the

COUNTY OF CONTRA COSTA, CALIFORNIA

and

**ANTIOCH RECAP, L.P.
a California limited partnership**

dated as of November 1, 2018

relating to:

\$_____

**County of Contra Costa
Multifamily Housing Revenue Bonds
(Antioch Scattered Site Renovation), Series 2018A**

This Regulatory Agreement and Declaration of Restrictive Covenants pertains to the 32 units of multifamily rental housing located at 35, 45, 101, 103, 104, 105, 106 and 107 West 20th Street in Antioch, California, known as Terrace Glen Apartments.

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**REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

THIS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (as supplemented and amended from time to time, this "Regulatory Agreement"), dated as of November 1, 2018, is by and between 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 (together with any successor to its rights, duties and obligations, the "Issuer"), and ANTIOCH RECAP, L.P., a California limited partnership duly organized, validly existing and in good standing under the laws of the State of California (together with any successor to its rights, duties and obligations hereunder and as owner of the Project identified herein, the "Borrower").

R E C I T A L S :

WHEREAS, the Issuer proposes to enter into an indenture of trust, dated as of November 1, 2018 (as supplemented and amended from time to time, the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, as bondowner representative (the "Bondowner Representative") pursuant to which the Issuer will issue, pursuant to Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code (the "Act"), its County of Contra Costa Multifamily Housing Revenue Bonds (Antioch Scattered Site Renovation), Series 2018A in the initial principal amount of \$_____ (the "Bonds"); and

WHEREAS, the proceeds of the Bonds will be used to fund a loan (the "Loan") to the Borrower pursuant to the Loan Agreement, dated as of November 1, 2018, among the Issuer, the Bondowner Representative and the Borrower (as supplemented and amended from time to time, the "Loan Agreement"), to provide financing for the acquisition and rehabilitation by the Borrower of 56 units of multifamily rental housing (collectively referred to in the Indenture as the "Project" and in this Regulatory Agreement as the "Projects") identified collectively as Antioch Scattered Site Renovation, including (a) 24 units located at 1945 Cavallo Road in the City of Antioch, California, currently known as Pinecrest Apartments, and (b) 32 units located at 35, 45, 101, 103, 104, 105, 106 and 107 West 20th Street in the City of Antioch, California, currently known as Terrace Glen Apartments; and

WHEREAS, in connection with the Loan and the financing of the Projects, the Issuer and the Borrower will enter into two separate Regulatory Agreements and Declaration of Restrictive Covenants, each dated as of November 1, 2018, one with respect to Pinecrest Apartments, and one with respect to Terrace Glen Apartments; and

WHEREAS, this is one of such agreements, is referred to herein as the "Agreement" or the "Regulatory Agreement," and pertains to the site described in Exhibit A hereto and the units on such site (such units being referred to in this Regulatory Agreement as the "Project"); and

WHEREAS, the other Regulatory Agreement and Declaration of Restrictive Covenants that pertains to units comprising the Projects that are not to be located on the site described in Exhibit A hereto is referred to herein as the "Other Regulatory Agreement," and the units situated on the site described in Exhibit A to the Other Regulatory Agreement are referred to herein as the "Other Project;" and

WHEREAS, in order to assure the Issuer and the Bondowner Representative that interest on the Bonds will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"), and to satisfy the public purposes for which the Bonds are authorized to be issued under the Act, and to satisfy the purposes of the Issuer in determining to issue the Bonds, certain limits on the occupancy of units in the Project and the units in the Other Project need to be established and certain other requirements need to be met.

NOW, THEREFORE, in consideration of the issuance of the Bonds by the Issuer and the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Issuer and the Borrower hereby agree as follows:

Section 1. Definitions and Interpretation. Unless the context otherwise requires, the capitalized terms used herein shall have the respective meanings assigned to them in the recitals hereto, in this Section 1, or in the Indenture.

"Administrator" means the Issuer or any administrator or program monitor appointed by the Issuer to administer this Regulatory Agreement, and any successor administrator appointed by the Issuer.

"Affiliated Party" means (a) a person whose relationship with the Borrower would result in a disallowance of losses under Section 267 or 707(b) of the Code, (b) a person who together with the Borrower are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that "more than 50 percent" shall be substituted for "at least 80 percent" each place it appears therein), (c) a partnership and each of its partners (and their spouses and minor children) whose relationship with the Borrower would result in a disallowance of losses under Section 267 or 707(b) of the Code, and (d) an S corporation and each of its shareholders (and their spouses and minor children) whose relationship with the Borrower would result in a disallowance of losses under Section 267 or 707(b) of the Code.

"Affordable Rents" means thirty percent (30%) of an amount equal to fifty percent (50%) of the median gross income for the Area, adjusted for household size (as described in the definition of "Low Income Unit" in this Section 1), less a utility allowance calculated as set forth in U.S. Treasury Regulation Section 1.42-10.

"Area" means the Metropolitan Statistical Area or County, as applicable, in which the Project and the Other Project are located, as defined by the United States Department of Housing and Urban Development.

"Available Units" means residential units in the Project that are actually occupied and residential units in the Project that are vacant and have been occupied at least once after becoming available for occupancy, provided that (a) a residential unit that is vacant on the later of (i) the date the Project is acquired or (ii) the issue date of the Bonds is not an Available Unit and does not become an Available Unit until it has been occupied for the first time after such date, and (b) a residential unit that is not available for occupancy due to renovations is not an Available Unit and does not become an Available Unit until it has been occupied for the first time after the renovations are completed.

"CDLAC" means the California Debt Limit Allocation Committee or its successors.

"CDLAC Conditions" has the meaning given such term in Section 29(a).

“CDLAC Resolutions” means, collectively, Resolution No. 18-033 relating to the Projects attached hereto as Exhibit E, adopted by CDLAC on May 16, 2018, and Resolution No. 18-_____ relating to the Projects attached hereto as Exhibit F, adopted by CDLAC on September 19, 2018, as such resolutions may be modified or amended from time to time.

“Certificate of Continuing Program Compliance” means the Certificate to be filed by the Borrower with the Issuer pursuant to Section 4(f) hereof, which shall be substantially in the form attached as Exhibit C hereto or in such other comparable form as may be provided by the Issuer to the Borrower, or as otherwise approved by the Issuer.

“City” means the City of Antioch, California.

“Closing Date” has the meaning given to such term in the Indenture.

“Completion Certificate” means the certificate of completion of the rehabilitation of the Projects required to be delivered to the Issuer by the Borrower pursuant to Section 2(i) of this Regulatory Agreement, which shall be substantially in the form attached to this Regulatory Agreement as Exhibit D.

“Completion Date” means the date of completion of the rehabilitation of the Projects, as that date shall be certified as provided in Section 2(i) of this Regulatory Agreement.

“Compliance Period” means the period beginning on the first day of the Qualified Project Period and ending on the later of the end of the Qualified Project Period or such later date as set forth in Section 29(c) of this Regulatory Agreement.

“County” means the County of Contra Costa, California.

“FOCUS Program” means (a) the FOCUS Compliance Verification Program (user’s guide located at focus.housingcompliance.org) utilized by the Issuer to verify the Borrower’s compliance with various requirements of this Regulatory Agreement; or (b) any similar program used by the Issuer, in the substitution for the program described in the preceding clause (a), to verify the Borrower’s compliance with various requirements of this Regulatory Agreement.

“Gross Income” means the gross income of a person (together with the gross income of all persons who intend to reside with such person in one residential unit) as calculated in the manner prescribed in under section 8 of the Housing Act.

“Housing Law” or “Housing Act” means the United States Housing Act of 1937, as amended, or its successor.

“Income Certification” means a Tenant Income Certification and a Tenant Income Certification Questionnaire in the form attached as Exhibit B hereto or in such other comparable form as may be provided by the Issuer to the Borrower, or as otherwise approved by the Issuer.

“Inducement Date” means June 5, 2018, being the date on which the Board of Supervisors of the Issuer adopted Resolution No. 2018/189, expressing the Issuer’s intent to issue the Bonds to provide financing for the Projects.

“Issuer Annual Fee” means: for the period from the Closing Date to but not including November 1, 2019, an amount equal to one-eighth of one percent (1/8%) of the maximum principal amount of the Bonds; and, thereafter, on each November 1 during the remainder of

the Compliance Period, commencing November 1, 2019, an amount equal to the greater of (a) one-eighth of one percent of the then outstanding principal amount of the Bonds, or (b) \$5,000.00.

“Issuer Issuance Fee” means an amount equal to one-eighth of one percent (1/8%) of the maximum principal amount of the Bonds.

“Low Income Tenant” means a tenant occupying a Low Income Unit.

“Low Income Unit” means any Available Unit if the aggregate Gross Income of all tenants therein does not exceed limits determined in a manner consistent with determinations of “low-income families” under Section 8 of the Housing Act, provided that the percentage of median gross income that qualifies as low income hereunder shall be sixty percent (60%) of median gross income for the Area, with adjustments for family size. A unit occupied by one or more students shall only constitute a Low Income Unit if such students meet the requirements of Section 142(d)(2)(C) of the Code. The determination of an Available Unit’s status as a Low Income Unit shall be made by the Borrower upon commencement of each lease term with respect to such unit, and annually thereafter, on the basis of an Income Certification executed by each tenant.

“Manager” means a property manager meeting the requirements of Section 28 hereof. Resources for Community Development is the initial Manager.

“Other Project” has the meaning given to such term in the Recitals to this Regulatory Agreement.

“Other Regulatory Agreement” has the meaning given to such term in the Recitals to this Regulatory Agreement.

“Project” means the rental housing development located on the site described in Exhibit A hereto, consisting of those facilities, including a fee interest in the real property, structures, buildings, fixtures or equipment situated thereon, as it may at any time exist, the rehabilitation of which facilities is to be financed, in whole or in part, from the proceeds of the Loan or the proceeds of any payment by the Borrower pursuant to the Loan Agreement, and any real property, structures, buildings, fixtures or equipment acquired in substitution for, as a renewal or replacement of, or a modification or improvement to, all or any part of the facilities described in the Loan Agreement. It is hereby acknowledged that the term “Project” when used in the Loan Agreement, means the “Project” as defined herein together with the “Other Project,” as defined herein.

“Projects” has the meaning given to such term in the Recitals to this Regulatory Agreement.

“Qualified Project Costs” means Project Costs that meet each of the following requirements: (i) the costs are properly chargeable to capital account (or would be so chargeable with a proper election by the Borrower or but for a proper election by the Borrower to deduct such costs) in accordance with general Federal income tax principles and in accordance with United States Treasury Regulations §1.103-8(a)(1), provided, however, that only such portion of interest accrued during rehabilitation of the Projects shall be eligible to be a Qualified Project Cost as is so capitalizable and as bears the same ratio to all such interest as the Qualified Project Costs bear to all Project Costs; and provided further that interest accruing after the date of completion of the rehabilitation of the Projects shall not be a Qualified Project Cost; and provided still further that if any portion of any of the Projects is being rehabilitated by an

Affiliated Party (whether as a general contractor or a subcontractor), Qualified Project Costs shall include only (A) the actual out-of-pocket costs incurred by such Affiliated Party in rehabilitating the Projects (or any portion thereof), (B) any reasonable fees for supervisory services actually rendered by the Affiliated Party, and (C) any overhead expenses incurred by the Affiliated Party which are directly attributable to the work performed on the Projects, and shall not include, for example, intercompany profits resulting from members of an affiliated group (within the meaning of Section 1504 of the Code) participating in the rehabilitation of the Projects or payments received by such Affiliated Party due to early completion of the rehabilitation of the Projects; (ii) the costs are paid with respect to a qualified residential rental project or projects within the meaning of Section 142(d) of the Code, (iii) the costs are paid after the earlier of 60 days prior to the Inducement Date or the Closing Date, and (iv) if the Project Costs were previously paid and are to be reimbursed with proceeds of the Loan or the Bonds, such costs were (A) costs of issuance of the Issuer Note, (B) preliminary capital expenditures (within the meaning of United States Treasury Regulations §1.139-2(f)(2)) with respect to the Projects (such as architectural, engineering and soil testing services) incurred before commencement of the rehabilitation of the Projects that do not exceed twenty percent (20%) of the issue price of the Bonds (as defined in United States Treasury Regulations §1.148-1), or (C) were capital expenditures with respect to the Projects that are reimbursed no later than eighteen (18) months after the later of the date the expenditure was paid or the date the Projects are placed in service (but no later than three (3) years after the expenditure is paid). Notwithstanding the foregoing, "Qualified Project Costs" shall not include costs related to the rehabilitation of any office or commercial space located on a site on which the Project or one of the Other Project is located.

"Qualified Project Period" means the period beginning on the Closing Date and ending on the later of the following: (a) the date that is fifteen (15) years after the date on which at least fifty percent (50%) of the units in the Projects are first occupied; (b) the first date on which no Tax-Exempt private activity bonds with respect to the Projects are Outstanding; or (c) the date on which any assistance provided with respect to any of the Projects under Section 8 of the Housing Act terminates; provided, however, that if at least 10% of the residential units in the Project are Available Units at all times within 60 days after the later of (1) the date the Project is acquired by the Borrower, or (2) the issue date of the Bonds, then the Qualified Project Period shall begin on the date one year after the issue date of the Bonds and end on the later of (A) the date that is fifteen (15) years after such date or (B) the later of the dates specified in the foregoing clauses (a), (b) and (c) above.

"Regulations" means the Income Tax Regulations of the Department of the Treasury applicable under the Code from time to time.

"Regulatory Agreement" means this Regulatory Agreement and Declaration of Restrictive Covenants, as it may be supplemented and amended from time to time.

"Rental Payments" means the rental payments paid by the occupant of a unit, excluding any supplemental rental assistance to the occupant from the State, the federal government, or any other public agency, but including any mandatory fees or charges imposed on the occupant by the Borrower as a condition of occupancy of the unit.

"Tax-Exempt" means with respect to interest on any obligations of a state or local government, including the Bonds, that such interest is excluded from gross income for federal income tax purposes; provided, however, that such interest may be includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax, under the Code.

“Transfer” means the conveyance, assignment, sale or other disposition of all or any portion of the Project; and shall also include, without limitation to the foregoing, the following: (a) an installment sales agreement wherein Borrower agrees to sell the Project or any part thereof for a price to be paid in installments; and (b) an agreement by the Borrower leasing all or a substantial part of the Project to one or more persons or entities pursuant to a single or related transactions.

Unless the context clearly requires otherwise, as used in this Regulatory Agreement, words of any gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Regulatory Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Regulatory Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Regulatory Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

The parties to this Regulatory Agreement acknowledge that each party and their respective counsel have participated in the drafting and revision of this Regulatory Agreement. Accordingly, the parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Regulatory Agreement or any supplement or exhibit hereto.

Section 2. Representations, Covenants and Warranties of the Borrower.

(a) The statements made in the various certificates delivered by the Borrower to the Issuer or the Bondowner Representative on the Closing Date are true and correct.

(b) The Borrower (and any person related to it within the meaning of Section 147(a)(2) of the Code) will not take or omit to take, as is applicable, any action if such action or omission would in any way cause the proceeds of the Loan to be applied in a manner contrary to the requirements of the Loan Agreement, this Regulatory Agreement or the Other Regulatory Agreement.

(c) The Borrower will not take or permit, or omit to take or cause to be taken, as is appropriate, any action that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds, or the exemption from California personal income taxation of the interest on the Bonds and, if it should take or permit, or omit to take or cause to be taken, any such action, it will take all lawful actions necessary to rescind or correct such actions or omissions promptly upon obtaining knowledge thereof.

(d) The Borrower will take such action or actions as may be necessary, in the written opinion of Bond Counsel filed with the Issuer, the Bondowner Representative and the Borrower, to comply fully with the Act, the Code and all applicable rules, rulings, policies, procedures, Regulations or other official statements promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service to the extent necessary to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(e) The acquisition by the Borrower of an interest in the sites on which the Project and the Other Project are located and the commencement of the rehabilitation of the Projects occurred after the date which was 60 days prior to the Inducement Date. The Borrower has

incurred a substantial binding obligation to expend proceeds of the Loan pursuant to which the Borrower is obligated to expend at least five percent (5%) of the maximum principal amount of the Loan.

(f) The Borrower will proceed with due diligence to complete the rehabilitation of the Project and the Other Project and the full expenditure of the proceeds of the Loan. The Borrower reasonably expects to complete the rehabilitation of the Projects and to expend the full maximum principal amount of the Loan by November 1, 2019.

(g) The Borrower's reasonable expectations respecting the total expenditure of the proceeds of the Loan have been accurately set forth in a certificate of the Borrower delivered to the Issuer on the Closing Date. At all times, the aggregate disbursements of the proceeds of the Loan will have been applied to pay or to reimburse the Borrower for the payment of Qualified Project Costs in an amount equal to ninety-seven percent (97%) or more of such disbursements, and less than twenty-five percent (25%) of such disbursements shall have been used to pay for the acquisition of land or an interest therein.

(h) Notwithstanding the provisions of Section 5.18 of the Loan Agreement, and in addition thereto, the Borrower agrees to obtain a written report from an independent firm with experience in calculating excess investment earnings for purposes of Section 148(f) of the Code, not less than once on or about each five year anniversary of the Closing Date and within thirty (30) days of the date the Bonds have been paid in full, determining that either (i) no excess investment earnings subject to rebate to the federal government under Section 148(f) of the Code have arisen with respect to the Bonds in the prior five-year period (or, with respect to the final such report following the repayment of the Bonds, have arisen since the last five-year report); or (ii) excess investment earnings have so arisen during the prior five-year period (or, with respect to the final such report following the repayment of the Bonds, have arisen since the last five-year report), and specifying the amount thereof that needs to be rebated to the federal government and the date by which such amount needs to be so rebated. The Borrower shall provide a copy of each report prepared in accordance with the preceding sentence to the Issuer, each time within one week of its receipt of the same from the independent firm that prepared the respective report.

(i) As soon as practicable after the Completion Date of the Project and the Other Project, the Borrower shall deliver to the Issuer and the Bondowner Representative a duly executed Completion Certificate. Only one Completion Certificate shall be prepared and filed with respect to this requirement and Section 2(i) of the Other Regulatory Agreement.

(j) The Borrower acknowledges that the Issuer may appoint an Administrator other than the Issuer to administer this Regulatory Agreement and to monitor performance by the Borrower of the terms, provisions and requirements hereof. In such event, the Borrower shall comply with any reasonable request by the Issuer or the Administrator to deliver to any such Administrator, in addition to or instead of the Issuer, any reports, notices or other documents required to be delivered pursuant hereto, and to make the Project and the books and records with respect thereto available for inspection by the Administrator as an agent of the Issuer.

(k) The Borrower agrees to expend towards the rehabilitation of the Project and the Other Project (such expenditures to constitute "rehabilitation expenditures" as defined in Section 147(d) of the Code), within two (2) years of the Closing Date, an amount at least equal to fifteen percent (15%) of the proceeds of the Loan used to acquire the buildings (and equipment) comprising the Projects.

(l) Money on deposit in any fund or account in connection with the Bonds or the Loan, whether or not such money was derived from other sources, shall not be used by or under the direction of the Borrower, in a manner which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, and the Borrower specifically agrees that the investment of money in any such fund shall be restricted as may be necessary to prevent the Bonds from being “arbitrage bonds” under the Code.

(m) All of the proceeds of the Bonds and the Loan and earnings from the investment of such proceeds will be used to pay Project Costs; and no more than two percent (2%) of the proceeds of the Bonds will be used to pay issuance costs of the Bonds, within the meaning of Section 147(g) of the Code.

(n) No portion of the proceeds of the Loan shall be used to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises. No proceeds of the Loan shall be used for an office unless the office is located on the premises of the facilities constituting the Project or the Other Project and unless not more than a de minimis amount of the functions to be performed at such office is not related to the day-to-day operations of the Project or the Other Project.

(o) In accordance with Section 147(b) of the Code, the average maturity of the Bonds does not exceed 120% of the average reasonably expected remaining economic life of the facilities being financed by the Bonds.

(p) The Borrower shall comply with all applicable requirements of Section 65863.10 of the California Government Code pertaining to the Project, including the requirements for providing notices in Sections (b), (c), (d) and (e) thereof, and with all applicable requirements of Section 65863.11 of the California Government Code pertaining to the Project.

(q) The Borrower shall pay all of the Issuance Costs.

(r) The Borrower hereby incorporates herein, as if set forth in full herein, each of the representations, covenants and warranties of the Borrower contained in the Tax Certificate and the Loan Agreement relating to the Projects.

(s) The Borrower hereby represents and warrants that the Project is located entirely within the City.

(t) The Borrower agrees to comply with the provisions of Section 5.18 of the Loan Agreement, as in effect on the Closing Date.

(u) The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions contemplated by this Regulatory Agreement and the Other Regulatory Agreement; that it is familiar with the provisions of all of the documents and instruments relating to the Bonds and the Loan to which it is a party or of which it is a beneficiary; that it understands the financial and legal risks inherent in such transactions; and that it has not relied on the Issuer for any guidance or expertise in analyzing the financial or other consequences of such financing transactions or otherwise relied on the Issuer in any manner except to issue the Bonds in order to provide funds to assist the Borrower in rehabilitating the Project and the Other Project.

Section 3. Qualified Residential Rental Project. The Borrower hereby acknowledges and agrees that the Project is to be owned, managed and operated as a “residential rental project”

(within the meaning of Section 142(d) of the Code) for a term equal to the Compliance Period. To that end, and for the term of this Regulatory Agreement, the Borrower hereby represents, covenants, warrants and agrees as follows:

(a) The Project will be rehabilitated and operated for the purpose of providing multifamily residential rental property. The Borrower will own, manage and operate the Project as a project to provide multifamily residential rental property comprised of a building or structure or several interrelated buildings or structures, together with any functionally related and subordinate facilities, and no other facilities, in accordance with Section 142(d) of the Code, Section 1.103-8(b) of the Regulations and the provisions of the Act, and in accordance with such requirements as may be imposed thereby on the Project from time to time.

(b) All of the dwelling units in the Project (except for not more than one unit set aside for a resident manager or other administrative use) are similarly constructed units, and each dwelling unit in the Project contains complete separate and distinct facilities for living, sleeping, eating, cooking and sanitation for a single person or a family, including a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.

(c) None of the dwelling units in the Project will at any time be utilized on a transient basis or rented for a period of less than 30 consecutive days, or will ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home or trailer court or park; provided that the use of certain units for tenant guests on an intermittent basis shall not be considered transient use for purposes of this Regulatory Agreement.

(d) No part of the Project will at any time during the Compliance Period be owned by a cooperative housing corporation, nor shall the Borrower take any steps in connection with a conversion to such ownership or use, and the Borrower will not take any steps in connection with a conversion of the Project to condominium ownership during the Compliance Period (except that the Borrower may obtain final map approval and the Final Subdivision Public Report from the California Department of Real Estate and may file a condominium plan with the City).

(e) All of the Available Units in the Project will be available for rental during the period beginning on the date hereof and ending on the termination of the Compliance Period on a continuous, "first-come, first-served" basis to members of the general public, and the Borrower will not give preference to any particular class or group in renting the dwelling units in the Project, except (i) not more than one unit may be set aside for a resident manager or other administrative use, or (ii) to the extent that dwelling units are required to be leased or rented in such a manner that they constitute Low Income Units or otherwise as necessary to comply with Section 6(a), (b) and (c), (iii) to the extent required under any "extended low-income housing commitment (an "Extended Use Agreement") applicable to the Project, (iv) to the extent required by the provisions of any documents related to the provision of State or federal low income housing tax credits for the Project, or (v) to the extent required under any of the Subordinate Loan Documents (as defined in the Loan Agreement).

(f) The Project site consists of a parcel or parcels that are contiguous except for the interposition of a road, street or stream, and all of the facilities of the Project comprise a single geographically and functionally integrated project for residential

rental property, as evidenced by the ownership, management, accounting and operation of the Project.

(g) The Borrower shall not discriminate on the basis of race, creed, color, sex, source of income (e.g. AFDC, SSI), physical disability, age, national origin or marital status in the rental, lease, use or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

(h) No dwelling unit in the Project shall be occupied by the Borrower. Notwithstanding the foregoing, if the Project contains five or more dwelling units, this paragraph shall not be construed to prohibit occupancy of dwelling units by one or more resident managers or maintenance personnel any of whom may be the Borrower; provided that the number of such managers or maintenance personnel is not unreasonable given industry standards in the area for the number of dwelling units in the Project.

(i) The Borrower will not sell dwelling units within the Project.

(j) Should involuntary noncompliance with the provisions of Section 1.103-8(b) of the Regulations be caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law or an action of a federal agency after the Closing Date which prevents the Issuer from enforcing the requirements of the Regulations as applicable to the Project, or condemnation or similar event, the Borrower covenants that, within a "reasonable period" determined in accordance with the applicable Regulations, it will either prepay the Loan or, if permitted under the provisions of the Loan Agreement, apply any proceeds received as a result of any of the preceding events to rehabilitate the Project to meet the requirements of Section 142(d) of the Code and the applicable Regulations.

(k) During the Qualified Project Period, the Borrower shall submit a completed Internal Revenue Code Form 8703 or such other annual certification as required by the Code with respect to the Project and the Other Project, to the Secretary of the Treasury on or before March 31 of each year (or such other date as may be required by the Code).

The Issuer hereby elects to have the Project and the Other Project meet the requirements of Section 142(d)(1)(B) of the Code.

Section 4. Low Income Tenants; Reporting Requirements. Pursuant to the requirements of the Code, the Borrower hereby represents, warrants and covenants as follows:

(a) During the Compliance Period, no less than forty percent (40%) of the total number of completed units in the Project, and not less than forty percent (40%) of the units in the Other Project, shall at all times be Low Income Units. For the purposes of this paragraph (a), a vacant unit that was most recently a Low Income Unit is treated as a Low Income Unit until reoccupied, other than for a temporary period of not more than 31 days, at which time the character of such unit shall be redetermined.

Notwithstanding the foregoing provisions of this Section 4(a), the Borrower shall not be in default under such requirements so long as (i) the Borrower uses its best efforts to comply with such requirements as soon as practicable following the Closing Date, and (ii) with respect to the Project and the Other Project, any unit which becomes available for rental following the Closing Date becomes a Low Income Unit as necessary to satisfy

the requirements of Section 4(a). In no event, however, shall the Borrower fail to comply with the foregoing provisions of this Section 4(a) of this Regulatory Agreement by November 1, 2019.

(b) No tenant qualifying as a Low Income Tenant upon initial occupancy shall be denied continued occupancy of a unit in the Project or in the Other Project because, after admission, the aggregate Gross Income of all tenants in the unit occupied by such Low Income Tenant increases to exceed the qualifying limit for a Low Income Unit. However, should the aggregate Gross Income of tenants in a Low Income Unit, as of the most recent determination thereof, exceed one hundred forty percent (140%) of the applicable income limit for a Low Income Unit occupied by the same number of tenants, the next available unit of comparable or smaller size must be rented to (or held vacant and available for immediate occupancy by) Low Income Tenant(s). The unit occupied by such tenants whose aggregate Gross Income exceeds such applicable income limit shall continue to be treated as a Low Income Unit for purposes of the 40% requirement of Section 4(a) hereof unless and until an Available Unit of comparable or smaller size is rented to persons other than Low Income Tenants.

(c) For the Compliance Period, the Borrower will obtain, complete and maintain on file Income Certifications for each Low Income Tenant, including (i) an Income Certification dated immediately prior to the initial occupancy of such Low Income Tenant in the unit and a second Income Certification dated one year after the Low-Income Tenant's initial move-in date, and (ii) thereafter, an annual Income Certification with respect to each Low Income Tenant. In lieu of obtaining the annual Income Certifications required by clause (ii) of the preceding sentence, the Borrower may, with respect to any particular twelve-month period ending each February 1, deliver to the Administrator no later than fifteen days after such date a certification that as of each February 1, no residential unit in the Project was occupied within the preceding twelve months by a new resident whose income exceeded the limit applicable to Low Income Tenants upon admission to the Project. The Administrator may at any time and in its sole and absolute discretion notify the Borrower in writing that it will no longer accept certifications of the Borrower made pursuant to the preceding sentence and that the Borrower will thereafter be required to obtain annual Income Certifications for tenants. The Borrower will also provide such additional information as may be required in the future by the Code, the State or the Issuer, as the same may be amended from time to time, or in such other form and manner as may be required by applicable rules, rulings, policies, procedures, Regulations or other official statements now or hereafter promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service with respect to Tax-Exempt obligations. Upon request of the Administrator or the Issuer, copies of Income Certifications for Low Income Tenants commencing or continuing occupation of a Low Income Unit shall be submitted to the Administrator or the Issuer, as requested.

(d) The Borrower shall make a good faith effort to verify that the income information provided by an applicant in an Income Certification is accurate by taking one or more of the following steps as a part of the verification process: (1) obtain pay stubs for the three most recent pay periods, (2) obtain an income tax return for the most recent tax year, (3) obtain a credit report or conduct a similar type credit search, (4) obtain an income verification from the applicant's current employer, (5) obtain an income verification from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies, or (6) if the applicant is unemployed and does not have an income tax return, obtain another form of independent verification reasonably acceptable to the Issuer.

(e) The Borrower will maintain complete and accurate records pertaining to the Low Income Units, and will permit any duly authorized representative of the Issuer, the Department of the Treasury or the Internal Revenue Service to inspect the books and records of the Borrower pertaining to the Projects, including those records pertaining to the occupancy of the Low Income Units.

(f) The Borrower will prepare and submit to the Administrator, on behalf of the Issuer, not less than semi-annually, commencing not less than six months after the Closing Date, a Certificate of Continuing Program Compliance executed by the Borrower in substantially the form attached hereto as Exhibit C. During the Compliance Period, the Borrower shall submit a completed Internal Revenue Code Form 8703 or such other annual certification as required by the Code with respect to the Projects, to the Secretary of the Treasury on or before March 31 of each year (or such other date as may be required by the Code).

(g) For the Compliance Period, all tenant leases or rental agreements shall be subordinate to this Regulatory Agreement and the Deed of Trust. All leases pertaining to Low Income Units shall contain clauses, among others, wherein each tenant who occupies a Low Income Unit: (i) certifies the accuracy of the statements made by such tenant in the Income Certification; (ii) agrees that the family income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy of such tenant, that such tenant will comply promptly with all requests for information with respect thereto from the Borrower, the Issuer or the Administrator on behalf of the Issuer, and that the failure to provide accurate information in the Income Certification or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of the tenancy of such tenant; (iii) acknowledges that the Borrower has relied on the statements made by such tenant in the Income Certification and supporting information supplied by the Low Income Tenant in determining qualification for occupancy of a Low Income Unit, and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease or rental agreement; and (iv) agrees that the tenant's income is subject to annual certification in accordance with Section 4(c) and that if upon any such certification the aggregate Gross Income of tenants in such unit exceeds the applicable income limit under Section 4(b), the unit occupied by such tenant may cease to qualify as a Low Income Unit and such unit's rent may be subject to increase.

For purposes of this Section 4, no unit occupied by a residential manager shall be treated as a rental unit during the time of such occupation.

Section 5. Tax-Exempt Status of the Bonds. The Borrower and the Issuer, as applicable, each hereby represents, warrants and agrees as follows:

(a) The Borrower and the Issuer will not knowingly take or permit, or omit to take or cause to be taken, as is appropriate, any action that would adversely affect the Tax-Exempt nature of the interest on the Bonds and, if either of them should take or permit, or omit to take or cause to be taken, any such action, it will take all lawful actions necessary to rescind or correct such actions or omissions promptly upon obtaining knowledge thereof.

(b) The Borrower and the Issuer will file of record such documents and take such other steps as are necessary, in the written opinion of Bond Counsel filed with the Issuer (with a copy to the Borrower), in order to insure that the requirements and restrictions of

this Regulatory Agreement will be binding upon all owners of the Project, and the requirements and restrictions of the Other Regulatory Agreement will be binding upon all owners of the Other Project, including, but not limited to, the execution and recordation of this Regulatory Agreement in the real property records of the County.

Section 6. Requirements of the Act. In addition to the other requirements set forth herein, the Borrower hereby agrees that it shall comply with each of the requirements of the Act, including the following:

(a) As provided in Section 52080(a)(1)(A) of the Act, twenty percent (20%) or more of the completed residential units in the Project shall be occupied by, or held vacant and available for occupancy by, individuals whose income is 50 percent or less of area median income, within the meaning of Section 52080(a)(1)(A) of the Act (it being acknowledged that units required to be set aside for Low Income Tenants pursuant to Section 4(a) may be counted for purposes of satisfying the requirements of this Section 6(a) if the related Low Income Tenants otherwise satisfy the requirements of this Section 6(a)).

(b) The rental payments paid by the occupants of the units described in paragraph (a) of this Section (excluding any supplemental rental assistance from the state, the federal government, or any other public agency to those occupants or on behalf of those units) shall not exceed thirty percent of fifty percent of area median income.

(c) The Borrower shall accept as tenants, on the same basis as all other prospective tenants, Low Income Tenants who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing program under Section 8 of the Housing Law. The selection criteria applied to certificate holders under Section 8 of the Housing Law shall not be more burdensome than the criteria applied to all other prospective tenants.

(d) The Borrower shall ensure that units occupied as required by paragraph (a) of this Section are of comparable quality and offer a range of sizes and number of bedrooms comparable to those units which are available to other tenants.

(e) As provided in Section 52080(e) of the Act, the Project may be syndicated after prior written approval of the Issuer. The Issuer shall grant that approval only after it determines that the terms and conditions of the syndication (1) shall not reduce or limit any of the requirements of the Act or regulations adopted or documents executed pursuant to the Act, (2) shall not cause any of the requirements in this Agreement to be subordinated to the syndication agreement, or (3) shall not result in the provision of fewer assisted units, or the reduction of any benefits or services, than were in existence prior to the syndication agreement. The Issuer hereby acknowledges that this Section 6(e) does not apply to any syndication of federal tax credits for the Project.

(f) Following the expiration or termination of the Qualified Project Period, except in the event of foreclosure and redemption of the Bonds, deed in lieu of foreclosure, eminent domain, or action of a federal agency preventing enforcement, units required to be reserved for occupancy pursuant to Section 6(a) shall remain available to any eligible household occupying a reserved unit at the date of such expiration or termination, at a rent not greater than the amount required by Section 6(b), until the earliest of any of the following occur:

(1) The household's income exceeds 140 percent of the maximum eligible income specified in Section 6(a).

(2) The household voluntarily moves or is evicted for "good cause." "Good cause" for the purposes of this section means the nonpayment of rent or allegation of facts necessary to prove major, or repeated minor, violations of material provisions of the occupancy agreement which detrimentally affect the health, safety, occupancy or quiet enjoyment of other persons or the structure, the fiscal integrity of the Project or the purposes or special programs of the Project.

(3) Thirty years after the date of commencement of the Qualified Project Period.

(4) The Borrower pays the relocation assistance and benefits to tenants as provided in subdivision (b) of Section 7264 of the California Government Code.

(g) Except in the event of foreclosure and redemption of the Bonds, deed in lieu of foreclosure, eminent domain, or action of a federal agency preventing enforcement, during the three years prior to expiration of the Qualified Project Period, the Borrower shall continue to make available to eligible households reserved units that have been vacated to the same extent that nonreserved units are made available to noneligible households.

(h) This Section shall not be construed to require the Issuer to monitor the Borrower's compliance with the provisions of paragraph (f), or that the Issuer shall have any liability whatsoever in the event of the failure by the Borrower to comply with any of the provisions of this Agreement.

(i) The covenants and conditions of this Regulatory Agreement shall be binding upon successors in interest of the Borrower.

(j) This Regulatory Agreement shall be recorded in the office of the county recorder of the County, and shall be recorded in the grantor-grantee index to the names of the Borrower as grantor and to the name of the Issuer as grantee.

Section 7. Requirements of the Issuer. In addition to other requirements set forth herein and to the extent not prohibited by the requirements set forth in Sections 4 through 6 hereof, the Borrower hereby agrees to comply with each of the requirements of the Issuer set forth in this Section 7, as follows:

(a) All tenant lists, applications and waiting lists relating to the Project shall at all times be kept separate and identifiable from any other business of the Borrower and shall be maintained as required by the Issuer, in a reasonable condition for proper audit and subject to examination upon reasonable notice (which need not be in excess of three Business Days, as defined in the Indenture) and during business hours by representatives of the Issuer.

(b) The Borrower shall not discriminate on the basis of race, creed, color, religion, sex, sexual orientation, marital status, national origin, source of income (e.g. AFDC and SSI), ancestry or handicap in the lease, use or occupancy of the Project (except as

required to comply with Section 3(e)(iii), (iv) or (v)), or in connection with the employment or application for employment of persons for the construction, operation, or management of the Project.

(c) The Borrower shall not, at initial occupancy, permit occupancy in any unit in the Project by more than (i) two persons per bedroom in the unit, plus (ii) one person; and the Borrower shall at all times offer for rent the largest unit then available for the applicable household size (being one bedroom units for 2-3 person households, and two bedroom units for 4-5 person households). The foregoing, however, shall not apply to one unit in the Project occupied by a resident manager or managers.

(d) The Borrower shall pay directly to the Issuer (i) on the Closing Date the Issuer Issuance Fee and the Issuer Annual Fee for the period from the Closing Date to but not including November 1, 2019, and (ii) on each November 1, on and after November 1, 2019, the Issuer Annual Fee; without in either case any requirement for notice or billing of the amount due. In addition, the Borrower shall pay to the Issuer promptly following receipt of an invoice that reasonably identifies the relevant expenses and the amounts thereof, any out of pocket expenses incurred by the Issuer in connection with the Bonds, the Indenture, this Regulatory Agreement or the Loan Agreement, including but not limited to any costs related to the FOCUS Program.

(e) The rent limits set forth in Sections 6(b) and 6(f) shall apply to all Low Income Units. In addition, the rental payments paid by Low Income Tenants for the Low Income Units shall not exceed Affordable Rents.

(f) The Borrower will accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the Act, or its successor. The Borrower shall not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective tenants, nor shall the Borrower apply or permit the application of management policies or lease provisions with respect to the Project which have the effect of precluding occupancy of units by such prospective tenants.

(g) The Borrower shall submit to the Issuer: (i) rent rolls and other information required by the FOCUS Program on a quarterly basis, and (ii) within fifteen (15) days after receipt of a written request, any other information or completed forms requested by the Issuer in order to comply with reporting requirements of the Internal Revenue Service or the State.

(h) The Borrower shall indemnify the Issuer as provided in Section 9 hereof and Section 5.19 of the Loan Agreement.

(i) The Issuer may, at its option and at its expense, at any time appoint an Administrator to administer this Agreement or any provision hereof and to monitor performance by the Borrower of all or of any of the terms, provisions and requirements hereof. Following any such appointment, the Borrower shall comply with any request by the Issuer to deliver to such Administrator, in addition to or instead of the Issuer, any reports, notices or other documents required to be delivered pursuant hereto, and to

make the Project and the books and records with respect thereto available for inspection by such administrator as an agent of the Issuer.

(j) The Borrower shall submit its written management policies with respect to the Project, if any, to the Issuer for its review, and shall amend such policies in any way necessary to insure that such policies comply with the provisions of this Regulatory Agreement and the requirements of the existing program under Section 8 of the Housing Law, or its successors. The Borrower shall not promulgate management policies which conflict with the provisions of the addendum to the form of lease for the Project prepared by the Housing Authority of Contra Costa County, and shall attach such addendum to leases for tenants which are holders of Section 8 certificates.

(k) The Borrower shall screen and select tenants for desirability and creditworthiness at its discretion; provided, however, that the Borrower shall consider a prospective tenant's rent history for at least the one year period prior to application as evidence of the tenant's ability to pay the applicable rent.

(l) At least six months prior to the expiration of the Qualified Project Period the Borrower shall provide by first-class mail, postage prepaid, a notice to all tenants in the Low Income Units containing (i) the anticipated date of the expiration of the Qualified Project Period, (ii) any anticipated rent increase upon the expiration of the Qualified Project Period, (iii) a statement that a copy of such notice will be sent to the Issuer, and (iv) a statement that a public hearing may be held by the Issuer on the issue and that the tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. The Borrower shall also file a copy of the above-described notice with the Community Development Bond Program Manager of the Department of Conservation and Development of the Issuer.

(m) Notwithstanding Section 1461 of the Civil Code, the provisions of this Section shall run with land and may be enforced either in law or in equity by any resident, local agency, entity, or by any other person adversely affected by the Borrower's failure to comply with the provisions of this Section.

(n) The Borrower shall not participate in any refunding of the Bonds or the Loan by means of the issuance of bonds or other obligations by any governmental body other than the Issuer.

(o) Each of the requirements of Sections 3, 4 and 6 hereof is hereby incorporated as a specific requirement of the Issuer, whether or not required by California or federal law.

(p) The requirements of Section 7 shall be in effect for the Compliance Period.

Any of the foregoing requirements of the Issuer contained in this Section 7 may be expressly waived by the Issuer in writing, but (i) no waiver by the Issuer of any requirement of this Section 7 shall, or shall be deemed to, extend to or affect any other provision of this Regulatory Agreement except to the extent the Issuer has received an opinion of Bond Counsel that any such provision is not required by the Act and may be waived without adversely affecting the exclusion from gross income of interest on the Bonds for federal income tax

purposes; and (ii) any requirement of this Section 7 shall be void and of no force and effect if the Issuer and the Borrower receive a written opinion of Bond Counsel to the effect that compliance with any such requirement would cause interest on the Bonds to cease to be Tax-Exempt or to the effect that compliance with such requirement would be in conflict with the Act or any other State or federal law.

Section 8. Modification of Covenants. The Borrower and the Issuer hereby agree as follows:

(a) To the extent any amendments to the Act, the Regulations or the Code shall, in the written opinion of Bond Counsel filed with the Issuer, the Bondowner Representative and the Borrower, retroactively impose requirements upon the ownership or operation of the Project or of the Other Project more restrictive than those imposed by this Regulatory Agreement, and if such requirements are applicable to the Project and compliance therewith is necessary to maintain the validity of, or the Tax-Exempt status of interest on the Bonds, this Regulatory Agreement shall be deemed to be automatically amended to impose such additional or more restrictive requirements.

(b) To the extent that the Act, the Regulations or the Code, or any amendments thereto, shall, in the written opinion of Bond Counsel filed with the Issuer, the Bondowner Representative and the Borrower, impose requirements upon the ownership or operation of the Project or of the Other Project less restrictive than imposed by this Regulatory Agreement, this Regulatory Agreement may be amended or modified to provide such less restrictive requirements but only by written amendment signed by the Issuer, at its sole discretion, and the Borrower, and with the prior written consent of the Bondowner Representative, and only upon receipt by the Issuer of the written opinion of Bond Counsel to the effect that such amendment will not affect the Tax-Exempt status of interest on the Bonds or violate the requirements of the Act, and otherwise in accordance with Section 22 hereof.

(c) The Borrower and the Issuer shall execute, deliver and, if applicable, file of record any and all documents and instruments necessary to effectuate the intent of this Section 8, and each of the Borrower and the Issuer hereby appoints the Bondowner Representative as its true and lawful attorney-in-fact to execute, deliver and, if applicable, file of record on behalf of the Borrower or the Issuer, as is applicable, any such document or instrument (in such form as may be approved in writing by Bond Counsel) if either the Borrower or the Issuer defaults in the performance of its obligations under this subsection (c); provided, however, that unless directed in writing by the Issuer or the Borrower, the Bondowner Representative shall take no action under this subsection without first notifying the Borrower or the Issuer, or both of them, as is applicable, in writing and without first providing the Borrower or the Issuer, or both, as is applicable, an opportunity to comply with the requirements of this Section 8. Nothing in this subsection (c) shall be construed to allow the Bondowner Representative to execute an amendment to this Regulatory Agreement on behalf of the Issuer or the Borrower.

Notwithstanding any other provision of this Regulatory Agreement, whenever an opinion of counsel is required or requested to be delivered hereunder after the Closing Date, the Bondowner Representative, the Issuer and the Borrower shall accept (unless otherwise directed in writing by the Issuer) an opinion of counsel in such form and with such disclaimers as may be required so that such opinion will not be treated as a "covered opinion" for purposes of the Treasury Department regulations governing practice before the Internal Revenue Service (Circular 230), 31 CFR Part 10.

Section 9. Indemnification; Other Payments. To the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Issuer, the Bondowner Representative and each of their respective past, present and future officers, Supervisors, directors, officials, employees, attorneys and agents (collectively, the "Indemnified Parties"), against any and all losses, damages, claims, actions, liabilities, costs and expenses of any conceivable nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject under or any statutory law (including federal or state securities laws) or at common law or otherwise, arising out of or based upon or in any way relating to:

(i) the Bonds, the Indenture, the Loan Agreement, this Regulatory Agreement, the Other Regulatory Agreement, the Assignment Agreement, the Supplemental Agreement or the Tax Certificate and all documents related thereto, or the execution or amendment hereof or thereof or in connection with transactions contemplated hereby or thereby, including the issuance, sale, resale or remarketing of the Bonds;

(ii) any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Loan, the Project or the Other Project, the acquisition, rehabilitation or operation of the Project or the Other Project, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, installation and rehabilitation of, the Project or the Other Project or any part thereof;

(iii) any lien or charge upon payments by the Borrower to the Issuer and the Bondowner Representative hereunder, under the Other Regulatory Agreement or under the Loan Agreement or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Issuer in respect of any portion of the Project or the Other Project;

(iv) any violation of any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Project or the Other Project or any part thereof;

(v) the defeasance and/or redemption, in whole or in part, of the Bonds;

(vi) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in any offering statement or disclosure document for the Bonds or any of the documents relating to the Bonds, or any omission or alleged omission from any offering statement or disclosure document for the Loan of any material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(vii) any declaration of taxability of interest on the Bonds, or allegations (or regulatory inquiry) that interest on the Bonds is taxable for federal tax purposes;

except to the extent such damages are caused by the willful misconduct of such Indemnified Party. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party, and shall assume the payment of all

expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Borrower shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Borrower if in the judgment of such Indemnified Party a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the action (or inaction) of counsel. In addition to the foregoing, the Borrower shall pay upon demand all of the fees and expenses paid or incurred by the Issuer in enforcing the provisions hereof.

In addition thereto, the Borrower will pay upon demand all of the fees and expenses paid or incurred by the Issuer in enforcing the provisions hereof.

The provisions of this Section 9 shall survive the final payment or defeasance of the Bonds and the termination of this Regulatory Agreement; provided, however, the provisions of this Section shall, in the case of the Issuer, survive the term of this Regulatory Agreement, but only as to claims arising from events occurring during the term of this Regulatory Agreement.

Nothing contained in this Section 9 shall cause the obligation of the Borrower to pay principal and interest on the Loan or amounts owing with respect to the Note to be a recourse obligation of the Borrower.

The obligations of the Borrower under this Section are independent of any other contractual obligation of the Borrower to provide indemnity to the Issuer or the Bondowner Representative or otherwise, and the obligation of the Borrower to provide indemnity hereunder shall not be interpreted, construed or limited in light of any other separate indemnification obligation of the Borrower. The Issuer and the Bondowner Representative shall be entitled simultaneously to seek indemnity under this Section and any other provision under which it is entitled to indemnity.

Section 10. Consideration. The Issuer has agreed to issue the Bonds to provide funds to lend to the Borrower to finance the Project and the Other Project, all for the purpose, among others, of inducing the Borrower to acquire, rehabilitate, develop and operate the Project and the Other Project. In consideration of the issuance of the Bonds by the Issuer, the Borrower has entered into this Regulatory Agreement and the Other Regulatory Agreement and has agreed to restrict the uses to which this Project and the Other Project can be put on the terms and conditions set forth herein and therein.

Section 11. Reliance. The Issuer and the Borrower hereby recognize and agree that the representations and covenants set forth herein and in the Other Regulatory Agreement may be relied upon by all persons, including but not limited to the Administrator and the Bondowner Representative, interested in the legality and validity of the Bonds, in the exemption from California personal income taxation of interest on the Bonds and in the Tax-Exempt status of the interest on the Bonds. In performing their duties and obligations hereunder, the Issuer and the Administrator may rely upon statements and certificates of the Low Income Tenants, and upon audits of the books and records of the Borrower pertaining to the Project and the Other Project. In addition, the Issuer may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Issuer hereunder in good faith and in conformity with such opinion. In determining whether any default or lack of compliance by the Borrower exists under this Regulatory Agreement, the Issuer shall not be required to conduct any investigation into or review of the operations or

records of the Borrower and may rely solely on any written notice or certificate delivered to the Issuer by the Borrower with respect to the occurrence or absence of a default.

Section 12. Transfer of the Project. For the Compliance Period, the Borrower shall not Transfer the Project, in whole or in part, without the prior written consent of the Issuer, which consent shall not be unreasonably withheld or delayed if the following conditions are satisfied: (A) the receipt by the Issuer of evidence acceptable to the Issuer that (1) the Borrower shall not be in default hereunder, under the Other Regulatory Agreement or under any of the other Loan Documents in effect, or the transferee undertakes to cure any defaults of the Borrower to the reasonable satisfaction of the Issuer; (2) the continued operation of the Project shall comply with the provisions of this Regulatory Agreement; (3) either (a) the transferee or its Manager has at least three years' experience in the ownership, operation and management of similar size rental housing projects, and at least one year's experience in the ownership, operation and management of rental housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other state or federal laws or regulations or local governmental requirements applicable to such projects, or (b) the transferee agrees to retain a Manager with the experience and record described in subclause (a) above, or (c) the transferring Borrower or its management company will continue to manage the Project, or another management company reasonably acceptable to the Issuer will manage, for at least one year following such Transfer and, if applicable, during such period the transferring Borrower or its management company will provide training to the transferee and its manager in the responsibilities relating to the Low Income Units; and (4) the person or entity that is to acquire the Project does not have pending against it, and does not have a history of significant and material building code violations or complaints concerning the maintenance, upkeep, operation, and regulatory agreement compliance of any of its projects as identified by any local, state or federal regulatory agencies; (B) the execution by the transferee of a document reasonably acceptable to the Issuer with respect to the assumption of the Borrower's obligations under this Regulatory Agreement and the other Loan Documents in effect, including without limitation an instrument of assumption hereof and thereof, and delivery to the Issuer of an opinion of such transferee's counsel to the effect that each such document and this Regulatory Agreement are valid, binding and enforceable obligations of such transferee, subject to bankruptcy and other standard limitations affecting creditor's rights; (C) receipt by the Issuer of an opinion of Bond Counsel to the effect that any such Transfer will not adversely affect the Tax-Exempt status of interest on the Bonds; (D) receipt by the Issuer of all fees and/or expenses then currently due and payable to the Issuer by the Borrower; (E) receipt by the Issuer of evidence of satisfaction of compliance with the provisions of Section 29(d)(i) related to notice to CDLAC of transfer of the Project; (F) the Other Project shall be transferred coterminously with the transfer of the Project, to the same transferee; and (G) such other conditions are met as the Issuer may reasonably impose.

It is hereby expressly stipulated and agreed that any Transfer of the Project in violation of this Section 12 shall be null, void and without effect, shall cause a reversion of title to the Borrower, and shall be ineffective to relieve the Borrower of its obligations under this Regulatory Agreement. The written consent of the Issuer to any Transfer of the Project shall constitute conclusive evidence that the Transfer is not in violation of this Section 12. Nothing in this Section shall affect any provision of any other document or instrument between the Borrower and any other party which requires the Borrower to satisfy certain conditions or obtain the prior written consent of such other party in order to Transfer the Project. Upon any Transfer that complies with this Regulatory Agreement, the Borrower shall be fully released from its obligations hereunder, but only to the extent such obligations have been fully assumed in writing by the transferee of the Project.

The foregoing notwithstanding, the Project may be transferred pursuant to a foreclosure, exercise of power of sale or deed in lieu of foreclosure or comparable conversion under the Deed of Trust without the consent of the Issuer or compliance with the provisions of this Section 12. The Issuer hereby approves the transfer of limited partnership interests in the Borrower to affiliates of the investor limited partner of the Borrower, including, without limitation, the transfer of partnership interests in the Borrower from the investor limited partner and non-managing membership interests in the limited partner of Borrower.

For the Compliance Period, the Borrower shall not: (1) encumber any of the Project or grant commercial leases of any part thereof, or permit the conveyance, transfer or encumbrance of any part of the Project, except for (A) encumbrances permitted under the Deed of Trust, or (B) a Transfer in accordance with the terms of this Regulatory Agreement, in each case upon receipt by the Issuer of an opinion of Bond Counsel to the effect that such action will not adversely affect the Tax-Exempt status of interest on the Bonds (provided that such opinion will not be required with respect to any encumbrance, lease or transfer relating to a commercial operation or ancillary facility that will be available for tenant use and is customary to the operation of multifamily housing developments similar to the Project); (2) demolish any part of the Project or substantially subtract from any real or personal property of the Project, except to the extent that what is demolished or removed is replaced with comparable property or such demolition or removal is otherwise permitted by the Loan Agreement or the Deed of Trust; or (3) permit the use of the dwelling accommodations of the Project for any purpose except rental residences.

Section 13. Term. This Regulatory Agreement and all and several of the terms hereof shall become effective upon its execution and delivery, and shall remain in full force and effect for the period provided herein and shall terminate as to any provision not otherwise provided with a specific termination date and shall terminate in its entirety at the end of the Compliance Period, it being expressly agreed and understood that the provisions hereof are intended to survive the retirement of the Bonds and discharge of the Loan Agreement.

The terms of this Regulatory Agreement to the contrary notwithstanding, the requirements of this Regulatory Agreement shall terminate and be of no further force and effect in the event of involuntary noncompliance with the provisions of this Regulatory Agreement caused by fire or other casualty, seizure, requisition, foreclosure or transfer of title by deed in lieu of foreclosure, change in a federal law or an action of a federal agency after the Closing Date, which prevents the Issuer from enforcing such provisions, or condemnation or a similar event, but only if, within a reasonable period, either the Loan is repaid or amounts received as a consequence of such event are used to provide a project that meets the requirements hereof; provided, however, that the preceding provisions of this sentence shall cease to apply and the restrictions contained herein shall be reinstated if, at any time subsequent to the termination of such provisions as the result of the foreclosure or the delivery of a deed in lieu of foreclosure or a similar event, the Borrower or any related person (within the meaning of Section 1.103-10(e) of the Regulations) obtains an ownership interest in the Project for federal income tax purposes. The Borrower hereby agrees that, following any foreclosure, transfer of title by deed in lieu of foreclosure or similar event, neither the Borrower nor any such related person as described above will obtain an ownership interest in the Project for federal tax purposes.

Notwithstanding any other provision of this Regulatory Agreement, this Regulatory Agreement may be terminated upon agreement by the Issuer and the Borrower, with the consent of CDLAC, upon receipt by the Issuer of an opinion of Bond Counsel to the effect that such termination will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and is otherwise permitted under the Act. Upon the termination of the terms of this Regulatory Agreement, the parties hereto agree to execute,

deliver and record appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Regulatory Agreement in accordance with its terms.

Section 14. Covenants to Run With the Land. Notwithstanding Section 1461 of the California Civil Code, the Borrower hereby subjects the Project to the covenants, reservations and restrictions set forth in this Regulatory Agreement. The Issuer and the Borrower hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Borrower's successors in title to the Project; provided, however, that on the termination of this Regulatory Agreement said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

Section 15. Burden and Benefit. The Issuer and the Borrower hereby declare their understanding and intent that the burdens of the covenants set forth herein touch and concern the land in that the Borrower's legal interest in the Project is rendered less valuable thereby. The Issuer and the Borrower hereby further declare their understanding and intent that the benefits of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by Low Income Tenants, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which the Bonds were issued.

Section 16. Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project in order to establish and carry out a common plan for the use of the site on which the Project is located.

Section 17. Default; Enforcement. If the Borrower defaults in the performance or observance of any covenant, agreement or obligation of the Borrower set forth in this Regulatory Agreement or in the Other Regulatory Agreement, and if such default remains uncured for a period of 60 days after notice thereof shall have been given by the Issuer or the Bondowner Representative (with a copy to the Issuer) to the Borrower, or for a period of 60 days from the date the Borrower should, with reasonable diligence, have discovered such default, then the Issuer shall declare an "Event of Default" to have occurred hereunder; provided, however, that if the default is of such a nature that it cannot be corrected within 60 days, such default shall not constitute an Event of Default hereunder so long as (i) the Borrower institutes corrective action within said 60 days and diligently pursues such action until the default is corrected, and (ii) in the opinion of Bond Counsel, the failure to cure said default within 60 days will not adversely affect the Tax-Exempt status of interest on the Bonds. The Issuer and the Bondowner Representative shall have the right to enforce the obligations of the Borrower under this Regulatory Agreement and under the Other Regulatory Agreement within shorter periods of time than are otherwise provided herein if necessary to insure compliance with the Act or the Code.

Following the declaration of an Event of Default hereunder, the Issuer or the Bondowner Representative, subject to the terms of the Loan Agreement, may take any one or more of the following steps, in addition to all other remedies provided by law or equity:

- (i) by mandamus or other suit, action or proceeding at law or in equity, including injunctive relief, require the Borrower to perform its obligations and

covenants hereunder or enjoin any acts or things that may be unlawful or in violation of the rights of the Issuer hereunder;

(ii) have access to and inspect, examine and make copies of all of the books and records of the Borrower pertaining to the Project and the Other Project;

(iii) take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of the Borrower hereunder; and

(iv) with the consent of the Bondowner Representative, which consent shall not be unreasonably withheld, declare a default under the Loan Agreement, as applicable, and proceed with any remedies provided therein.

The Borrower hereby agrees that specific enforcement of the Borrower's agreements contained herein is the only means by which the Issuer may fully obtain the benefits of this Regulatory Agreement made by the Borrower herein, and the Borrower therefore agrees to the imposition of the remedy of specific performance against it in the case of any Event of Default by the Borrower hereunder.

The Bondowner Representative shall have the right, in accordance with this Section and the provisions of the Loan Agreement, without the consent or approval of the Issuer, to exercise any or all of the rights or remedies of the Issuer hereunder; provided that prior to taking any such action the Bondowner Representative shall give the Issuer written notice of its intended action.

The Issuer and the Bondowner Representative hereby agree (i) that cure of any Event of Default made or tendered by any partner of the Borrower shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower, and (ii) that a copy of any notice delivered hereunder to the Borrower shall be delivered to Borrower's investor limited partner at its address set forth in the Indenture.

All reasonable fees, costs and expenses (including reasonable attorney's fees) of the Bondowner Representative and the Issuer incurred in taking any action pursuant to this Section shall be the sole responsibility of the Borrower; provided, however, that in the event that any action arises hereunder in which the Borrower and the Bondowner Representative are adversaries, the prevailing party, if any, shall be entitled to recover legal fees and costs from the other party.

Section 18. The Bondowner Representative. The Bondowner Representative shall be entitled, but shall have no duty, to act with respect to enforcement of the Borrower's performance hereunder. The Bondowner Representative, either on its own behalf or as the agent of and on behalf of the Issuer, may, in its sole discretion, act hereunder and any act required to be performed by the Issuer as herein provided shall be deemed taken if such act is performed by the Bondowner Representative. In connection with any such performance, all provisions of the Indenture and the Loan Agreement relating to the rights, privileges, powers and protections of the Bondowner Representative shall apply with equal force and effect to all actions taken (or omitted to be taken) by the Bondowner Representative in connection with this Regulatory Agreement. Neither the Bondowner Representative nor any of its officers, directors or employees shall be liable for any action taken or omitted to be taken by it hereunder or in connection herewith except for its or their own negligence or willful misconduct. The Bondowner Representative may consult with legal counsel selected by it (the reasonable fees of which counsel shall be paid by the Borrower) and any action taken or suffered by it reasonably

and in good faith in accordance with the opinion of such counsel shall be full justification and protection to it. The Bondowner Representative may at all times assume compliance with this Regulatory Agreement unless otherwise notified in writing by or on behalf of the Issuer, or unless it has actual knowledge of noncompliance.

After the date the Bonds no longer remain outstanding as provided in the Indenture, the Bondowner Representative shall have no further rights, duties or responsibilities under this Regulatory Agreement, and all references to the Bondowner Representative in this Regulatory Agreement shall be deemed references to the Issuer.

Section 19. Recording and Filing. (a) The Borrower shall cause this Regulatory Agreement, the Other Regulatory Agreement and all amendments and supplements hereto and thereto, to be recorded and filed in the real property records of the County, and in such other places as the Issuer may reasonably request. The Borrower shall pay all fees and charges incurred in connection with any such recording.

(b) The Borrower and the Issuer will file of record such other documents and take such other steps as are reasonably necessary, in the opinion of Bond Counsel, in order to insure that the requirements and restrictions of this Regulatory Agreement will be binding upon all owners of the Project.

(c) The Borrower hereby covenants to include or reference the requirements and restrictions contained in this Regulatory Agreement in any documents transferring any interest in the Project to another person to the end that such transferee has notice of, and is bound by, such restrictions, and, except in the case of a foreclosure or comparable involuntary conversion of the Deed of Trust, whereby the Bondowner Representative becomes the owner of the Project, to obtain the agreement from any transferee to abide by all requirements and restrictions of this Regulatory Agreement.

Section 20. Payment of Fees. Notwithstanding any prepayment of the Loan and discharge of the Loan Agreement, the Borrower shall continue to pay (or, to the extent allowed under the Code, shall prepay the present value at such time of) the fees of the Issuer as provided in this Section 20, unless such prepayment is made in connection with a refunding of the Bonds.

The Borrower agrees to pay to the Issuer (i) the Issuer Issuance Fee, which shall be paid on or before the Closing Date, (ii) the Issuer Annual Fee, which shall be payable commencing on the Closing Date and annually on each November 1 thereafter, and continuing throughout the Compliance Period, and (iii) within 30 days after receipt of request for payment thereof, all reasonable out-of-pocket expenses of the Issuer (not including salaries and wages of Issuer employees) related to the Bonds, the Loan, and the Projects and the financing thereof, including, without limitation, legal fees and expenses incurred in connection with the interpretation, performance, enforcement or amendment of any documents relating to the Projects, the Bonds, the Loan or any of the Loan Documents. Only one Issuer Issuance Fee and only one Issuer Annual Fee shall be payable with respect to the Project and the Other Project.

In the event that the Qualified Project Period terminates prior to the termination of the Compliance Period (other than by reason of the issuance of refunding bonds), and provided that the conditions of this Section are satisfied, the Borrower shall thereafter and for the remainder of the Compliance Period pay to the Issuer annually in advance an amount equal to \$5,000. The full Issuer Annual Fee shall continue to be payable unless and until the Issuer has confirmed receipt of all amounts then due and payable in arrears by the Borrower to the Issuer in connection with the Loan, at which point the Issuer Annual Fee shall become effective.

If the Borrower fails to make payment of the Issuer Annual Fee for a period of two consecutive years or more, the Issuer may, in its sole discretion, declare the total amount of the Issuer Annual Fee through the end of the Compliance Period immediately due and payable, such amount to be discounted at a rate equal to the then current market rate for U.S. Treasury obligations of a maturity equal to the remaining term of the Compliance Period.

Section 21. Governing Law; Venue. This Regulatory Agreement shall be construed in accordance with and governed by the laws of the State of California applicable to contracts made and performed in the State of California. This Regulatory Agreement shall be enforceable in the State of California, and any action arising hereunder shall (unless waived by the Issuer in writing) be filed and maintained in the Superior Court of California, County of Contra Costa.

Section 22. Amendments; Waivers. (a) Except as provided in Section 8(a) and 29(e) hereof, this Regulatory Agreement may be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the County, and only upon (i) receipt by the Issuer of an opinion from Bond Counsel that such amendment will not adversely affect the Tax-Exempt status of interest on the Bonds and is not contrary to the provisions of the Act and (ii) the written consent of the Bondowner Representative, who shall receive a copy of any such amendment.

(b) Anything to the contrary contained herein notwithstanding, the Issuer and the Borrower hereby agree to amend this Regulatory Agreement to the extent required, in the opinion of Bond Counsel, in order that interest on the Bonds remains Tax-Exempt. The parties requesting such amendment shall notify the other parties to this Regulatory Agreement of the proposed amendment, with a copy of such proposed amendment to Bond Counsel and a request that Bond Counsel render to the Issuer an opinion as to the effect of such proposed amendment upon the Tax-Exempt status of interest on the Bonds. This provision shall not be subject to any provision of any other agreement requiring any party hereto to obtain the consent of any other person in order to amend this Regulatory Agreement.

(c) Any waiver of, or consent to, any condition under this Regulatory Agreement must be expressly made in writing.

Section 23. Notices. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, overnight delivery, certified or registered mail, postage prepaid, return receipt requested, or by telecopy, in each case at the respective addresses specified in the Indenture, or at such other addresses as may be specified in writing by the parties hereto. Unless otherwise specified by the Administrator, the address of the Administrator is the same as the address of the Issuer.

Unless otherwise specified by CDLAC, the address of CDLAC is:

California Debt Limit Allocation Committee
915 Capitol Mall, Room 311
Sacramento, CA 95814
Attention: Executive Director

The Issuer, the Administrator, CDLAC and the Borrower may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Notice shall be deemed given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission; provided that any telecopy or other electronic transmission received by any party after 4:00

p.m., local time of the receiving party, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day. A copy of each notice of default provided to the Borrower hereunder shall also be provided to the Bondowner Representative at its addresses set forth in the Indenture.

The Borrower shall notify the Issuer and the Administrator in writing of any change to the name of the Project or any change of name or address for the Borrower or the Manager. The Borrower shall further notify CDLAC in writing of any event provided in Section 29(d) hereof.

Section 24. Severability. If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 25. Multiple Counterparts. This Regulatory Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 26. Limitation on Liability. Notwithstanding the foregoing or any other provision or obligation to the contrary contained in this Regulatory Agreement, (i) the liability of the Borrower under this Regulatory Agreement to any person or entity, including, but not limited to, the Bondowner Representative or the Issuer and their successors and assigns, is limited to the Borrower's interest in the Project and the amounts held in the funds and accounts created under the Loan Agreement and the Indenture, or any rights of the Borrower under any guarantees relating to the Projects, and such persons and entities shall look exclusively thereto, or to such other security as may from time to time be given for the payment of obligations arising out of this Regulatory Agreement or any other agreement securing the obligations of the Borrower under this Regulatory Agreement; and (ii) from and after the date of this Regulatory Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Regulatory Agreement, any agreement pertaining to the Project, the Other Project or any other agreement securing the Borrower's obligations under this Regulatory Agreement), shall be rendered against the Borrower, the assets of the Borrower (other than the Borrower's interest in the Project and the Other Project, this Regulatory Agreement, amounts held in the funds and accounts created under the Loan Agreement, any rights of the Borrower under the Loan Agreement or any other documents relating to the Loan or any rights of the Borrower under any guarantees relating to the Project and the Other Project), its partners, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal representatives, as the case may be, in any action or proceeding arising out of this Regulatory Agreement and the Loan Agreement or any agreement securing the obligations of the Borrower under this Regulatory Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding, except to the extent provided in the Loan Agreement.

Section 27. Third-Party Beneficiaries. The City, the Bondowner Representative and CDLAC are intended to be and shall each be a third-party beneficiary of this Regulatory Agreement. The City shall have the right (but not the obligation) to enforce, separately or jointly with the Issuer and/or the Bondowner Representative, the terms of this Regulatory Agreement and to pursue an action for specific performance or other available remedy at law or in equity in accordance with Section 17 hereof. CDLAC shall have the right (but not the obligation) to enforce the CDLAC Conditions and to pursue an action for specific performance or other available remedy at law or in equity in accordance with Section 17 hereof, provided that any such action or remedy shall not materially adversely affect the interests and rights of the owners of the Bonds.

Section 28. Property Management. The Borrower agrees that at all times the Project shall be managed by a property manager (i) approved by the Issuer in its reasonable discretion and (ii) who has at least three years' experience in the ownership, operation and management of similar size rental housing projects, and at least one year's experience in the ownership, operation and management of rental housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other state or federal laws or regulations or local governmental requirements applicable to such projects (the "Manager"). The Borrower shall submit to the Issuer from time to time such information about the background, experience and financial condition of any existing or proposed Manager as the Issuer may reasonably require to determine whether such Manager meets the requirements for a Manager set forth herein. The Issuer reserves the right to conduct periodic reviews of the management practices and of the Manager to determine if the Project is being operated and managed in accordance with the requirements and standards of this Agreement. The Borrower agrees to cooperate with the Issuer in such reviews.

If the Issuer determines in its reasonable judgment that the Project is not being operated and managed in accordance with one or more of the material requirements or standards of this Agreement, the Issuer may deliver notice to the Borrower and the Bondowner Representative requesting replacement of the Manager, which notice shall state clearly the reasons for such request. The Borrower agrees that, upon receipt of such notice, it shall within 60 days submit to the Issuer, with a copy to the Bondowner Representative, a proposal to engage a new Manager meeting the requirements of this Section 28. Each of the Issuer and the Bondowner Representative shall respond within 30 days to such proposal or such approval shall be deemed given. Upon receipt of such consent or deemed consent, the Borrower shall within 60 days terminate the existing Manager's engagement and engage the new Manager. If such proposal is denied by either the Issuer or the Bondowner Representative, the Borrower agrees that upon receipt of notice of such denial, it shall within 60 days submit to the Issuer, with copies to the Bondowner Representative, a proposal to engage another new Manager meeting the requirements of this Section 28, subject to the Issuer's and Bondowner Representative's consent or deemed consent pursuant to the terms hereof.

Notwithstanding any other provision of this Section 28 to the contrary, the Bondowner Representative may at any time by written instruction to the Issuer and the Borrower deny the Issuer's request for a replacement Manager and direct that the existing Manager be retained.

Section 29. Requirements of CDLAC. In addition to other requirements set forth herein and to the extent not prohibited by the requirements set forth in Sections 4 through 6 hereof, the Borrower hereby agrees to comply with each of the requirements of CDLAC set forth in this Section 29, as follows:

(a) The Borrower shall comply with the CDLAC Resolutions attached hereto as Exhibit E and Exhibit F and the CDLAC Conditions set forth in Exhibits A thereto (collectively, the "CDLAC Conditions"), which conditions are incorporated herein by reference and made a part hereof. The Borrower will prepare and submit to the Issuer, not later than February 1 of each year, until the rehabilitation of Project and the Other Project is completed, and on February 1 every three years thereafter until the end of the Compliance Period, a Certificate of Compliance 11 for Qualified Residential Rental Projects, in substantially the form required or otherwise provided by CDLAC from time to time, executed by an authorized representative of the Borrower. Such Certificate of Compliance 11 for Qualified Residential Rental Projects shall be prepared pursuant to the terms of the CDLAC Conditions. Additionally, the Borrower will prepare and submit to the Issuer, a Certificate of Completion, in substantially the form required or otherwise provided by CDLAC, executed by an authorized representative of

the Borrower certifying among other things to the substantial completion of the Project and the Other Project. Compliance with the terms of the CDLAC Conditions not contained within this Regulatory Agreement, but referred to in the CDLAC Conditions are the responsibility of the Borrower to report to the Issuer.

(b) The Borrower acknowledges that the Issuer and the Administrator will monitor or cause to be monitored the Borrower's compliance with the terms of the CDLAC Conditions. The Borrower acknowledges that the Issuer will prepare and submit to CDLAC, not later than March 1 of each year until the rehabilitation of the Projects has been completed, and on March 1 of every three years thereafter until the end of the Compliance Period, a Self-Certification Certificate in the form provided by CDLAC. The Borrower will cooperate fully with the Issuer in connection with such monitoring and reporting requirements.

(c) Except as otherwise provided in Section 13 of this Regulatory Agreement, this Regulatory Agreement shall terminate on the date 55 years after the date on which at least fifty percent (50%) of the units in the Project are first occupied or the commencement of the Qualified Project Period, whichever is earlier.

(d) The Borrower shall notify CDLAC in writing of: (i) any change in ownership of the Project, (ii) any change in the issuer of the Bonds, (iii) any change in the name of the Project or the Manager; (iv) any material default under the Indenture, the Loan Agreement, the Other Regulatory Agreement or this Regulatory Agreement, including, but not limited to, such defaults associated with the Tax-Exempt status of the Bonds, and the income and rental requirements as provided in Sections 4 and 6 hereof and the CDLAC Conditions; or (v) termination of this Regulatory Agreement.

(e) CDLAC shall have the right, but not the obligation, to deliver revised CDLAC Conditions to the Borrower after the Closing Date at any time that are not more restrictive than the original CDLAC Conditions; provided however, that, with the prior written consent of the Bondowner Representative, which will not be unreasonably withheld: (i) any changes in the terms and conditions of such revised CDLAC Conditions prior to the recordation against the Project in the real property records of the County of a regulatory agreement between the Borrower and the California Tax Credit Allocation Committee ("TCAC Regulatory Agreement") shall be limited to such changes as are necessary to correct any factual errors or to otherwise conform the CDLAC Conditions to any change in facts or circumstances applicable to the Borrower or the Project; and (ii) after recordation of the TCAC Regulatory Agreement, any changes in the terms and conditions of such revised CDLAC Conditions shall be limited to such changes as are necessary to conform Items 1, 6, 7, 10, 11, 12, 14, 15, 16, 18 through 26 and 37 of Exhibits A to the CDLAC Resolutions to any change in terms and conditions requested by the Borrower and approved by CDLAC. The Borrower shall record or cause to be recorded in the real property records of the County an amendment to this Regulatory Agreement containing such revised CDLAC Conditions, executed by the parties hereto or their successor in title and pay any expenses in connection therewith. The Borrower shall provide CDLAC with a copy of that recorded amendment reflecting the revised CDLAC Conditions.

Any of the foregoing requirements of the CDLAC contained in this Section 29 may be expressly waived by CDLAC, in its sole discretion, in writing, but (i) no waiver by CDLAC of any requirement of this Section 29 shall, or shall be deemed to, extend to or affect any other provision of this Regulatory Agreement except to the extent the Issuer has received an opinion of Bond Counsel that any such provision is not required by the Act or the Code and may be

waived without adversely affecting the exclusion from gross income of interest on the Bonds for federal income tax purposes; and (ii) any requirement of this Section 29 shall be void and of no force and effect if the Issuer and the Borrower receive a written opinion of Bond Counsel to the effect that compliance with any such requirement would cause interest on the Bonds to cease to be Tax-Exempt or to the effect that compliance with such requirement would be in conflict with the Act, the Code or any other state or federal law.

Section 30. Limited Liability of Issuer. All obligations of the Issuer incurred under this Regulatory Agreement shall be limited obligations, payable solely and only from Bond proceeds and other amounts derived by the Issuer from the Loan or otherwise under the Loan Agreement.

Section 31. Conflict With Other Affordability Agreements. Notwithstanding any provision in this Regulatory Agreement to the contrary, in the event of any conflict between the provisions of this Regulatory Agreement and any other agreement that imposes affordability requirements on the Project, including those referenced in Section 3(e) hereof, the provisions providing for the most affordable units, with the most affordability, in the Project shall prevail, so long as at all times the requirements of Section 2, 3, 4, 6, 7 and 29 of this Regulatory Agreement are in any event satisfied. Notwithstanding the foregoing, a breach or default under any agreement referenced in Section 3(e) hereof shall not, in itself, constitute a breach or a default under this Regulatory Agreement.

Section 32. Annual Reporting Covenant. No later than January 31 of each calendar year (commencing January 31, 2019), the Borrower, on behalf of the Issuer, agrees to provide to the California Debt and Investment Advisory Commission, by any method approved by the California Debt and Investment Advisory Commission, with a copy to the Issuer, the annual report information required by section 8855(k)(1) of the California Government Code with respect to the Bonds. This covenant shall remain in effect until the later of the date (a) the Bonds are no longer outstanding or (b) the proceeds of the Bonds have been fully spent.

IN WITNESS WHEREOF, the Issuer and the Borrower have executed this Regulatory Agreement by duly authorized representatives, all as of the date first above written.

COUNTY OF CONTRA COSTA

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

ANTIOCH RECAP, L.P.,
a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its General Partner

By: Resources for Community Development,
a California nonprofit public benefit
corporation, its sole Member / Manager

By: _____
Daniel Sawislak,
Executive Director

03007.43:J15232

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, _____, Notary Public
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

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, _____, Notary Public
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

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

LOTS 2, 3, 5, 6, 9, 10 AND 13, MAP OF ANTIOCH BUSINESS CENTER, FILED ON JULY 14, 1947, MAP BOOK 33, PAGE 33, CONTRA COSTA COUNTY RECORDS.

PARCEL TWO:

PORTION OF CESA LANE (VACATED) AS SHOWN ON THE MAP OF ANTIOCH BUSINESS CENTER, FILED JULY 14, 1947, MAP BOOK 33, PAGE 33, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF CESA LANE AS SHOWN AS SAID MAP (33 M 33) DISTANT THEREON SOUTH 0° 02' EAST, 12 ½ FEET FROM THE SOUTHWEST CORNER OF LOT 2 AS SHOWN ON SAID MAP (33 M 33), THENCE FROM SAID POINT OF BEGINNING EAST PARALLEL WITH THE SOUTH LINE OF LOTS 2, 3, 5, 6, 9, 10 AND 13, AS SHOWN ON SAID MAP (33 M 33) TO THE DIRECT NORTHERLY EXTENSION OF THE EAST LINE OF LOT B AS SHOWN ON SAID MAP (33 M 33); THENCE NORTH ALONG SAID EXTENSION 12 ½ FEET TO THE SOUTH LINE OF SAID LOT 13; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 13 AND ALONG THE SOUTH LINE OF SAID LOTS 10, 9, 6, 5, 3 AND 2, 319.70 FEET TO THE WEST LINE OF SAID CESA LANE; THENCE SOUTH 0° 02' EAST, ALONG SAID WEST LINE 12 ½ FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

LOT 4, MAP OF ANTIOCH BUSINESS CENTER, FILED JULY 14, 1947, MAP BOOK 33, PAGE 33, CONTRA COSTA COUNTY RECORDS.

PARCEL FOUR:

LOT 1, MAP OF ANTIOCH BUSINESS CENTER, FILED JULY 14, 1947, MAP BOOK 33, PAGE 33, CONTRA COSTA COUNTY RECORDS.

APN: 067-251-015-3, 067-252-011-1 AND 067-252-010-3-01

EXHIBIT B

FORM OF INCOME CERTIFICATION

TENANT INCOME CERTIFICATION

Initial Certification 1st Recertification Other:

Effective Date: Move-in Date: (YYYY-MM-DD)
--

PART I - DEVELOPMENT DATA

Property Name: Terrace Glen Apartments	County: Contra Costa	BIN #:
Address: ___ West 20th Street, Antioch, CA	Unit Number:	# Bedrooms:

PART II. HOUSEHOLD COMPOSITION

Vacant

HH Mbr #	Last Name	First Name	Middle Initial	Relationship to Head of Household	Date of Birth (YYYY/MM/DD)	F/T Student (Y or N)	Last 4 digits of Social Security #
1				HEAD			
2							
3							
4							
5							
6							
7							

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Soc. Security / Pensions	(C) Public Assistance	(D) Other Income
TOTALS	\$	\$	\$	\$

Add totals from (A) through (D), above

TOTAL INCOME (E): \$

PART IV. INCOME FROM ASSETS

Hshld Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset

TOTALS: \$

Enter Column (H) Total If over \$5000 \$ X Passbook Rate 2.00% = (J) Imputed Income \$

Enter the greater of the total of column I, or J: imputed income **TOTAL INCOME FROM ASSETS (K)** \$

(L) Total Annual Household Income from all Sources [Add (E) + (K)] \$

Effective Date of Move-in Income Certification:

Household Size at Move-in Certification:

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature

(Date)

Signature

(Date)

Signature

(Date)

Signature

(Date)

PART V. DETERMINATION OF INCOME ELIGIBILITY

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1 \$ 	Unit Meets Income Restriction at: <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> %	RECERTIFICATION ONLY: Current Income Limit x 140%: \$ _____ Household Income exceeds 140% at recertification: <input type="checkbox"/> Yes <input type="checkbox"/> No
Current Income Limit per Family Size: \$ _____		
Household Income at Move-in: \$ _____		Household Size at Move-in: _____

PART VI. RENT

Tenant Paid Rent \$ _____ Utility Allowance \$ _____	Rent Assistance: \$ _____ Other non-optional charges: \$ _____
GROSS RENT FOR UNIT: (Tenant paid rent plus Utility Allowance & other non-optional charges) \$ 	Unit Meets Rent Restriction at: <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> %
Maximum Rent Limit for this unit: \$ _____	

PART VII. STUDENT STATUS

ARE ALL OCCUPANTS FULL TIME STUDENTS? <input type="checkbox"/> yes <input type="checkbox"/> no	If yes, Enter student explanation* (also attach documentation)	*Student Explanation: 1 AFDC / TANF Assistance 2 Job Training Program 3 Single Parent/Dependent Child 4 Married/Joint Return 5 Former Foster Care
	Enter 1-5 	

PART VIII. PROGRAM TYPE

Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.

a. Tax Credit <input type="checkbox"/> See Part V above.	b. HOME <input type="checkbox"/> <i>Income Status</i> <input type="checkbox"/> ≤ 50% AMGI <input type="checkbox"/> ≤ 60% AMGI <input type="checkbox"/> ≤ 80% AMGI <input type="checkbox"/> OI**	c. Tax Exempt <input type="checkbox"/> <i>Income Status</i> <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 60% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	d. AHDP <input type="checkbox"/> <i>Income Status</i> <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	e. _____ <input type="checkbox"/> (Name of Program) <i>Income Status</i> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> OI**
---	--	--	---	---

** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proof and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE

DATE

INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION

This form is to be completed by the owner or an authorized representative.

Part I - Project Data

Check the appropriate box for Initial Certification (move-in), Recertification (annual recertification), or Other. If Other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

- | | |
|-----------------|---|
| *Move-in Date | Enter the date the tenant has or will take occupancy of the unit. (YYYY-MM-DD) |
| *Effective Date | Enter the effective date of the certification. For move-in, this should be the move-in date. For annual recertification, this effective date should be no later than one year from the effective date of the previous (re)certification. (YYYY-MM-DD) |
| Property Name | Enter the name of the development. |
| County | Enter the county (or equivalent) in which the building is located. |
| BIN # | Enter the Building Identification Number (BIN) assigned to the building (from IRS Form 8609). |
| Address | Enter the address of the building. |
| Unit Number | Enter the unit number. |
| # Bedrooms | Enter the number of bedrooms in the unit. |
| *Vacant Unit | Check if unit was vacant on December 31 of requesting year. |

Part II - Household Composition

List all occupants of the unit. State each household member's relationship to the head of household by using one of the following coded definitions:

- | | |
|-------------------|----------------------------|
| Head of Household | Spouse |
| Adult co-tenant | Other family member |
| Child | Foster child(ren)/adult(s) |
| Live-in caretaker | None of the above |

Enter the date of birth, student status, and last four digits of social security number or alien registration number for each occupant. If tenant does not have a Social Security Number (SSN) or alien registration number, please enter the numerical birth month and last two digits of birth year (e.g. birthday January 1, 1970, enter "0170"). If tenant has no SSN number or date of birth, please enter the last 4 digits of the BIN.

If there are more than 7 occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

Part III - Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third party verification forms obtained from each income source, enter the gross amount anticipated to be received for the twelve months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List **each** respective household member number from Part II. Include anticipated income only if documentation exists verifying pending employment. If any adult states zero-income, please note "zero" in the columns of Part III.

- | | |
|------------|--|
| Column (A) | Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business. |
| Column (B) | Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc. |
| Column (C) | Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.). |
| Column (D) | Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household. |
| Row (E) | Add the totals from columns (A) through (D), above. Enter this amount. |

Part IV - Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the twelve months from the effective date of the certification. List the respective household member number from Part II and complete a separate line for each member.

- | | |
|------------|--|
| Column (F) | List the type of asset (i.e., checking account, savings account, etc.) |
| Column (G) | Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification). |
| Column (H) | Enter the cash value of the respective asset. |
| Column (I) | Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate). |
| TOTALS | Add the total of Column (H) and Column (I), respectively. |

If the total in Column (H) is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 2% and enter the amount in (J), Imputed Income.

- | | |
|---|---|
| Row (K) | Enter the greater of the total in Column (I) or (J) |
| Row (L) | Total Annual Household Income From all Sources Add (E) and (K) and enter the total |
| *Effective Date of Income Certification | Enter the effective date of the income certification corresponding to the total annual household income entered in Box L. If annual income certification is not required, this may be different from the effective date listed in Part I. |
| *Household Size at Certification | Enter the number of tenants corresponding to the total annual household income entered in Box L. If annual income certification is not required, this may be different from the number of tenants listed in Part II. |

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than 5 days prior to the effective date of the certification.

Part V – Determination of Income Eligibility

Total Annual Household Income from all Sources	Enter the number from item (L).
Current Income Limit per Family Size	Enter the Current Move-in Income Limit for the household size.
Household income at move-in Household size at move-in	For recertifications, only. Enter the household income from the move-in certification. On the adjacent line, enter the number of household members from the move-in certification.
Current Income Limit x 140%	For recertifications only. Multiply the Current Maximum Move-in Income Limit by 140% and enter the total. 140% is based on the Federal Set-Aside of 20/50 or 40/60, as elected by the owner for the property, not deeper targeting elections of 30%, 40%, 45%, 50%, etc. Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% of the current income limit, then the available unit rule must be followed.
*Units Meets Income Restriction at	Check the appropriate box for the income restriction that the household meets according to what is required by the set-aside(s) for the project.

Part VI - Rent

Tenant Paid Rent	Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).
Rent Assistance	Enter the amount of rent assistance, if any.
Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Other non-optional charges	Enter the amount of <u>non-optional</u> charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Rent for Unit	Enter the total of Tenant Paid Rent plus Utility Allowance and other non-optional charges.
Maximum Rent Limit for this unit	Enter the maximum allowable gross rent for the unit.
Unit Meets Rent Restriction at	Check the appropriate rent restriction that the unit meets according to what is required by the set-aside(s) for the project.

Part VII - Student Status

If all household members are full time* students, check "yes". If at least one household member is not a full time student, check "no".

If "yes" is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

Full time is determined by the school the student attends.

Part VIII – Program Type

Mark the program(s) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification. If the property does not participate in the HOME, Tax-Exempt Bond, Affordable Housing Disposition, or other housing program, leave those sections blank.

Tax Credit	See Part V above.
HOME	If the property participates in the HOME program and the unit this household will occupy will count towards the HOME program set-asides, mark the appropriate box indicating the household's designation.
Tax Exempt	If the property participates in the Tax Exempt Bond program; mark the appropriate box indicating the household's designation.
AHDP	If the property participates in the Affordable Housing Disposition Program (AHDP), and this household's unit will count towards the set-aside requirements, mark the appropriate box indicating the household's designation.
Other	If the property participates in any other affordable housing program, complete the information as appropriate.

SIGNATURE OF OWNER/REPRESENTATIVE

It is the responsibility of the owner or the owner's representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well trained in tax credit compliance.

These instructions should not be considered a complete guide on tax credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.

PART IX. SUPPLEMENTAL INFORMATION

Tenant Demographic Profile	Complete for each member of the household, including minors, for move-in. Use codes listed on supplemental form for Race, Ethnicity, and Disability Status.
Resident/Applicant Initials	All tenants who wish not to furnish supplemental information should initial this section. Parent/guardian may complete and initial for minor child(ren).

** Please note areas with asterisks are new or have been modified. Please ensure to note the changes or formats now being requested.*

TENANT INCOME CERTIFICATION QUESTIONNAIRE

Name: _____

Telephone Number:
() _____

- Initial Certification
 Re-certification
 Other

BIN # _____

Unit # _____

INCOME INFORMATION

Yes No

MONTHLY GROSS INCOME

<input type="checkbox"/>	<input type="checkbox"/>	I am self employed. (List nature of self employment)	(use <u>net</u> income from business) \$
<input type="checkbox"/>	<input type="checkbox"/>	I have a job and receive wages, salary, overtime pay, commissions, fees, tips, bonuses, and/or other compensation: List the businesses and/or companies that pay you: <u>Name of Employer</u> 1) _____ 2) _____ 3) _____	\$ \$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I receive cash contributions of gifts including rent or utility payments, on an ongoing basis from persons not living with me.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive unemployment benefits.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive Veteran's Administration, GI Bill, or National Guard/Military benefits/income.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive periodic social security payments.	\$
<input type="checkbox"/>	<input type="checkbox"/>	The household receives <u>unearned</u> income from family members age 17 or under (example: Social Security, Trust Fund disbursements, etc.).	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive Supplemental Security Income (SSI).	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive disability or death benefits other than Social Security.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive Public Assistance Income (examples: TANF, AFDC)	\$
<input type="checkbox"/>	<input type="checkbox"/>	I am entitled to receive child support payments.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I am currently receiving child support payments. If yes, from how many persons do you receive support? _____	\$
<input type="checkbox"/>	<input type="checkbox"/>	I am currently making efforts to collect child support owed to me. List efforts being made to collect child support: _____ _____	
<input type="checkbox"/>	<input type="checkbox"/>	I receive alimony/spousal support payments	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive periodic payments from trusts, annuities, inheritance, retirement funds or pensions, insurance policies, or lottery winnings. If yes, list sources: 1) _____ 2) _____	\$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I receive income from real or personal property.	(use <u>net</u> earned income) \$
<input type="checkbox"/>	<input type="checkbox"/>	Student financial aid (public or private, not including student loans) Subtract cost of tuition from Aid received	\$

Asset information

YES	NO		INTEREST RATE	CASH VALUE
<input type="checkbox"/>	<input type="checkbox"/>	I have a checking account(s). If yes, list bank(s) 1) 2)	% %	\$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have a savings account(s) If yes, list bank(s) 1) 2)	% %	\$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have a revocable trust(s) If yes, list bank(s) 1)	%	\$
<input type="checkbox"/>	<input type="checkbox"/>	I own real estate. If yes, provide description:		\$
<input type="checkbox"/>	<input type="checkbox"/>	I own stocks, bonds, or Treasury Bills If yes, list sources / bank names 1) 2) 3)	% % %	\$ \$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have Certificates of Deposit (CD) or Money Market Account(s). If yes, list sources / bank names 1) 2) 3)	% % %	\$ \$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have an IRA / Lump Sum Pension / Keogh Account / 401K. If yes, list bank(s) 1) 2)	% %	\$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have a whole life insurance policy. If yes, how many policies		\$
<input type="checkbox"/>	<input type="checkbox"/>	I have cash on hand.		\$
<input type="checkbox"/>	<input type="checkbox"/>	I have disposed of assets (i.e. gave away money / assets) for less than the fair market value in the past 2 years. If yes, list items and date disposed: 1) 2)		\$ \$

STUDENT STATUS

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Does the household consist of all persons who are <u>full-time</u> students (Examples: College/University, trade school, etc.)?
<input type="checkbox"/>	<input type="checkbox"/>	Does the household consist of all persons who have been a <u>full-time</u> student in the previous 5 months?
<input type="checkbox"/>	<input type="checkbox"/>	Does your household anticipate becoming an all full-time student household in the next 12 months?
<input type="checkbox"/>	<input type="checkbox"/>	If you answered yes to any of the previous three questions are you:
<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> • Receiving assistance under Title IV of the Social Security Act (AFDC/TANF/Cal Works - not SSA/SSI) • Enrolled in a job training program receiving assistance through the Job Training Participation Act (JTPA) or other similar program • Married and filing (or are entitled to file) a joint tax return • Single parent with a dependent child or children and neither you nor your child(ren) are dependent of another individual • Previously enrolled in the Foster Care program (age 18-24)

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE INFORMATION PRESENTED ON THIS FORM IS TRUE AND ACCURATE TO THE BEST OF MY/OUR KNOWLEDGE. THE UNDERSIGNED FURTHER UNDERSTANDS THAT PROVIDING FALSE REPRESENTATIONS HEREIN CONSTITUTES AN ACT OF FRAUD. FALSE, MISLEADING OR INCOMPLETE INFORMATION WILL RESULT IN THE DENIAL OF APPLICATION OR TERMINATION OF THE LEASE AGREEMENT.

PRINTED NAME OF APPLICANT/TENANT

SIGNATURE OF APPLICANT/TENANT

DATE

WITNESSED BY (SIGNATURE OF OWNER/REPRESENTATIVE)

DATE

EXHIBIT C

FORM OF CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

ANTIOCH SCATTERED SITE RENOVATION

Witnesseth that on this ____ day of _____, 20__, the undersigned, having borrowed certain funds from the County of Contra Costa (the "Issuer") for the purpose of financing the above-listed multifamily rental housing facilities does hereby certify that:

A. During the preceding twelve-months (i) each of the Projects was continually in compliance with the Regulatory Agreements, and (ii) ____% of the units in each of the Projects were occupied by Low Income Tenants (minimum of 40%).

B. Set forth below is certain information regarding occupancy of the Projects and as of the date hereof.

	<u>Pinecrest Apartments</u>	<u>Terrace Glen Apartments</u>
1. Total Units:	<u>24</u>	<u>32</u>
2. Total Units Occupied:	_____	_____
3. Total Units Held Vacant and Available for Rent to Low Income Tenants	_____	_____
4. Total Low Income Units Occupied:	_____	_____
5. % of Low Income Units to Total Units % <i>(equals the Total of Lines 3 and 4, divided by the lesser of Line 1 or Line 2)</i>	_____%	_____%

C. The units occupied by Low Income Tenants are of similar size and quality to other units and are dispersed throughout the respective Project.

D. Select appropriate certification: [No unremedied default has occurred under any of the Regulatory Agreements, the Note, Loan Agreement, the Supplemental Agreement or the Deed of Trust.] [A default has occurred under the _____. The nature of the default and the measures being taken to remedy such default are as follows: _____.]

E. The representations set forth herein are true and correct to the best of the undersigned's knowledge and belief.

Capitalized terms used in this Certificate and not otherwise defined herein have the meanings given to such terms in the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2018, between the Issuer and Antioch Recap, L.P., a California limited partnership.

Date: _____

ANTIOCH RECAP, L.P., a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its General Partner

By: Resources for Community Development,
a California nonprofit public benefit
corporation, its sole Member/Manager

By: _____
Daniel Sawislak,
Executive Director

EXHIBIT D

FORM OF COMPLETION CERTIFICATE

The undersigned hereby certifies that the acquisition and rehabilitation of the Project and of the Other Project was substantially completed as of _____.

The undersigned hereby further certifies that:

(1) the aggregate amount disbursed on the Loan to date is \$_____;

(2) all amounts disbursed on the Loan have been applied to pay or reimburse the undersigned for the payment of Project Costs and none of the amounts disbursed on the Loan have been applied to pay or reimburse any party for the payment of costs or expenses other than Project Costs;

(3) at least ninety-five percent (95%) of the amounts disbursed on the Loan have been applied to pay or reimburse the Borrower for the payment of Qualified Project Costs, and less than 25 percent of all such disbursements have been used for the acquisition of land or an interest therein; and

(4) the Borrower is in compliance with the provisions of the Regulatory Agreements and the Loan Agreement.

Capitalized terms used in this Completion Certificate have the meanings given such terms in the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2018, between Antioch Recap, L.P., a California limited partnership and the County of Contra Costa.

ANTIOCH RECAP, L.P.,
a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its General Partner

By: Resources for Community Development,
a California nonprofit public benefit
corporation, its sole Member / Manager

By: _____
Daniel Sawislak,
Executive Director

EXHIBIT E

CDLAC RESOLUTION NO. 18-033

THE CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE

RESOLUTION NO. 18-033

A RESOLUTION TRANSFERRING A PORTION OF THE 2018 STATE CEILING ON QUALIFIED PRIVATE ACTIVITY BONDS FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT

WHEREAS, the California Debt Limit Allocation Committee ("Committee") has received an application ("Application") from the County of Contra Costa ("Applicant") for the transfer to the Applicant of a portion of the 2018 State Ceiling on Qualified Private Activity Bonds under Section 146 of the Internal Revenue Code of 1986, as amended, for use by the Applicant to issue bonds or other obligations ("Bonds") for a Project as specifically described in Exhibit A ("Project") (capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Regulations of the Committee implementing the Allocation of the State Ceiling on Qualified Private Activity Bonds); and

WHEREAS, the Project Sponsor has represented and the Applicant has confirmed in the Application certain facts and information concerning the Project; and

WHEREAS, in evaluating the Project and allocating a portion of the State Ceiling on Qualified Private Activity Bonds to the Applicant for the benefit of the Project, the Committee has relied upon the written facts and information represented in the Application by the Project Sponsor and the Applicant; and

WHEREAS, it is appropriate for the Committee to make a transfer of a portion of the 2018 State Ceiling on Qualified Private Activity Bonds ("Allocation") in order to benefit such Project described in the Application;

NOW, THEREFORE, the California Debt Limit Allocation Committee resolves as follows:

Section 1. There is hereby transferred to the Applicant an amount of the 2018 State Ceiling on Qualified Private Activity Bonds equal to **\$9,260,000**. Such Allocation may be used only by the Applicant and only for the issuance of Bonds for the Project, as specifically described in Exhibit A. All of the terms and conditions of Exhibit A are incorporated herein as though set forth in full (this resolution, together with Exhibit A are hereafter referred to collectively as this "Resolution").

Section 2. The terms and conditions of this Resolution shall be incorporated in appropriate documents relating to the Bonds. The Project Sponsor and the Applicant, and all of their respective successors and assignees, will be bound by such terms and conditions. The Applicant shall monitor the Project for compliance with the terms and conditions of this Resolution. In addition, the Project shall be subject to the monitoring provisions of the California Code of Regulations, Title 4, Section 10337(c) and Section 5220 of the Committee's Regulations.

Section 3. Any modification to the Project made prior to the issuance of the Bonds that impacts the resolution must be reported to the Executive Director and, if the Executive Director determines such modification to be material in light of the Committee's Regulations, shall require reconsideration by the Committee before the Allocation may be used for the Project. After Bonds are issued, the terms and conditions set forth in this Resolution shall be enforceable by the Committee through an action for specific performance or any other available remedy. In addition, after bonds are issued, changes to Items #1, #6, #7, #10 thru #12, #14 thru #16, #18 thru #26, and #37 of the Exhibit A require Committee or Executive Director approval for the terms of commitment; changes to item #2, #13, #17, #27, and #39 thru #41 of the Exhibit A cannot be altered; changes to Items #3 thru #5 of the Exhibit A require no Committee or Executive Director approval but any alterations must be reported to CDLAC staff for the affordability period; changes to Items #8 and #9 of the Exhibit A require no CDLAC notification; and changes to Items #28 thru #36 and #38 of the Exhibit A require Committee or Executive Director approval only prior to the Project being Placed in Service by the CA Tax Credit Allocation Committee (TCAC).

Section 4. Any material changes in the structure of the bond sale prior to the issuance of the Bonds and not previously approved by the Committee shall require approval of the Committee Chair or the Executive Director.

RESOLUTION NO. 18-033

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Section 5. The transfer of proceeds from the sale of bonds to a project other than the Project subject to this Resolution is allowable only with the prior approval of the Executive Director in consultation with the Chair, except when the Project is unable to utilize any of its allocation and the Applicant is requesting the transfer of the entire Allocation to different project(s). In such case, prior approval of the Committee must be obtained. Any transfer made pursuant to this Section may only be made to another project of the same issuer that has been previously approved by the Committee.

Section 6. The Applicant is not authorized to use the Allocation transferred hereby to make a carryforward election with respect to the Project. The Applicant is not authorized to transfer the Allocation to any governmental unit in the State other than the Committee.

Section 7. The Allocation transferred herein to the Applicant shall automatically revert to this Committee unless the Applicant has issued Bonds for the Project by the close of business on **November 26, 2018**. Upon the discretion of the Executive Director, the expiration may be extended pursuant to the provisions in Article 8, Chapter 1 of the Committee's Regulations.

Section 8. Within twenty-four (24) hours of using the Allocation to issue Qualified Private Activity Bonds, the Applicant shall notify the Committee at CDLAC@treasurer.ca.gov that the Allocation has been used. This notice shall identify the Applicant, the Project or Program, the date the Allocation was used and the amount of Allocation used.

Section 9. Within fifteen (15) calendar days of the Bond closing, the Applicant or its counsel shall formally transmit to the Committee information regarding the issuance of the Bonds by submitting a completed Report of Action Taken in a form prescribed by and made available by the Committee.

Section 10. Any differences between the amount of Bonds issued and the amount of the Allocation granted in Section 1 of this Resolution shall automatically revert to the Committee. If at any time prior to the expiration date set forth in Section 7 hereof, the Applicant determines that part or all of the Allocation will not be used to issue Bonds by that date, the Applicant shall take prompt action by resolution of its governing Board or by action of its authorized officer to return such unused Allocation to the Committee.

Section 11. The staff of the Committee is authorized and directed to transmit a copy of this Resolution to the Applicant together with a request that the Applicant retain a copy of this Resolution in the Applicant's official records for the term of the Bonds under this Allocation or the term of the income and rental restrictions, whichever is longer. The Committee staff is further directed to retain a copy of this Resolution in the files of the Committee (or any successor thereto) for the same period of time.

Section 12. In consideration of the Allocation transferred to the Applicant and the Project Sponsor, the Applicant and the Project Sponsor shall comply with all of the terms and conditions contained in this Resolution and ensure that these terms and conditions are included in the documents related to the Bonds. Furthermore, the Applicant and the Project Sponsor expressly agree that the terms and conditions of this Resolution may be enforced by the Committee through an action for specific performance or any other available remedy, provided however, that the Committee agrees not to take such action or enforce any such remedy that would be materially adverse to the interests of Bondholders. In addition, the Applicant and the Project Sponsor shall ensure that the Bond documents, as appropriate, expressly provide that the Committee is a third party beneficiary of the terms and conditions set forth in this Resolution.

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Section 13. The Certification of Compliance II or equivalent form is to be submitted by the Project Sponsor to the Applicant by the Applicant's specified deadline, but no later than March 1st annually until the project's Certificate of Completion has been submitted to the Applicant. Following the submission of the Certificate of Completion or equivalent form to the Applicant, the Certification of Compliance II is to be submitted March 1st every three years thereafter. In addition, an Annual Applicant Public Benefits and On-going Compliance Self-Certification (Self-Certification) form must be submitted by the Applicant online every year until the Certificate of Completion has been submitted to the Applicant. After the completion of the project has been reported, the Self-Certification will be required to be submitted March 1st every three years thereafter pursuant to Section 5144 of the CDLAC Regulations. Verification to CDLAC of income and rental information is not required in advance of the submission of the Certificate of Completion. A copy of the Certification of Compliance II and the Certificate of Completion forms may be found at this website location: <http://www.treasurer.ca.gov/cdlac>. Failure to submit compliance may result in disqualification from future program participation.

Section 14. This Resolution shall take effect immediately upon its adoption.

* * *
CERTIFICATION

I, LAURA A. WHITTALL-SCHERFEE, Executive Director of the California Debt Limit Allocation Committee, hereby certify that the above is a full, true, and correct copy of the Resolution adopted at a meeting of the Committee held in the Jesse Unruh Building, 915 Capitol Mall, Room 587, Sacramento, California 95814, on May 16, 2018 at 1:32 p.m. with the following votes recorded:

AYES:	Vincent P. Brown for State Treasurer John Chiang Jacqueline Wong-Hernandez for Governor Edmund G. Brown Jr. Alan LoFaso for State Controller Betty T. Yee
NOES:	None
ABSTENTIONS:	None
ABSENCES:	None



LAURA A. WHITTALL-SCHERFEE, Executive Director

Date: May 16, 2018

RESOLUTION NO. 18-033

QUALIFIED RESIDENTIAL RENTAL PROJECT
EXHIBIT A

1. Applicant: County of Contra Costa
2. Application No.: 18-343
3. Project Sponsor: Antioch Recap, L.P. (RCD GP III LLC)
4. Property Management Co.: The John Stewart Company
5. Project Name: Antioch Scattered Site Renovation Apartments
6. Type of Project: Acquisition and Rehabilitation/Family
7. Location: Antioch, CA
8. Private Placement Purchaser: **Bank of the West**
Cash Flow Bond: **Not Applicable**

All units identified in the CDLAC resolution, including both the Federally Bond-Restricted Units and the Other Restricted Units, will be incorporated into the Bond Regulatory Agreement. Assumptions to be included in the Bond Regulatory Agreement regarding the Other Restricted Units will include the AMI as outlined in the CDLAC resolution, a limitation that tenants pay no more than 30% of their income and 1.5 person per bedroom occupancy standard to determine the applicable rent.

Not Applicable

9. Public Sale: **Not Applicable**
Credit Enhancement Provider: **Not Applicable**
10. Total Number of Units: **54 plus 2 unrestricted manager units**
11. Total Number of Restricted Rental Units: **54**
12. The term of the income and rental restrictions for the Project will be at least 55 years from the date 50% occupancy is achieved or when the project is otherwise placed in service.
13. The Regulatory Agreement shall not terminate prior to the end of the CDLAC Resolution affordability term in the event of foreclosure, exercise of power of sale, and/or transfer of title by deed in lieu of foreclosure in connection with a deed of trust directly or indirectly securing the repayment of Cash Flow Permanent Bonds.
14. The Project will utilize Gross Rents as defined in Section 5170 of the Committee's Regulations.
Applicable
15. Income and Rental Restrictions
 - a. Federally Bond-Restricted Set-aside Units:
At least **40%** of the total units will be restricted at 60% of the Area Median Income.
 - b. Other Restricted Units
For the entire term of the income and rental restrictions, the Project will have:

At least **39** Qualified Residential units rented or held vacant for rental for persons or families whose income is at or below 50% of the Area Median Income.

At least **15** Qualified Residential units rented or held vacant for rental for persons or families whose income is at or below 60% of the Area Median Income.

RESOLUTION NO. 18-033

Exhibit A

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16. 10% of the units will be restricted to households with incomes no greater than 50% of the Area Median Income in accordance with Section 5191 of the Committee's Regulations. These units will be distributed as follows:
- | Not Applicable: | Preservation Project |
|------------------------|-----------------------------|
| Studios: | 0 |
| One-bedroom: | 0 |
| Two-bedroom: | 0 |
| Three-bedroom: | 0 |
| Four-bedroom: | 0 |
| Five-bedroom: | 0 |
17. For substantial renovation projects, a minimum of \$35,000 in hard construction costs, including overhead, profit, and general conditions, will be expended for each Project unit.
Applicable
18. A minimum of \$0,000 of public funds will be expended for the Project.
Not Applicable
19. At a minimum, the financing for the Project shall include a Taxable Tail in the amount of \$0,000. Taxable debt may only be utilized for Project related expenses, not for the cost of issuance, for which the Project Sponsor could otherwise have used tax-exempt financing.
Not Applicable
20. If the Project received points for having large family restricted units for the entire term of the income and rental restrictions, the Project will have at least 0 three-bedroom or larger units.
Not Applicable
21. For a period of fifteen (15) years after the Project is placed in use, the Project will provide to Project residents high-speed Internet or wireless (WiFi) service in each Project unit.
Not Applicable
22. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents an after school program of an ongoing nature on-site or there must be an after school program available to Project residents within 1/2 mile of the Project or except where Project will provide no cost round trip transportation. The programs shall include, but are not limited to: tutoring, mentoring, homework club and art and recreation activities to be provided weekdays throughout the school year for at least 10 hours per week.
Not Applicable
23. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents instructor-led educational, health and wellness, or skill building classes. The classes shall include, but are not limited to: financial literacy, computer training, home-buyer education, GED, resume building, ESL, nutrition, exercise, health information/awareness, art, parenting, on-site food cultivation and preparation and smoking cessation. Classes shall be provided at a minimum of 84 hours per year (drop-in computer labs, monitoring and technical assistance shall not qualify) and be located within 1/2 mile of the Project or except where Project will provide no-cost round trip transportation.
Not Applicable
24. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents 20 hours or more per week of licensed childcare on-site or there must be 20 hours or more per week of licensed childcare available to Project residents within 1/2 mile of the Project or except where Project will provide no cost round trip transportation.
Not Applicable

RESOLUTION NO. 18-033

Exhibit A

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25. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents health and wellness services and programs within 1/2 mile of the Project or except where Project will provide no cost round trip transportation. Such services and programs shall provide individualized support for tenants (not group classes) but need to be provided by licensed individuals or organizations. The services shall include, but are not limited to: visiting nurses programs, intergenerational visiting programs and senior companion programs. Services shall be provided for a minimum of 100 hours per year.

Not Applicable

26. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents a bona fide service coordinator. The responsibilities must include, but are not limited to: (a) providing tenants with information about available services in the community, (b) assisting tenants to access services through referral and advocacy, and (c) organizing community-building and/or enrichment activities for tenants (such as holiday events, tenant council, etc.)

Not Applicable

27. Minimum sustainable specifications will be incorporated into the project design per Section 5205 of the CDLAC Regulations.

Applicable

Section Waived:

- Energy Efficiency
- Landscaping
- Roofs
- Exterior Doors
- Appliances (ENERGY STAR)
- Window Coverings
- Water Heater
- Floor Coverings
- Insulation (Greengard Emission Criteria)

28. The Project commits to becoming certified under any one of the following programs upon completion:

- | | |
|---|-----------------------|
| a. Leadership in Energy & Environmental Design (LEED for Homes) | Not Applicable |
| b. Green Communities | Not Applicable |
| c. Passive House Institute US (PHIUS) | Not Applicable |
| d. Passive House | Not Applicable |
| e. Living Building Challenge | Not Applicable |
| f. National Green Building Standard ICC / ASRAE – 700 silver or higher rating | Not Applicable |
| g. Green Point Rated Multifamily Guidelines | Not Applicable |
| h. WELL | Not Applicable |

29. The Project is a New Construction or Adaptive Reuse Project that commits to Energy Efficiency (including heating, cooling, fan energy, and water heating but not the following end uses: lighting, plug load, appliances, or process energy) beyond the requirements in Title 24, Part 6 of California Building Code (Percentage Better than the 2016 Standards):

- | | |
|--------|-----------------------|
| a. 7% | Not Applicable |
| b. 12% | Not Applicable |

30. The Project is a New construction or Adaptive Reuse Project that commits to Energy Efficiency. The local building department has determined that building permit applications submitted on or before December 31, 2016 are complete and energy efficiency beyond the requirements in the 2013 Title 24, Part 6, of the California Building Code (the 2013 Standards) for the project as a whole shall be awarded.

- | | |
|--------|-----------------------|
| a. 9% | Not Applicable |
| b. 15% | Not Applicable |

RESOLUTION NO. 18-033

Exhibit A

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31. The Project is a New Construction or Adaptive Reuse Project that commits to Energy Efficiency with renewable energy that provides the following percentages of project tenants' energy loads (Offset of Tenants' Load):
 - a. 20% **Not Applicable**
 - b. 30% **Not Applicable**
 - c. 40% **Not Applicable**

32. The Project is a Home Energy Rating System (HERS II) Rehabilitation Project that commits to improve energy efficiency above the current modeled energy consumption of the project as a whole by:
 - a. 15% **Not Applicable**
 - b. 20% **Not Applicable**

33. The Project is a Rehabilitation Project that commits to developing, and/or managing the Project with the following Photovoltaic generation or solar energy:
 - a. Photovoltaic generation that offsets tenants loads **Not Applicable**
 - b. Photovoltaic generation that offsets 50% of common area load **Not Applicable**
 - c. Solar hot water for all tenants who have individual water meters **Not Applicable**

34. The Project is a Rehabilitation Project and will implement sustainable building management practices that include: 1) development of a project- specific maintenance manual including replacement specifications and operating information on all energy and green building features; and 2) undertaking formal building systems commissioning, retro-commissioning or re-commissioning as appropriate (continuous commissioning is not required).
Not Applicable

35. The Project is a Rehabilitation project that individually meters or sub-meters currently master-metered gas, electricity, or central hot water systems for all tenants.
Not Applicable

36. The project will commit to use no irrigation at all, irrigate only with reclaimed water, greywater, or rainwater (excepting water used for Community Gardens) or irrigate with reclaimed water, greywater or rainwater in an amount that annually equals 10,000 gallons or 150 gallons per unit, whichever is less.
Not Applicable

37. The Project will commit to having at least one (1) nonsmoking building. If the project only has one (1) building, it will be subject to a policy developed by the Sponsor that prohibits smoking in contiguous designated units. These restrictions will be incorporated into the lease agreements for the appropriate units.
Not Applicable

38. The Project will commit to having a parking ratio equivalent to or less than 1 parking stall per single room occupancy or one-bedroom restricted rental unit and 1.5 parking stalls per two-bedroom or larger restricted rental unit.
Not Applicable

39. As specified in Section 5144(b) of the Committee's Regulations, sponsors will be required to utilize TCAC's Compliance Manual specifically Section VI: Quality Tenants for Low Income Housing Tax Credit Units, to verify tenant income in conjunction with initial occupancy. No less than every three years after the project is completed, the Sponsor must collect and retain the following income and verification documentation related to all the Federally Bond-Restricted units identified in the Committee Resolution: TCAC Tax Income Calculation (TIC) or equivalent documentation, all associated source income documentation, evidence of the verifying income computation, and unit lease.
Applicable

RESOLUTION NO. 18-033

Exhibit A

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40. As specified in Section 5144(c) of the Committee's Regulations, compliance with the income and rental requirements of the Federally Bond-Restricted Units identified in the Committee Resolution and the Bond Regulatory Agreement must be demonstrated by the Applicants initial review of 20% of all management files associated with the Federally Bond-Restricted units and subsequent review every three years of 20% of all management files associated with the Federally Bond-Restricted units.

Applicable

41. As specified in Section 5144(d) of the Committee's Regulations, applicants are required to ensure an onsite inspection as well as an on-site review of the 20% Federally Bond-Restricted units is performed every 3 years after the Qualified Project Period has commenced.

The following entity will conduct the site and file inspections:

Not Applicable

EXHIBIT F

CDLAC RESOLUTION NO. 18-090

THE CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE

RESOLUTION NO. 18-090

A RESOLUTION TRANSFERRING A PORTION OF THE 2018 STATE CEILING ON QUALIFIED PRIVATE ACTIVITY BONDS AND AUTHORIZING THE MAKING OF A CARRYFORWARD ELECTION FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT

WHEREAS, the California Debt Limit Allocation Committee ("Committee") has received an application ("Application") from the County of Contra Costa ("Applicant") for the transfer to the Applicant of a portion of the 2018 State Ceiling on Qualified Private Activity Bonds under Section 146 of the Internal Revenue Code of 1986, as amended, for use by the Applicant to issue bonds or other obligations ("Bonds") for a Project as specifically described in Exhibit A ("Project") (capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Regulations of the Committee implementing the Allocation of the State Ceiling on Qualified Private Activity Bonds); and

WHEREAS, the Project Sponsor has represented and the Applicant has confirmed in the Application certain facts and information concerning the Project; and

WHEREAS, in evaluating the Project and allocating a portion of the State Ceiling on Qualified Private Activity Bonds to the Applicant for the benefit of the Project, the Committee has relied upon the written facts and information represented in the Application by the Project Sponsor and the Applicant; and

WHEREAS, it is appropriate for the Committee to make a transfer of a portion of the 2018 State Ceiling On Qualified Private Activity Bonds ("Allocation") in order to benefit such Project described in the Application; and

WHEREAS, the Committee has determined that it is appropriate to authorize the Applicant to make an election to carryforward Allocation to calendar year 2019 with respect to the Project described in the Application.

NOW, THEREFORE, the California Debt Limit Allocation Committee resolves as follows:

Section 1. There is hereby transferred to the Applicant authorization to use \$1,556,192 of the 2018 State Ceiling on Qualified Private Activity Bonds. Such Allocation may be used only by the Applicant and only for the issuance of Bonds for the Project, as specifically described in Exhibit A. All of the terms and conditions of Exhibit A are incorporated herein as though set forth in full (this resolution, together with Exhibit A are hereafter referred to collectively as this "Resolution").

Section 2. The terms and conditions of this Resolution shall be incorporated in appropriate documents relating to the Bonds. The Project Sponsor and the Applicant, and all their respective successors and assignees, will be bound by such terms and conditions. The Applicant shall monitor the Project for compliance with the terms and conditions of this Resolution. In addition, the Project shall be subject to the monitoring provisions of California Code of Regulations, Title 4, Section 10337(c) and Section 5220 of the Committee's Regulations.

Section 3. Any modification to the Project made prior to the issuance of the Bonds that impacts the resolution must be reported to the Executive Director and, if the Executive Director determines such modification to be material in light of the Committee's Regulations, shall require reconsideration by the Committee before the Allocation may be used for the Project. After Bonds are issued, the terms and conditions set forth in this Resolution shall be enforceable by the Committee through an action for specific performance or any other available remedy. In addition, after bonds are issued, changes to Items #1, #6, #7, #10 thru #12, #14 thru #16, #18 thru #26, and #37 of the Exhibit A require Committee or Executive Director approval for the term of commitment; changes to item #2, #13, #17, #27, and #39 thru #41 of the Exhibit A cannot be altered; changes to Items #3 thru #5 of the Exhibit A require no Committee or Executive Director approval but any alterations must be reported to CDLAC staff for the affordability period; changes to Items #8 and #9 of the Exhibit A require no CDLAC notification; and changes to Items #28 thru #36 and #38 of the Exhibit A require Committee or Executive Director approval only prior to the Project being Placed in Service by the CA Tax Credit Allocation Committee (TCAC).

RESOLUTION NO. 18-090

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Section 4. Any material changes in the structure of the bond sale prior to the issuance of the Bonds and not previously approved by the Committee shall require approval of the Committee Chair or the Executive Director.

Section 5. The transfer of proceeds from the sale of bonds to a project other than the Project subject to this Resolution is allowable only with the prior approval of the Executive Director in consultation with the Chair, except when the Project is unable to utilize any of its allocation and the Applicant is requesting the transfer of the entire Allocation to different project(s). In such case, prior approval of the Committee must be obtained. Any transfer made pursuant to this section may only be made to another project of the same issuer that has been previously approved by the Committee.

Section 6. The Applicant is authorized to use the Allocation transferred hereby to make a carryforward election with respect to the Project. The Applicant is not authorized to transfer the Carryforward Allocation to any governmental unit in the State other than the Committee.

Section 7. The Allocation transferred herein to the Applicant shall automatically revert to this Committee unless the Applicant has issued Bonds for the Project by the close of business on **March 18, 2019**. Upon the discretion of the Executive Director, the expiration may be extended pursuant to the provisions in Article 8, Chapter 1 of the Committee's Regulations.

Section 8. Prior to being submitted to the IRS, draft Carryforward Elections must be emailed to CDLAC at cdlac@treasurer.ca.gov no later than February 1, 2019 for CDLAC approval of election amounts.

Section 9. Within twenty-four (24) hours of using the Allocation to issue Qualified Private Activity Bonds, the Applicant shall notify the Committee at CDLAC@treasurer.ca.gov that the Allocation has been used. This notice shall identify the Applicant, the project or program, the date the Allocation was used, and the amount of Allocation used.

Section 10. Within fifteen (15) calendar days of the Bond closing, the Applicant or its counsel shall formally transmit to the Committee information regarding the issuance of the Bonds by submitting a completed Report of Action Taken in a form prescribed by and made available by the Committee.

Section 11. Any differences between the amount of Bonds issued and the amount of the Carryforward Allocation granted in Section 1 of this Resolution shall be retained by the Applicant for the period allowed by Section 146(D)(3)(A) of the Internal Revenue Code regarding carryforward elections. Use of any unused Carryforward Allocation shall be in accordance with Section 5132 of the Committee's Regulations regarding carryforward elections.

Section 12. The staff of the Committee is authorized and directed to transmit a copy of this Resolution to the Applicant together with a request that the Applicant retain a copy of this Resolution in the Applicant's official records for the term of the Bonds under this Carryforward Allocation or the term of the income and rental restrictions, whichever is longer. The Committee staff is further directed to retain a copy of this Resolution in the files of the Committee (or any successor thereto) for the same period of time.

Section 13. In consideration of the Allocation transferred to the Applicant and the Project Sponsor, the Applicant and the Project Sponsor shall comply with all of the terms and conditions contained in this Resolution and ensure that these terms and conditions are included in the documents related to the Bonds. Further, the Applicant and the Project Sponsor expressly agree that the terms and conditions of this Resolution may be enforced by the Committee through an action for specific performance or any other available remedy, provided however, that the Committee agrees not to take such action or enforce any such remedy that would be materially adverse to the interests of Bondholders. In addition, the Applicant and the Project Sponsor shall ensure that the Bond documents, as appropriate, expressly provide that the Committee is a third party beneficiary of the terms and conditions set forth in this Resolution.

Section 14. The Certification of Compliance II or equivalent form is to be submitted by the Project Sponsor to the Applicant by the Applicant's specified deadline, but no later than March 1st annually until the project's Certificate of Completion has been submitted to the Applicant. Following the submission of the Certificate of Completion or equivalent form to the Applicant, the Certification of Compliance II is to be submitted March 1st every three years thereafter. In addition, an Annual Applicant Public Benefits and On-going Compliance Self-Certification (Self Certification) form must be submitted by the Applicant online every year until the Certificate of Completion has been submitted to the Applicant. After the completion of the project has been reported, the Self Certification will be required to be submitted March 1st every three years thereafter pursuant to Section 5144 of the CDLAC Regulations. Verification to CDLAC of income and rental information is not required in advance of the submission of the Certificate of Completion. A copy of the Certification of Compliance II and the Certificate of Completion forms may be found at this website location: <http://www.treasurer.ca.gov/cdlac>. Failure to submit compliance may result in disqualification from future program participation.

Section 15. This Resolution shall take effect immediately upon its adoption.

* * *

CERTIFICATION

I, LAURA A. WHITTALL-SCHERFEE, Executive Director of the California Debt Limit Allocation Committee, hereby certify that the above is a full, true, and correct copy of the Resolution adopted at a meeting of the Committee held in the Jesse Unruh Building, 915 Capitol Mall, Room 587, Sacramento, California 95814, on September 19, 2018 at 1:30 p.m. with the following votes recorded:

AYES: Vincent P. Brown for State Treasurer John Chiang
Jacqueline Wong-Hernandez for Governor Edmund G. Brown Jr.
Alan LoFaso for State Controller Betty T. Yee

NOES: None
ABSTENTIONS: None
ABSENCES: None



Laura A. Whittall-Scherfee, Executive Director

Date: September 19, 2018

RESOLUTION NO. 18-098
(QUALIFIED RESIDENTIAL RENTAL PROJECT)
EXHIBIT A

1. Applicant: County of Contra Costa
2. Application No.: 18-017
3. Project Sponsor: Antioch Recap, L.P. (RCD GP III LLC)
4. Project Management Co.: The John Stewart Company
5. Project Name: Antioch Scattered Site Resovation Apartments (Supplemental)
6. Type of Project: Acquisition and Rehabilitation/Family
7. Location: Antioch, CA
8. Private Placement Purchaser: Wells Fargo Bank, N.A.
Cash Flow Bond: Not Applicable

All units identified in the CDLAC resolution, including both the Federally Bond-Restricted Units and the Other Restricted Units, will be incorporated into the Bond Regulatory Agreement. Assumptions to be included in the Bond Regulatory Agreement regarding the Other Restricted Units will include the AMI as outlined in the CDLAC resolution, a limitation that tenants pay no more than 30% of their income and 1.5 person per bedroom occupancy standard to determine the applicable rent.

Not Applicable

9. Public Sale: Not Applicable
Credit Enhancement Provider: Not Applicable
10. Total Number of Units: 54 plus 2 unrestricted manager units
11. Total Number of Restricted Rental Units: 54
12. The term of the income and rental restrictions for the Project will be at least 55 years from the date 50% occupancy is achieved or when the project is otherwise placed in service.
13. The Regulatory Agreement shall not terminate prior to the end of the CDLAC Resolution affordability term in the event of foreclosure, exercise of power of sale, and/or transfer of title by deed in lieu of foreclosure in connection with a deed of trust directly or indirectly securing the repayment of Cash Flow Permanent Bonds.
14. The Project will utilize Gross Rents as defined in Section 5170 of the Committee's Regulations.
Applicable
15. Income and Rental Restrictions:
 - a. Federally Bond-Restricted Set-aside Units:
At least 40% of the total units will be restricted at 60% of the Area Median Income.
 - b. Other Restricted Units
For the entire term of the income and rental restrictions, the Project will have:

At least 39 Qualified Residential units rented or held vacant for rental for persons or families whose income is at or below 50% of the Area Median Income.

At least 15 Qualified Residential units rented or held vacant for rental for persons or families whose income is at or below 60% of the Area Median Income.

RESOLUTION NO. 18-090

Exhibit A

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16. 10% of the units will be restricted to households with incomes no greater than 50% of the Area Median Income in accordance with Section 5191 of the Committee's Regulations. These units will be distributed as follows:
Not Applicable: Preservation Project
Studios: 0
One-bedroom: 0
Two-bedroom: 0
Three-bedroom: 0
Four-bedroom: 0
Five-bedroom 0
17. For substantial renovation projects, a minimum of \$35,000 in hard construction costs, including overhead, profit, and general conditions, will be expended for each Project unit.
Applicable
18. A minimum of \$0,000 of public funds will be expended for the Project.
Not Applicable
19. At a minimum, the financing for the Project shall include a Taxable Tail in the amount of \$0,000.
Taxable debt may only be utilized for Project related expenses, not for the cost of issuance, for which the Project Sponsor could otherwise have used tax-exempt financing.
Not Applicable
20. If the Project received points for having large family units for the entire term of the income and rental restrictions, the Project will have at least 4 three-bedroom or larger units.
Not Applicable
21. For a period of fifteen (15) years after the Project is placed in use, the Project will provide to Project residents high-speed Internet or wireless (WiFi) service in each Project unit.
Not Applicable
22. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents an after school program of an ongoing nature on-site or there must be an after school program available to Project residents within 1/2 mile of the Project except where the Project will provide no cost round trip transportation. The program shall include, but is not limited to: tutoring, mentoring, homework club, and art and recreation activities to be provided weekdays throughout the school year for at least 10 hours per week.
Not Applicable
23. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents instructor-led educational, health and wellness, or skill building classes. The classes shall include, but are not limited to: financial literacy, computer training, home-buyer education, GED, resume building, ESL, nutrition, exercise, health information/awareness, art, parenting, on-site food cultivation and preparation and smoking cessation. Classes shall be provided at a minimum of 84 hours per year (drop-in computer labs, monitoring and technical assistance shall not qualify) and be located within 1/2 mile of the Project or except where Project will provide no cost round trip transportation.
Not Applicable
24. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents 20 hours or more per week of licensed childcare on-site or there must be 20 hours or more per week of licensed childcare available to Project residents within 1/2 mile of the Project except where Project will provide no cost round trip transportation.
Not Applicable

RESOLUTION NO. 18-090

Exhibit A

Page 3 of 5

25. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents health and wellness services and programs within 1/2 mile of the Project or except where Project will provide no cost round trip transportation. Such services and programs shall provide individualized support for tenants (not group classes) but need to be provided by licensed individuals or organizations. The services shall include, but are not limited to: visiting nurses programs, intergenerational visiting programs and senior companion programs. Services shall be provided for a minimum of 100 hours per year.

Not Applicable

26. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents a bona fide service coordinator. The responsibilities must include, but are not limited to: (a) providing tenants with information about available services in the community, (b) assisting tenants with access services through referral and advocacy, and (c) organizing community-building and/or enrichment activities for tenants (such as holiday events, tenant council, etc.)

Not Applicable

27. Minimum sustainable specifications will be incorporated into the project design per Section 5205 of the CDLAC Regulations.

Applicable

Section Waived:

- Energy Efficiency
- Landscaping
- Roofs
- Exterior Doors
- Appliances (ENERGY STAR)
- Window Coverings
- Water Heater
- Floor Coverings
- Insulation (Greengard Emission Criteria)

28. The Project commits to becoming certified under any one of the following programs upon completion:
- a. Leadership in Energy & Environmental Design (LEED for Homes) **Not Applicable**
 - b. Green Communities **Not Applicable**
 - c. Passive House Institute US (PHIUS) **Not Applicable**
 - d. Passive House **Not Applicable**
 - e. Living Building Challenge **Not Applicable**
 - f. National Green Building Standard ICC / ASRAE – 700 silver or higher rating **Not Applicable**
 - g. Green Point Rated Multifamily Guidelines **Not Applicable**
 - h. WELL **Not Applicable**

29. The Project is a New Construction or Adaptive Reuse Project that commits to Energy Efficiency (including heating, cooling, fan energy, and water heating but not the following end uses: lighting, plug load, appliances, or process energy) beyond the requirements in Title 24, Part 6 of California Building Code (Percentage Better than the 2016 Standards):

- a. 7% **Not Applicable**
- b. 12% **Not Applicable**

RESOLUTION NO. 18-090

Exhibit A

Page 4 of 5

30. The Project is a New construction or Adaptive Reuse Project that commits to Energy Efficiency. The local building department has determined that building permit applications submitted on or before December 31, 2016 are complete and energy efficiency beyond the requirements in the 2013 Title 24, Part 6, of the California Building Code (the 2013 Standards) for the project as a whole shall be awarded.
 - a. 9% **Not Applicable**
 - b. 15% **Not Applicable**

31. The Project is a New Construction or Adaptive Reuse Project that commits to Energy Efficiency with renewable energy that provides the following percentages of project tenants' energy loads (Offset of Tenants' Load):
 - a. 20% **Not Applicable**
 - b. 30% **Not Applicable**
 - c. 40% **Not Applicable**

32. The Project is a Home Energy Rating System (HERS II) Rehabilitation Project that commits to improve energy efficiency above the current modeled energy consumption of the project as a whole by:
 - a. 15% **Not Applicable**
 - b. 20% **Not Applicable**

33. The Project is a Rehabilitation Project that commits to developing, and/or managing the Project with the following Photovoltaic generation or solar energy:
 - a. Photovoltaic generation that offsets tenants loads **Not Applicable**
 - b. Photovoltaic generation that offsets 50% of common area load **Not Applicable**
 - c. Solar hot water for all tenants who have individual water meters **Not Applicable**

34. The Project is a Rehabilitation Project and will implement sustainable building management practices that include: 1) development of a project-specific maintenance manual including replacement specifications and operating information on all energy and green building features; and 2) undertaking formal building systems commissioning, retro-commissioning or re-commissioning as appropriate (continuous commissioning is not required).
Not Applicable

35. The Project is a Rehabilitation project that individually meters or sub-meters currently master-metered gas, electricity or central hot water systems for all tenants.
Not Applicable

36. The project will commit to use no irrigation at all, irrigate only with reclaimed water, greywater, or rainwater (excepting water used for Community Gardens) or irrigate with reclaimed water, greywater or rainwater in an amount that annually equals 10,000 gallons or 150 gallons per unit, whichever is less.
Not Applicable

37. The Project will commit to having at least one (1) nonsmoking building. If the Project only has one (1) building, it will be subject to a policy developed by the Sponsor that prohibits smoking in contiguous designated units. These restrictions will be incorporated into the lease agreements for the appropriate units.
Not Applicable

38. The Project will commit to having a parking ratio equivalent to or less than 1 parking stall per single room occupancy or one-bedroom restricted rental unit and 1.5 parking stalls per two-bedroom or larger restricted rental unit.
Not Applicable

RESOLUTION NO. 18-090

Exhibit A

Page 5 of 5

39. As specified in Section 5144(b) of the Committee's Regulations, sponsors will be required to utilize TCAC's Compliance Manual specifically Section VI: Qualify Tenants for Low Income Housing Tax Credit Units, to verify tenant income in conjunction with initial occupancy. No less than every three years after the project is completed, the Sponsor must collect and retain the following income and verification documentation related to all the Federally Bond-Restricted units identified in the Committee Resolution: TCAC Tax Income Calculation (TIC) or equivalent documentation, all associated source income documentation, evidence of the verifying income computation, and unit lease.

Applicable

40. As specified in Section 5144(c) of the Committee's Regulations, compliance with the income and rental requirements of the Federally Bond-Restricted Units identified in the Committee Resolution and the Bond Regulatory Agreement must be demonstrated by the Applicants initial review of 20% of all management files associated with the Federally Bond-Restricted units and subsequent review every three years of 20% of all management files associated with the Federally Bond-Restricted units.

Applicable

41. As specified in Section 5144(d) of the Committee's Regulations, applicants are required to ensure an onsite inspection as well as an on-site review of the 20% Federally Bond-Restricted units is performed every 3 years after the Qualified Project Period has commenced.

The following entity will conduct the site and file inspections:

Not Applicable

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Wells Fargo Bank, National Association
Community Lending and Investment
MAC# A0119-177
333 Market Street, 17th Floor
San Francisco, California 94105
Attention: Emily Cafuir
Loan No. 1018337

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF DEED OF TRUST AND LOAN DOCUMENTS

This Assignment of Deed of Trust and Loan Documents ("**Assignment**") is dated as of _____, 2018, and is executed by the COUNTY OF CONTRA COSTA, CALIFORNIA, a political subdivision and body corporate and politic, duly organized and validly existing under the laws of the State of California (the "**Assignor**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the "**Assignee**"), in accordance with the Indenture of Trust dated as of _____, 2018 (the "**Indenture**") between the Assignor, as Issuer, and the Assignee, as Bondowner Representative.

RECITALS

A. The Borrower has executed and delivered the following documents, each of which is dated as of the date hereof:

1. that certain Loan Agreement among Antioch Recap, L.P., a California limited partnership ("**Borrower**"), Assignor and Assignee, with respect to a loan (the "**Loan**") in the amount of _____ and No/100th Dollars (\$_____.00) (the "**Loan Agreement**");
2. that certain Promissory Note, made by Borrower to the order of Assignor in the original face principal amount of _____ and No/100th Dollars (\$_____.00) (the "**Note**"); and
3. that certain Construction and Permanent Deed of Trust With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed by Borrower, as trustor, in favor of American Securities Company, as trustee, for the benefit of Assignor and Assignee, collectively, as beneficiary, recorded in the Official Records of Contra Costa County, California substantially concurrently herewith (the "**Deed of Trust**").

The documents described in paragraphs A.1 – A.3, above, together with all financing and continuation statements to perfect the liens and security interests granted thereby, are collectively referred to herein as the "**Deed of Trust Documents**".

B. Pursuant to the Indenture, Issuer is issuing those certain County of Contra Costa Multifamily Housing Revenue Bonds (Antioch Scattered Site Renovation), Series 2018A in the aggregate principal amount of \$_____.00 (the "**Bonds**"). Pursuant to the Indenture, Assignor desires to assign and transfer to the Assignee all its right, title and interest to and its obligations under (but not any of its obligations which are not assignable as a matter of law) the Deed of Trust Documents, excluding all the Reserved Rights (as defined in the Indenture), and the Assignee desires to acquire the Assignor's rights, title and interest as aforesaid under the Deed of Trust Documents in accordance with the terms hereof. The Assignee is joining in the execution of this Assignment in order to evidence its acceptance

hereof and to agree to provide notice, opportunity to cure and approval rights as more fully set forth herein.

C. Borrower is joining in the execution of this Assignment in order to evidence its consent hereto and in order to agree that the Deed of Trust Documents shall be effective to secure the obligations of the Borrower to the Assignee as more fully set forth therein and herein.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. Definitions. All capitalized words and phrases not defined herein shall have the meaning ascribed to such words and phrases in the Loan Agreement.

Section 2. Assignment. The hereby Assignor assigns, sets over and transfers to the Assignee all the right, title and interest of the Assignor in, to and under (but not any of its obligations which are not assignable as a matter of law) the Deed of Trust Documents, excluding the Reserved Rights (as defined in the Indenture). This Assignment is made and shall be without recourse, warranty or representation of the Assignor. This Assignment is made pursuant to the Indenture, in connection with the issuance of the Bonds.

Section 3. Acceptance. The Assignee hereby accepts the assignment made pursuant to Section 2.

Section 4. Miscellaneous. In case any one or more of the provisions contained in this Assignment are invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired thereby. This Assignment may be executed in any number of counterparts, each executed counterpart constituting an original, but all counterparts together constituting only one instrument. It is the intention of the parties hereto that this Assignment and the rights and obligations of the parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of California, without reference to the conflicts of laws of the State of California.

Section 5. Successor and Assigns. This Assignment shall be binding upon and inure to the benefit of the heirs, legal representatives, assigns, and successors-in-interest of Assignor and Assignee; provided, however, this shall not be construed and is not intended to waive any restrictions on assignment, sale, transfer, mortgage, pledge, hypothecation or encumbrance by Borrower contained in any of the Deed of Trust Documents.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Deed of Trust Documents as of the date first above written.

ASSIGNOR:

COUNTY OF CONTRA COSTA, CALIFORNIA,
a political subdivision and body corporate and politic

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

DRAFT

ASSIGNEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
Jeff Bennett
Senior Vice President

DRAFT

The undersigned, being the Borrower referred to in the foregoing Assignment of Deed of Trust and Loan Documents, hereby acknowledges receipt and acceptance thereof and consents and agrees to the Assignment made therein and to the terms and provisions thereof to such Assignment.

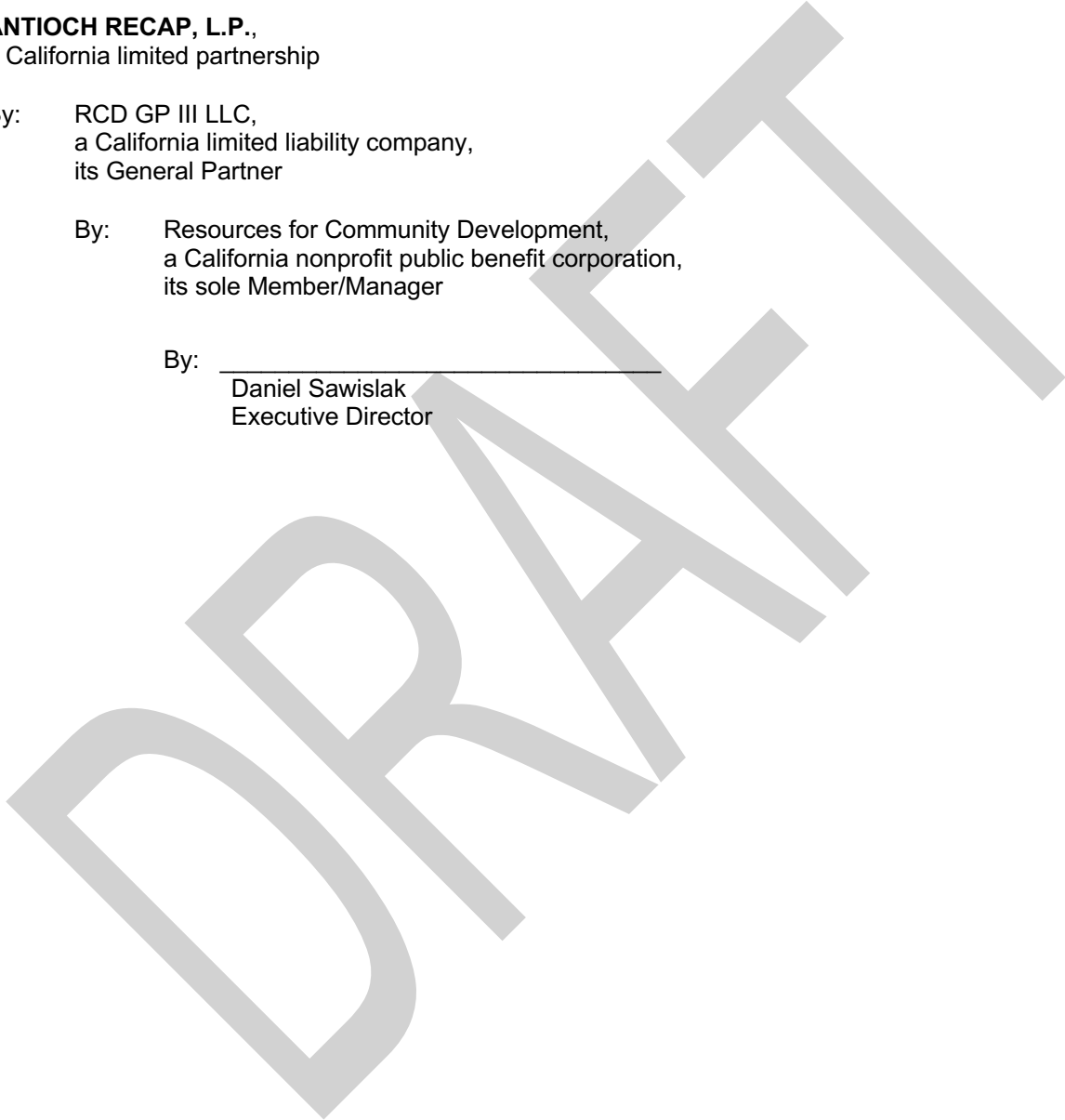
BORROWER:

ANTIOCH RECAP, L.P.,
a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its General Partner

By: Resources for Community Development,
a California nonprofit public benefit corporation,
its sole Member/Manager

By: _____
Daniel Sawislak
Executive Director



ACKNOWLEDGEMENT

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 _____)

On _____, 2018 before me, _____,
a Notary Public, personally appeared _____
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)

ACKNOWLEDGEMENT

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 _____)

On _____, 2018 before me, _____,
a Notary Public, personally appeared _____
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)

ACKNOWLEDGEMENT

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 _____)

On _____, 2018 before me, _____,
a Notary Public, personally appeared _____
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)

EXHIBIT A - PROPERTY DESCRIPTION

DRAFT

PUBLIC DISCLOSURES RELATING TO CONDUIT REVENUE OBLIGATIONS

Pursuant to California Government Code Section 5852.1, the borrower (the "Borrower") identified below has provided the following required information to the County of Contra Costa (the "Issuer") prior to the Issuer's regular meeting (the "Meeting") of its Board of Supervisors (the "Board") at which Meeting the Board will consider the authorization of conduit revenue obligations (the "Bonds") as identified below.

1. Name of Borrower: Antioch Recap, L.P.
2. Authority Meeting Date: October 16, 2018.
3. Name of Bond Issue / Conduit Revenue Obligations: Antioch Recap Series 2018A.
4. Private Placement Lender or Bond Purchaser, Underwriter or Financial Advisor (mark one) engaged by the Borrower from which the Borrower obtained the following required good faith estimates relating to the Bonds for the Borrower:
 - (A) The true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of Bonds (to the nearest ten-thousandth of one percent): 5.3260%.
 - (B) The finance charge of the Bonds, which means the sum of all fees and charges paid to third parties: \$398,311.
 - (C) The amount of proceeds received by the public body for sale of the Bonds less the finance charge of the bonds described in subparagraph (B) and any reserves or capitalized interest paid or funded with proceeds of the Bonds: \$10,475,441.
 - (D) The total payment amount, which means the sum total of all payments the borrower will make to pay debt service on the Bonds plus the finance charge of the Bonds described in subparagraph (B) not paid with the proceeds of the Bonds (which total payment amount shall be calculated to the final maturity of the Bonds): \$15,449,104.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to a variety of factors. The actual interest rates borne by the Bonds and the actual amortization of the Bonds will depend on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the County.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: October 16, 2018

Subject: Approval of HOME Loan Legal Documents for the Antioch Scattered Site Renovation Project

RECOMMENDATION(S):

In the matter of restructuring two HOME Investment Partnerships Act (HOME) loans and making a new HOME loan of \$1,300,000 to Antioch Recap, L.P. to acquire and rehabilitate the Antioch Scattered Site Renovation project that consists of Pinecrest and Terrace Glen Apartments in Antioch:

1. FIND that this project is categorically exempt per Section 15301 of the California Environmental Quality Act (CEQA);
2. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute legal documents to effect the loan;
3. DIRECT the Director of Conservation and Development to file a Notice of Exemption for the Antioch Scattered Site Renovation project with the County Clerk; and
4. DIRECT the Director of Conservation and Development, or designee, to arrange for payment of the \$50 handling fee to the County Clerk for filing such Notice of Exemption.

FISCAL IMPACT:

No General Fund impact. The loan will be funded with HOME Investment Partnerships Act (CFDA #14.239) funds, which are provided to the County on a formula allocation basis through the U.S. Department of Housing and Urban Development (HUD).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/16/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: October 16, 2018

Contact: Kristen Lackey, (925)
674-7793

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

BACKGROUND:

The Antioch Scattered Site Renovation project (the “Project”) consists of the acquisition and rehabilitation of Pinecrest and Terrace Glen apartment complexes (described below). The two properties are being combined into a single development for the purposes of financing. The two complexes together provide a large enough project to attract a favorable interest rate on construction financing and an adequate value on low income housing tax credits. Terrace Glen is currently owned by Resources for Community Development (RCD) and Pinecrest is owned by a limited partnership affiliate of RCD. Both apartment complexes have existing County HOME Investment Partnerships Act (HOME) loans.

The County actions needed to implement the proposed refinancing and rehabilitation include restructuring the existing debt (\$856,000 HOME loan on Terrace Glen and \$625,000 HOME loan on Pinecrest), loaning additional HOME funds in the amount of \$1.3 million, and setting a new 55-year term of affordability. Project specifics for each apartment complex are summarized at the end of the Background section.

The existing loans terms are both 3% simple annual interest with a term of 55 years. The loan repayment was deferred until the end of the term unless there was surplus cash flow in any year of operation. There were no payments for Pinecrest and only \$3,606 for Terrace Glen. Accrued interest to date for each loan will be added to the associated outstanding principal amounts to constitute new principal amounts for each apartment complex. The restructured loans will have a new 55-year term and carry the applicable federal interest rate at the time of transaction closing (2.99% in October 2018) with the same deferred payment/surplus cash flow repayment structure. The existing Regulatory Agreements that establish affordability commitments will be modified and updated to reflect the new terms.

The new \$1.3 million HOME allocation for this project was approved by the Board on June 26, 2018 (C.170) following a recommendation from the Affordable Housing Advisory Committee. As with the restructured loans, the loan repayment is deferred for 55 years unless there is surplus cash flow in any year of operation. This loan will bear zero percent interest in order to maximize new equity investment in the project.

All three of the loans will be included in one development loan agreement with a 55-year term. New Regulatory Agreements will be recorded on each property to reflect the additional HOME units resulting from the new loan. The legal documents associated with this transaction are attached in substantially finalized form and will be executed in a form approved by County Counsel.

In addition to the HOME loans, the project will be funded with tax-exempt bonds issued by the County (a separate item on this October 16, 2018 Board agenda addresses the bonds), low-income housing tax credits, and City of Antioch CDBG funds. The total development cost is \$20.6 million.

The project sponsor is Antioch Recap, L.P., a limited partnership comprised of RCD GP III, LLC as the managing general partner and Red Stone Equity Partners LLC as the tax credit equity investor. RCD is the sole member of RCD GP III LLC, and is a well-respected non-profit developer of affordable housing with extensive experience in Contra Costa County.

The HOME loans will be subordinate to the bond loan and the County may be requested to sign estoppel agreements to that effect. This action of the Board includes authorization of the DCD Director to execute estoppel and subordination agreements consistent with the subordination terms included in the Development Loan Agreement.

Due to the high construction costs and limited revenue from the restricted rents, the total amount of the

financing provided to the project will likely exceed the value of the completed project. Even though the proposed equity investment from low income housing tax credits is substantial compared to the amount of long term debt, the partnership agreement will have numerous safeguards of the investor's equity. These safeguards essentially subordinate the County's debt to the investor's equity. Therefore, the County HOME funds may not be fully secured through the value of the property. However, the HOME program funds are granted, not loaned, to the County, so the County general fund will not have any exposure as a result of this loan. The County structures its HOME investments as loans rather than grants in order to maintain involvement in the financial team in the event the project experiences any serious issues over the 55-year term.

The following is a summary of each property:

Pinecrest Apartments (1945 and 1949 Cavallo Road in Antioch)

In 2000, the County loaned \$625,000 of HOME funds for acquisition and rehabilitation of this 24-unit multifamily rental project. In consideration of the loan, 11 of the units were income and rent restricted as set out in a County regulatory agreement. The new loan will require 3 additional HOME units. However, all of the units are affordable due to tax credit regulations. The current rehabilitation scope of work includes interior and exterior rehabilitation including grading, retaining wall repairs, parking lot repairs, sewer line scoping, laundry room upgrades, and safety and accessibility upgrades.

Terrace Glen Apartments (35, 45, 101, 103 - 107 W. 20th Street in Antioch)

In 1996, the County loaned \$615,000 of HOME funds for the acquisition and rehabilitation of this 32-unit multifamily rental project, and another \$241,000 of HOME funds in 1998. In consideration of the loans, 16 of the units were income and rent restricted as set out in a County regulatory agreement. The new loan will require 5 additional HOME units. However, all of the units are affordable under tax credit regulations. The current rehabilitation scope of work includes interior and exterior rehabilitation including mold remediation, roof repairs, replace sewer lines, concrete repairs, and safety and accessibility upgrades.

National Environmental Policy Act (NEPA)

HOME projects are subject to NEPA and 24 CFR Part 58 review. The NEPA review for this project is complete and the developer must: (1) survey Pinecrest for lead-based paint and asbestos, and remediate if necessary; (2) remove asbestos at Terrace Glen; and (3) survey Terrace Glen for lead-based paint and remediate, if necessary. This project is categorically exempt from CEQA pursuant to Section 15301; it is the repair of existing facilities.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval and execution of the HOME legal documents, the acquisition and rehabilitation will not be done, and the properties will continue to suffer from deferred maintenance.

CHILDREN'S IMPACT STATEMENT:

The two apartment complexes making up the Antioch Renovation development provide 56 units of affordable rental housing appropriate for families. This supports outcome #3: Families are Economically Self Sufficient.

ATTACHMENTS

Antioch Reno Combined Loan Agreement

Antioch Reno Intercreditor

Antioch Reno Combined Deed of Trust

Antioch Reno New HOME Loan Note

Pinecrest Restructured HOME Loan Promissory Note
Terrace Glen Restructured HOME Loan Promissory Note
Pinecrest HOME Regulatory Agreement
Terrace Glen HOME Regulatory Agreement
Pinecrest County Regulatory Agreement
Terrace Glen County Regulatory Agreement
Pinecrest Assignment Agreement
Terrace Glen Assignment

DEVELOPMENT LOAN AGREEMENT
(Antioch Scattered Site Renovation)

This Development Loan Agreement (the "Agreement") is dated November 1, 2018, and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Antioch Recap, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. Borrower is acquiring from Resources for Community Development, a California nonprofit public benefit corporation (the "Terrace Glen Seller" or "RCD") that certain real property located at 35, 45, 101, 103, 105 and 107 W. 20th Street, and 104 and 106 W. 20th Street in the City of Antioch, County of Contra Costa, State of California, as more particularly described in Exhibit A-1 (the "Terrace Glen Property"). The Terrace Glen Property is improved with thirty-two (32) units of affordable housing and attendant site improvements (the "Terrace Glen Improvements").

C. Borrower is acquiring from Pinecrest Affordable Housing L.P., a California limited partnership (the "Pinecrest Seller") that certain real property located at 1945 and 1949 Cavallo Road in the City of Antioch, County of Contra Costa, State of California, as more particularly described in Exhibit A-2 (the "Pinecrest Property"). The Pinecrest Property is improved with twenty-four (24) units of affordable housing and attendant site improvements (the "Pinecrest Improvements").

D. The Terrace Glen Improvements, and the Pinecrest Improvements, are collectively referred to as the "Improvements." The Terrace Glen Property, and the Pinecrest Property, are collectively referred to as the "Property." The Improvements and the Property are collectively referred to as the "Development."

E. The Improvements are in need of rehabilitation. To maximize the amount of rehabilitation that may be performed on the Improvements and to provide for a common scheme of financing for the Development, the rehabilitation will be financed with a single issuance by the County of Tax-Exempt Multifamily Housing Revenue Bonds, and a single allocation of low income housing tax credits from the California Tax Credit Allocation Committee ("TCAC").

F. The County previously provided loans to the Sellers as described in more detail in Section 2.1 below. In support of the rehabilitation of the Improvements and the common scheme of financing, the County has agreed to restructure the Original County Loans and consent to their assignment to Borrower, and provide the New County Loan to Borrower. The New County Loan is more particularly described in Section 2.2 below.

G. The Restructured County Loans and New County Loan are funded with Home Investment Partnerships Act funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990

("HOME Funds"), which must be used in accordance with 24 C.F.R. Part 92 (the "HOME Regulations").

H. The sum of the combined Restructured County Loans and New County Loan is Three Million Six Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$3,670,962) (the "Combined County Loan"). The Combined County Loan is evidenced by the Notes, the Regulatory Agreements, and the Intercreditor Agreement, and is secured by the Deed of Trust.

I. Due to the assistance provided Borrower through the Combined County Loan, the County is designating thirty-five (35) units of affordable housing as assisted by the County (the "County-Assisted Units"). The County-Assisted Units are comprised of twenty-one (21) units at the Terrace Glen Improvements, and fourteen (14) units at the Pinecrest Improvements.

J. Antioch has found the Development exempt from the requirements of the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) ("CEQA") as the rehabilitation of existing improvements, and the County has found the Development exempt from the requirements of CEQA as the rehabilitation of existing improvements.

K. In accordance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"), the County has completed and approved all applicable environmental review for the activities proposed to be undertaken under this Agreement.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following terms have the following meanings:

- (a) "Accessibility Requirements" has the meaning set forth in Section 3.9 below.
- (b) "Agreement" means this Development Loan Agreement.
- (c) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Development:
- (i) property taxes and assessments imposed on the Development;
 - (ii) debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on the Permanent Loan;
 - (iii) on-site service provider fees for tenant social services, provided the County has approved, in writing, the plan and budget for such services before such services begin;

- (iv) fees paid to the Issuer with respect to the Bonds;
- (v) property management fees and reimbursements, on-site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the County;
- (vi) the Partnership/Asset Fee;
- (vii) fees for accounting, audit, and legal services incurred by Borrower's general partner in the asset management of the Development, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the Partnership/Asset Fee;
- (viii) premiums for insurance required for the Improvements to satisfy the requirements of any lender of Approved Financing;
- (ix) utility services not paid for directly by tenants, including water, sewer, and trash collection;
- (x) maintenance and repair expenses and services;
- (xi) any annual license or certificate of occupancy fees required for operation of the Development;
- (xii) security services;
- (xiii) advertising and marketing;
- (xiv) cash deposited into the Replacement Reserve Account in the amount set forth in Section 4.2(a);
- (xv) cash deposited into the Operating Reserve Account to maintain the amount set forth in Section 4.2(b) (excluding amounts deposited to initially capitalize the account);
- (xvi) payment of any previously unpaid portion of Developer Fee (without interest), not to exceed the amount set forth in Section 3.18;
- (xvii) extraordinary operating costs specifically approved in writing by the County;
- (xviii) payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and not listed above.

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve

account, any amount expended from a reserve account, and any capital cost associated with the Development.

(d) "Annual Payment" has the meaning in Section 2.10(a).

(e) "Antioch" means the City of Antioch, California, a municipal corporation.

(f) "Approved Development Budget" means the proforma development budget, including sources and uses of funds, as approved by the County, and attached hereto and incorporated herein as Exhibit B.

(g) "Approved Financing" means all of the following loans, grants and equity obtained by Borrower and approved by the County for the purpose of financing the acquisition of the Property and rehabilitation of the Development:

(i) the Restructured Antioch Loan;

(ii) County of Contra Costa Multifamily Housing Revenue Bonds (Antioch Scattered Site Renovation) Series 2018A issued by the County of Contra Costa (the "Issuer") in the approximate amount of Ten Million Four Hundred Seventy-Five Thousand Four Hundred Forty-One Dollars (\$10,475,441) (the "Bonds"), that are purchased by the Bank and the sale proceeds of which are loaned to Borrower (the "Bank Loan") which will convert to a permanent loan in the approximate amount of Four Million Six Hundred Eighty Thousand Dollars (\$4,680,000) (the "Permanent Loan");

(iii) the Low Income Housing Tax Credit investor equity funds in the approximate amount of Six Million Eight Hundred Sixty-Six Thousand Eight Hundred Seventy-Six Dollars (\$6,866,876) (the "Tax Credit Investor Equity") provided by the Investor Limited Partner;

(iv) the loan from RCD of Development reserves in the approximate amount of Two Hundred Five Thousand Nine Hundred Dollars (\$205,900) (the "Reserve Loan"); and

(v) the capital contribution from Borrower's general partner in the approximate amount of Five Hundred Forty Thousand Three Hundred Forty-Four Dollars (\$540,344,) (the "GP Capital Contribution").

(h) "Assignment Agreements" means collectively, the Pinecrest Assignment Agreement and the Terrace Glen Assignment Agreement.

(i) "Available Net Proceeds" means the result obtained by multiplying the Net Proceeds of Permanent Financing by 0.75.

(j) "Bank" means Well Fargo Bank, N.A., a national banking association, and its successors and assigns.

(k) "Bank Loan" has the meaning set forth in Section 1.1(g)(ii).

(l) "Bid Package" means the package of documents Borrower's general contractor is required to distribute to potential bidders as part of the process of selecting subcontractors for the Development. The Bid Package is to include the following: (i) an invitation to bid; (ii) copy of the proposed construction contract; (iii) a form of bid guarantee that is reasonably acceptable to the County that guarantees, at a minimum, an amount equal to five percent (5%) of the bid price; and (iv) all Construction Plans.

(m) "Bonds" has the meaning set forth in Section 1.1(g)(ii).

(n) "Borrower" has the meaning set forth in the first paragraph of this Agreement.

(o) "CEQA" has the meaning set forth in Paragraph J of the Recitals.

(p) "Closing" means the date that Borrower acquires the Property and the grant deeds evidencing such acquisition are recorded in the Official Records.

(q) "Combined County Loan" has the meaning set forth in Paragraph H of the Recitals.

(r) "Commencement of Construction" has the meaning set forth in Section 3.5.

(s) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by Antioch to certify that the Development may be legally occupied.

(t) "Construction Plans" means all construction documentation upon which Borrower and Borrower's general contractor rely in rehabilitating all the Improvements on the Property (including the units in the Development, landscaping, parking, and common areas) and includes, but is not limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings").

(u) "County" has the meaning set forth in the first paragraph of this Agreement.

(v) "County-Assisted Units" has the meaning set forth in Paragraph I of the Recitals.

(w) "County Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Combined County Loan minus any Special County Loan Repayment by the sum of (1) the Combined County Loan minus any Special County Loan Repayment, and (2) the Restructured Antioch Loan minus any Special City Loan Repayment.

(x) "County Special Repayment Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Combined County Loan by the sum of (1) the Combined County Loan and (2) the Restructured Antioch Loan.

(y) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary, that will encumber the Property to secure repayment of the Combined County Loan and performance of the covenants of the Loan Documents.

(z) "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(aa) "Developer Fee" has the meaning set forth in Section 3.18.

(bb) "Development" has the meaning set forth in Paragraph D of the Recitals.

(cc) "Eligible Household" means a household qualified to occupy a HOME-Assisted Unit pursuant to the Terrace Glen HOME Regulatory Agreement and/or the Pinecrest HOME Regulatory Agreement.

(dd) "Event of Default" has the meaning set forth in Section 6.1.

(ee) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(ff) "Final Cost Certification" has the meaning set forth in Section 4.3.

(gg) "Final Development Cost" means the total of the cost of acquisition and rehabilitation of the Development as shown on the Final Cost Certification.

(hh) "GP Capital Contribution" has the meaning set forth in Section 1.1(g)(v).

(ii) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Development. Gross Revenue includes, but is not limited to:

- (i) all rents, fees and charges paid by tenants;
- (ii) Section 8 payments or other rental subsidy payments received for the dwelling units;
- (iii) deposits forfeited by tenants;
- (iv) all cancellation fees;
- (v) price index adjustments and any other rental adjustments to leases or rental agreements;
- (vi) net proceeds from vending and laundry room machines;
- (vii) the proceeds of business interruption or similar insurance not paid to senior lenders;

(viii) the proceeds of casualty insurance not used to rebuild the Development and not paid to senior lenders; and

(ix) condemnation awards for a taking of part or all of the Development for a temporary period.

Gross Revenue does not include tenants' security deposits, loan proceeds, unexpended amounts (including interest) in any reserve account, required deposits to reserve accounts, capital contributions or similar advances.

(jj) "Hazardous Materials" means: (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law.

(kk) "Hazardous Materials Claims" means with respect to the Property (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Property pursuant to any Hazardous Materials Law; and (ii) all claims made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials.

(ll) "Hazardous Materials Law" means any federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto.

(mm) "HOME-Assisted Units" means the HOME-Assisted Units as defined in the Terrace Glen HOME Regulatory Agreement and the HOME-Assisted Units as defined in the Pinecrest HOME Regulatory Agreement.

(nn) "HOME Funds" has the meaning set forth in Paragraph G of the Recitals.

(oo) "HOME Regulations" has the meaning set forth in Paragraph G of the Recitals.

(pp) "Housing Authority" means the Housing Authority of Contra Costa County.

(qq) "HUD" has the meaning set forth in Paragraph G of the Recitals.

(rr) "Improvements" has the meaning set forth in Paragraph D of the Recitals.

(ss) "Intercreditor Agreement" means that certain intercreditor agreement of even date herewith entered into by and among Antioch, the County, and Borrower related to the

Restructured Antioch Loan, and the Combined County Loan to be recorded against the property.

- (tt) "Investor Limited Partner" means, RSEP Holding, LLC, a Delaware limited liability company.
- (uu) "Issuer" has the meaning set forth in Section 1.1(g)(ii).
- (vv) "Lenders' Share of Residual Receipts" means seventy-five percent (75%) of Residual Receipts.
- (ww) "Loan Documents" means this Agreement, the Notes, the Regulatory Agreements, the Intercreditor Agreement, and the Deed of Trust.
- (xx) "NEPA" has the meaning set forth in Paragraph K of the Recitals.
- (yy) "Net Proceeds of Permanent Financing" means the amount by which Permanent Financing exceeds the Final Development Costs.
- (zz) "New County Loan" has the meaning set forth in Section 2.2(c).
- (aaa) "New Note" has the meaning set forth in Section 2.2(c).
- (bbb) "Notes" means collectively, the New Note, the Restructured Terrace Glen Note, and the Restructured Pinecrest Note.
- (ccc) "Official Records" means the official records of Contra Costa County.
- (ddd) "Operating Reserve Account" has the meaning set forth in Section 4.2(b).
- (eee) "Original County Loans" means collectively, the Original Terrace Glen Loan and the Original Pinecrest Loan.
- (fff) "Original Pinecrest Deed of Trust" has the meaning set forth in Section 2.1(b).
- (ggg) "Original Pinecrest Intercreditor Agreement" has the meaning set forth in Section 2.1(b).
- (hhh) "Original Pinecrest Loan" has the meaning set forth in Section 2.1(b).
- (iii) "Original Pinecrest Loan Agreement" has the meaning set forth in Section 2.1(b).
- (jjj) "Original Pinecrest Note" has the meaning set forth in Section 2.1(b).
- (kkk) "Original Pinecrest Regulatory Agreement" has the meaning set forth in Section 2.1(b).
- (lll) "Original Terrace Glen Borrower" means Terrace Glen Partners, L.P., a

California limited partnership.

(mmm) "Original Terrace Glen Deed of Trust" has the meaning set forth in Section 2.1(a).

(nnn) "Original Terrace Glen Loan" has the meaning set forth in Section 2.1(a).

(ooo) "Original Terrace Glen Loan Agreement" has the meaning set forth in Section 2.1(a).

(ppp) "Original Terrace Glen Note" has the meaning set forth in Section 2.1(a).

(qqq) "Original Terrace Glen Regulatory Agreement" has the meaning set forth in Section 2.1(a).

(rrr) "Original Terrace Glen Intercreditor Agreement" has the meaning set forth in Section 2.1(a).

(sss) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership, dated on or about November 1, 2018, that governs the operation and organization of Borrower as a California limited partnership.

(ttt) "Partnership/Asset Fee" means (i) partnership management fees (including any asset management fees) payable pursuant to the Partnership Agreement to any partner or affiliate of Borrower or any affiliate of a partner of Borrower, if any, during the Fifteen Year Compliance Period, and (ii) after the expiration of the Fifteen Year Compliance Period asset management fees payable to Borrower, in the amounts approved by the County as set forth in Section 3.19.

(uuu) "Permanent Conversion" means the date the Bank Loan converts to the Permanent Loan.

(vvv) "Permanent Financing" means the sum of the following amounts: (i) the Permanent Loan; (ii) the Combined County Loan; (iii) the Restructured Antioch Loan; (iv) the Reserve Loan; (v) the Tax Credit Investor Equity; and (vi) the GP Capital Contribution.

(www) "Permanent Loan" has the meaning set forth in Section 1.1(g)(ii).

(xxx) "Pinecrest Assignment Agreement" means the Assignment, Assumption and Consent Agreement dated September 30, 2018, by and among the Pinecrest Seller, the County, and Borrower, pursuant to which the Pinecrest Seller is assigning the Original Pinecrest Loan to Borrower and Borrower is assuming the Original Pinecrest Loan, as consented to by the County.

(yyy) "Pinecrest County Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing County requirements applicable to the County-Assisted Units located in the Pinecrest Improvements, to be recorded against the Pinecrest Property.

(zzz) "Pinecrest HOME Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing HUD requirements applicable to the County-Assisted Units located in the Pinecrest Improvements, to be recorded against the Pinecrest Property.

(aaaa) "Pinecrest Improvements" has the meaning set forth in Paragraph C of the Recitals.

(bbbb) "Pinecrest Property" has the meaning set forth in Paragraph C of the Recitals.

(cccc) "Pinecrest Seller" has the meaning set forth in Paragraph C of the Recitals.

(dddd) "Property" has the meaning set forth in Paragraph D of the Recitals.

(eeee) "RCD" has the meaning set forth in Paragraph B of the Recitals.

(ffff) "Regulatory Agreements" means the Terrace Glen HOME Regulatory Agreement, the Terrace Glen County Regulatory Agreement, the Pinecrest HOME Regulatory Agreement, and the Pinecrest County Regulatory Agreement.

(gggg) "Rehabilitation Standards" mean the Minimum Multi-Family Housing Rehabilitation Standards dated March 2017 and prepared by the County.

(hhhh) "Rental Shortfall Due Date" has the meaning set forth in Section 2.10(c).

(iiii) "Rental Shortfall Payment" has the meaning set forth in Section 2.10(c).

(jjjj) "Replacement Reserve Account" has the meaning set forth in Section 4.2(a).

(kkkk) "Reserve Loan" has the meaning set forth in Section 1.1(g)(iv).

(llll) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(mmmm) "Restructured Antioch Loan" means collectively, (i) the Eight Hundred Seventy Thousand Dollars (\$870,000) loan from Antioch to the Pinecrest Seller as assigned to and assumed by Borrower, and (ii) the One Million Three Hundred Ninety-Seven Thousand Six Hundred Twenty-Five Dollars (\$1,397,625) loan from Antioch to the Terrace Glen Seller as assigned to and assumed by Borrower, both restructured so that the new combined principal amount is Three Million Five Hundred Twenty-Nine Thousand Six Hundred Thirty-Eight Dollars (\$3,529,638).

(nnnn) "Restructured County Loans" means the Restructured Terrace Glen Loan and the Restructured Pinecrest Loan, with a combined principal balance of Two Million Three Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$2,370,962).

(oooo) "Restructured Pinecrest Loan" has the meaning set forth in Section 2.2(b).

- (pppp) "Restructured Pinecrest Note" has the meaning set forth in Section 2.2(b).
- (qqqq) "Restructured Terrace Glen Loan" has the meaning set forth in Section 2.2(a).
- (rrrr) "Restructured Terrace Glen Note" has the meaning set forth in Section 2.2(a).
- (ssss) "Retention Amount" means Twenty Thousand Dollars (\$20,000) of the New County Loan, the disbursement of which is described in Section 2.9.
- (tttt) "Sellers" means collectively the Terrace Glen Seller and the Pinecrest Seller.
- (uuuu) "Senior Loan" has the meaning set forth in Section 2.7.
- (vvvv) "Special City Loan Payment" has the meaning set forth in the Intercreditor Agreement.
- (wwww) "Special County Loan Payment" has the meaning in Section 2.8(b).
- (xxxx) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.
- (yyyy) "Tax Credit Investor Equity" has the meaning set forth in Section 1.1(g)(iii).
- (zzzz) "TCAC" has the meaning set forth in Paragraph E of the Recitals.
- (aaaa) "Tenant" means the tenant household that occupies a unit in the Development.
- (bbbb) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this Agreement.
- (cccc) "Terrace Glen Assignment Agreement" means the Assignment, Assumption and Consent Agreement dated September 30, 2018, by and among the Terrace Glen Seller, the County, and Borrower, pursuant to which the Terrace Glen Seller is assigning the Original Terrace Glen Loan to Borrower and Borrower is assuming the Original Terrace Glen Loan, as consented to by the County.
- (dddd) "Terrace Glen County Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing County requirements applicable to the County-Assisted Units located in the Terrace Glen Improvements, to be recorded against the Terrace Glen Property.

(eeee) "Terrace Glen HOME Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing HUD requirements applicable to the County-Assisted Units located in the Terrace Glen Improvements, to be recorded against the Terrace Glen Property.

(ffff) "Terrace Glen Improvements" has the meaning set forth in Paragraph B of the Recitals.

(ggggg) "Terrace Glen Property" has the meaning set forth in Paragraph B of the Recitals.

(hhhhh) "Terrace Glen Seller" has the meaning set forth in Paragraph B of the Recitals.

(iiii) "Transfer" has the meaning set forth in Section 6.1 of the Regulatory Agreements.

Section 1.2 Exhibits

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A-1: Legal Description of the Terrace Glen Property
- Exhibit A-2: Legal Description of the Pinecrest Property
- Exhibit B: Approved Development Budget
- Exhibit C: NEPA Mitigation Requirements

ARTICLE 2 LOAN PROVISIONS

Section 2.1 Overview of Original Development Loans.

(a) Original Terrace Glen Loan. The County made a loan of Six Hundred Fifteen Thousand Dollars (\$615,000) in HOME Funds to the Original Terrace Glen Borrower on November 4, 1996, which loan was increased to Eight Hundred Fifty-Six Thousand Dollars (\$856,000) on August 5, 1998, as assigned to the Terrace Glen Seller (the "Original Terrace Glen Loan"). The Original Terrace Glen Loan was evidenced by that certain HOME Loan Agreement dated November 4, 1996, between the County and the Original Terrace Glen Borrower as amended by a First Amendment to HOME Loan Agreement dated August 5, 1998 (the "Original Terrace Glen Loan Agreement") and that certain promissory note executed by The Original Terrace Glen Borrower for the benefit of the County dated November 4, 1996, as superseded by that certain promissory note dated August 5, 1998 in the amount of Eight Hundred Fifty-Six Thousand Dollars (\$856,000) (the "Original Terrace Glen Note"). The Original Terrace Glen Loan was secured against the Terrace Glen Property by a Deed of Trust and Security Agreement dated August 5, 1998, executed by the Original Terrace Glen Borrower and recorded in the Official Records on August 25, 1998, as Instrument No. 98-202838 (the "Original Terrace Glen Deed of Trust"). In connection with the Original Terrace Glen Loan, The Original Terrace Glen

Borrower and the County entered into a Regulatory Agreement and Declaration of Restrictive Covenants dated November 4, 1996, recorded in the Official Records against the Terrace Glen Property on November 6, 1996, as Instrument No. 96-210492, as amended by a First Amendment to Regulatory Agreement dated August 5, 1998, recorded in the Official Records against the Terrace Glen Property on August 25, 1998, as Instrument No. 98-202840 (the "Original Terrace Glen Regulatory Agreement"). The Original Terrace Glen Loan was also evidenced by an Intercreditor Agreement by and among the County, Antioch, and the Original Terrace Glen Borrower dated, November 4, 1996, recorded in the Official Records against the Terrace Glen Property on November 6, 1996, as Instrument No. 96-210496, as amended by a First Amendment to Intercreditor Agreement dated August 5, 1998, recorded in the Official Records against the Terrace Glen Property on August 25, 1998, as Instrument No. 98-202844 (the "Original Terrace Glen Intercreditor Agreement").

(b) Original Pinecrest Loan. The County made a loan of Six Hundred Twenty-Five Thousand Dollars (\$625,000) in HOME Funds to the Pinecrest Seller on September 18, 2000 (the "Original Pinecrest Loan"). The Original Pinecrest Loan was evidenced by that certain HOME Loan Agreement dated September 18, 2000, between the County and the Pinecrest Seller, as amended by a First Amendment to HOME Loan Agreement dated November 1, 2000 (the "Original Pinecrest Loan Agreement") and that certain promissory note executed by the Pinecrest Seller for the benefit of the County dated September 18, 2000 (the "Original Pinecrest Note"). The Original Pinecrest Loan was secured against the Pinecrest Property by a Deed of Trust with Assignment of Rents and Security Agreement dated September 18, 2000, executed by the Pinecrest Seller and recorded in the Official Records on September 21, 2000, as Instrument No. 2000-204511 (the "Original Pinecrest Deed of Trust"). In connection with the Original Pinecrest Loan, the Pinecrest Seller and the County entered into a Regulatory Agreement and Declaration of Restrictive Covenants dated September 18, 2000, recorded in the Official Records against the Pinecrest Property on September 21, 2000, as Instrument No. 2000-204510 (the "Original Pinecrest Regulatory Agreement"). The Original Pinecrest Loan was also evidenced by an Intercreditor Agreement by and among the County, Antioch, and the Pinecrest Seller dated September 18, 2000, recorded in the Official Records against the Pinecrest Property on September 21, 2000, as Instrument No. 2000-204507 (the "Original Pinecrest Intercreditor Agreement").

(c) Assignment and Assumption of Original County Loans. Concurrently with the execution of this Agreement, Borrower is assuming the Original County Loans from the Sellers, pursuant to the Assignment Agreements.

Section 2.2 Combined County Loan.

(a) Terrace Glen Loan Amount. The outstanding principal balance of the Original Terrace Glen Loan as of the date of this Agreement is Eight Hundred Fifty-Six Thousand Dollars (\$856,000). As of the date of this Agreement: (i) the Original Terrace Glen Loan has accrued interest from the date of disbursement at a simple interest rate of three percent (3%). The interest accrued to date on the Original Terrace Glen Loan is Five Hundred Fifty-Six Thousand Eight Hundred Twenty-Seven Dollars (\$556,827), which amount is being capitalized into the outstanding principal balance on the Original Terrace Glen Loan for a total of One Million Four Hundred Twelve Thousand Eight Hundred Twenty-Seven Dollars (\$1,412,827) (the "Restructured Terrace Glen Loan"). The Restructured Terrace Glen Loan is evidenced by a

promissory note executed by Borrower in the amount of the Restructured Terrace Glen Loan for the benefit of the County (the "Restructured Terrace Glen Note").

(b) Pinecrest Loan Amount. The outstanding principal balance of the Original Pinecrest Loan as of the date of this Agreement is Six Hundred Twenty-Five Thousand Dollars (\$625,000). As of the date of this Agreement the Original Pinecrest Loan has accrued interest from the date of disbursement at a simple interest rate of three percent (3%). The interest accrued to date on the Original Pinecrest Loan is Three Hundred Thirty-Three Thousand One Hundred Thirty-Five Dollars (\$333,135), which amount is being capitalized into the outstanding principal balance on the Original Pinecrest Loan for a total of Nine Hundred Fifty-Eight Thousand One Hundred Thirty-Five Dollars (\$958,135) (the "Restructured Pinecrest Loan"). The Restructured Pinecrest Loan is evidenced by a promissory note executed by Borrower in the amount of the Restructured Pinecrest Loan for the benefit of the County (the "Restructured Pinecrest Note").

(c) New County Loan. Through this Agreement, the County is loaning Borrower One Million Three Hundred Thousand Dollars (\$1,300,000) in HOME Funds (the "New County Loan"), evidenced by a promissory note executed by Borrower in the amount of the New County Loan for the benefit of the County (the "New Note").

(d) Combined County Loan. The Combined County Loan equals the sum of the Restructured County Loans and the New County Loan for a total amount of Three Million Six Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$3,670,962). Upon satisfaction of the conditions set forth in Section 2.8 and Section 2.9 of this Agreement, the County shall lend to Borrower the Combined County Loan for the purposes set forth in Section 2.5 of this Agreement. Borrower's obligation to repay the Combined County Loan is evidenced by the Notes.

Section 2.3 New County Loan Documents.

(a) Loan Agreement. This Agreement replaces the following documents in their entirety: the Original Pinecrest Loan Agreement, and the Original Terrace Glen Loan Agreement, and such documents are deemed terminated hereby.

(b) Promissory Notes. At Closing, the County is cancelling the Original Pinecrest Note, and the Original Terrace Glen Note, and Borrower will execute the Notes.

(c) Deed of Trust. At Closing, the County is reconveying the Original Terrace Glen Deed of Trust, and the Original Pinecrest Deed of Trust, and recording the Deed of Trust as a lien against the Property.

(d) Regulatory Agreements; Affordability Notice. At Closing, the County is terminating the Original Pinecrest Regulatory Agreement, and the Original Terrace Glen Regulatory Agreement, and recording the Regulatory Agreements against the Property.

(e) Intercreditor Agreements. At Closing, the County is terminating the Original Pinecrest Intercreditor Agreement, and the Original Terrace Glen Intercreditor Agreement, and recording the Intercreditor Agreement against the Property.

Section 2.4 Interest on Loans.

(a) Restructured Terrace Glen Loan. Subject to the provisions of subsection (d) below, interest accrues on the outstanding principal balance of the Restructured Terrace Glen Loan at a rate of interest equal to [_____] compounding annually, commencing on the date of the Restructured Terrace Glen Note. It is the intent that the interest rate stated in this Section 2.4(a) is the Applicable Federal Rate applicable to long-term loans with annual compounding, as calculated in accordance with Internal Revenue Code Section 1274(d) as of the date of the Restructured Terrace Glen Note.

(b) Restructured Pinecrest Loan. Subject to the provisions of subsection (d) below, interest accrues on the outstanding principal balance of the Restructured Pinecrest Loan at a rate of interest equal to [_____] compounding annually, commencing on the date of the Restructured Pinecrest Note. It is the intent that the interest rate stated in this Section 2.4(b) is the Applicable Federal Rate applicable to long-term loans with annual compounding, as calculated in accordance with Internal Revenue Code Section 1274(d) as of the date of the Restructured Pinecrest Note.

(c) New County Loan. Subject to the provisions of subsection (d) below, the New County Loan will not bear interest.

(d) Default Interest. Upon the occurrence of an Event of a Default, interest on the outstanding principal balance of the Combined County Loan will accrue at the Default Rate, beginning on the date of such occurrence and continuing until the date the Combined County Loan is repaid in full or the Event of Default is cured.

Section 2.5 Use of New County Loan.

(a) Borrower shall use the New County Loan for permits, fees, and construction costs, in amounts consistent with the Approved Development Budget. Use of the New County Loan for reimbursement of costs incurred prior to the date of this Agreement is subject to Section 92.206(d)(1) of the HOME Regulations.

(b) Borrower may not use the New County Loan for any other purposes without the prior written consent of the County.

Section 2.6 Security.

In consideration of the Combined County Loan, Borrower shall (i) secure its obligation to repay the Combined County Loan, as evidenced by the Notes, by executing the Deed of Trust, and cause or permit it to be recorded as a lien against the Property, junior to the Bank Loan (and upon Permanent Conversion, to the Permanent Loan) pursuant to Section 2.7 below, senior to the Reserve Loan, and equal in lien priority to the Restructured Antioch Loan pursuant to the Intercreditor Agreement, and (ii) execute the Regulatory Agreements, and the Intercreditor Agreement, and cause or permit them to be recorded against the Property.

Section 2.7 Subordination.

(a) Any agreement by the County to subordinate the Deed of Trust and/or Regulatory Agreements to an encumbrance securing and/or evidencing the Bank Loan, the Permanent Loan, or any loan obtained by Borrower to refinance the Bank Loan (the "Senior Loan") will be subject to the satisfaction of each of the following conditions:

(i) All of the proceeds of the Senior Loan, less any transaction costs, are used to provide acquisition, construction and/or permanent financing for the Development.

(ii) The lender of the Senior Loan is a state or federally chartered financial institution, a nonprofit corporation or a public entity that is not affiliated with Borrower or any of Borrower's affiliates, other than as a depositor or a lender.

(iii) Borrower demonstrates to the County's satisfaction that subordination of the Deed of Trust and the Regulatory Agreements is necessary to secure adequate acquisition, construction, and/or permanent financing to ensure the viability of the Development, including the operation of the Development as affordable housing, as required by the Loan Documents. To satisfy this requirement, Borrower must provide to the County, in addition to any other information reasonably required by the County, evidence demonstrating that the proposed amount of the Senior Loan is necessary to provide adequate acquisition, construction, and/or permanent financing to ensure the viability of the Development, and adequate financing for the Development would not be available without the proposed subordination.

(iv) The subordination agreement(s) is structured to minimize the risk that the Deed of Trust and the Regulatory Agreements will be extinguished as a result of a foreclosure by the Bank or other holder of the Senior Loan. To satisfy this requirement, the subordination agreement must provide the County with adequate rights to cure any defaults by Borrower, including: (1) providing the County or its successor with copies of any notices of default at the same time and in the same manner as provided to Borrower; and (2) providing the County with a cure period of at least sixty (60) days to cure any default.

(v) The subordination(s) of the Combined County Loan is effective only during the original term of the Senior Loan and any extension of its term that is approved in writing by the County.

(vi) The subordination does not limit the effect of the Deed of Trust and the Regulatory Agreements before a foreclosure, nor require the consent of the holder(s) of the Senior Loan prior to the County exercising any remedies available to the County under the Loan Documents.

(b) Upon a determination by the County's Director – Department of Conservation and Development that the conditions in Subsection (a) have been satisfied, the Director – Department of Conservation and Development or his/her designee will be authorized to execute the approved subordination agreement without the necessity of any further action or approval.

(c) The County agrees to subordinate the Deed of Trust and the Regulatory Agreements to that certain Rental Assistance Demonstration (RAD) Use Agreement to be

entered into between HUD and Borrower, pursuant to a form of subordination agreement provided by HUD and approved by the County.

Section 2.8 Conditions Precedent to Disbursement of New County Loan for Construction.

Until the conditions set forth in Section 2.9 have been met, the disbursements made pursuant to this Agreement may not exceed One Million Two Hundred Eighty Thousand Dollars (\$1,280,000). The County is not obligated to disburse any portion of the New County Loan, or to take any other action under the Loan Documents unless all of the following conditions have been and continue to be satisfied:

- (a) There exists no Event of Default nor any act, failure, omission or condition that would constitute an Event of Default under this Agreement;
- (b) Borrower holds title to the Property or is acquiring title to the Property simultaneously with the disbursement of the New County Loan;
- (c) Borrower has delivered to the County a copy of a corporate resolution authorizing Borrower to obtain the Combined County Loan and all other Approved Financing, and execute the Loan Documents;
- (d) There exists no material adverse change in the financial condition of Borrower from that shown by the financial statements and other data and information furnished by Borrower to the County prior to the date of this Agreement;
- (e) Borrower has furnished the County with evidence of the insurance coverage meeting the requirements of Section 4.13 below;
- (f) Borrower has executed and delivered to the County the Loan Documents and has caused all other documents, instruments, and policies required under the Loan Documents to be delivered to the County;
- (g) The Deed of Trust, the Regulatory Agreements, and the Intercreditor Agreement, have been recorded against the Property in the Office of the Recorder of the County of Contra Costa;
- (h) A title insurer reasonably acceptable to the County is unconditionally and irrevocably committed to issuing an LP-10 2006 ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Combined County Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the County, and containing such endorsements as the County may reasonably require. Borrower shall provide whatever documentation (including an indemnification agreement), deposits or surety is reasonably required by the title company in order for the County's Deed of Trust to be senior in lien priority to any mechanics liens in connection with any start of construction that has occurred prior to the recordation of the Deed of Trust against the Property in the Office of the Recorder of the County of Contra Costa;

(i) All environmental review necessary for the rehabilitation of the Development has been completed, and Borrower has provided the County evidence of planned compliance with all NEPA and CEQA requirements and mitigation measures applicable to construction, and evidence of compliance with all NEPA and CEQA requirements and mitigation measures applicable to preconstruction;

(j) The County has determined the undisbursed proceeds of the New County Loan, together with other funds or firm commitments for funds that Borrower has obtained in connection with the rehabilitation of the Development, are not less than the amount the County determines is necessary to pay for the rehabilitation of the Development and to satisfy all of the covenants contained in this Agreement and the Regulatory Agreements;

(k) Borrower has obtained all permits and approvals necessary for the rehabilitation of the Development;

(l) The County has received and approved the Bid Package for the subcontractors for the rehabilitation of the Development pursuant to Section 3.2 below;

(m) The County has received and approved the general contractor's construction contract that Borrower has entered or proposed to enter for the rehabilitation of the Development pursuant to Section 3.3 below;

(n) The County has received and approved labor and material (payment) bonds and performance bonds as required pursuant to Section 3.4 below;

(o) Borrower has closed the loans and the equity financings that comprise the Approved Financing described in Section 1.1(g) and has already received, or is eligible to receive, the funds;

(p) The County has received a fully executed copy of the Partnership Agreement, in which the Investor Limited Partner is obligated to provide Borrower the Tax Credit Investor Equity;

(q) Borrower has provided the County a certification from the Development architect or qualified accessibility specialist that the construction plans are in conformance with the Accessibility Requirements;

(r) The County has received fully executed copies of the RAD Delayed Conversion Agreements between Borrower and the Housing Authority governing the commitment of project-based Section 8 rental assistance through the Rental Assistance Demonstration Program by the Housing Authority for twelve (12) units in the Terrace Glen Improvements and nine (9) units in the Pinecrest Improvements;

(s) The County has received fully executed copies of the Agreement to Enter Housing Assistance Payment Contracts between Borrower and the Housing Authority governing the commitment of project-based Section 8 rental assistance for four (4) units in the Terrace Glen Improvements and three (3) units in the Pinecrest Improvements by the Housing Authority;

(t) The County has received reasonable evidence that the local match requirements set forth in 24 C.F.R. Section 92.218 et seq., have been satisfied pursuant to Section 4.1 of this Agreement; and

(u) The County has received a written draw request from Borrower, including: (i) certification that the condition set forth in Section 2.8(a) continues to be satisfied; (ii) certification that the proposed uses of funds is consistent with the Approved Development Budget; (iii) the amount of funds needed; and, (iv) where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. When a disbursement is requested to pay any contractor in connection with improvements on the Property, the written request must be accompanied by: (1) certification by Borrower's architect reasonably acceptable to the County that the work for which disbursement is requested has been completed (although the County reserves the right to inspect the Property and make an independent evaluation); and (2) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to the County.

Section 2.9 Conditions Precedent to Disbursement of Retention.

The County is not obligated to disburse the Retention Amount unless the following conditions precedent are satisfied:

(a) The County has received a completion report from Borrower setting forth: (i) the income, household size, race, and ethnicity of Tenants of the County-Assisted Units; (ii) and the unit address, unit size, rent amount and utility allowance for all County-Assisted Units;

(b) The County has received a draft Cost Certification for the Development from Borrower showing all uses and sources;

(c) The County has received from Borrower copies of the certificate of occupancy or equivalent final permit sign-offs for the Development;

(d) The County has received from Borrower current evidence of the insurance coverage meeting the requirements of Section 4.14 below;

(e) The County has received from Borrower a form of Tenant lease;

(f) The County has received from Borrower a Marketing Plan, Tenant Selection Plan, and Social Services Plan as defined in the Regulatory Agreements;

(g) The County has received from Borrower evidence of marketing for any vacant County Assisted Unit in the Development such as copies of flyers, list of media ads, list of agencies and organizations receiving information on availability of such units, as applicable;

(h) The County has received from Borrower all relevant contract activity information, including compliance with Section 3 requirements as set forth in Section 4.6(b)(9) of the Pinecrest HOME Regulatory Agreement and Section 4.6(b)(9) of the Terrace Glen HOME Regulatory Agreement, and MBE/WBE requirements;

(i) If Borrower was required to comply with relocation requirements as set forth in Section 3.10 below, the County has received from Borrower evidence of compliance

with all applicable relocation requirements;

(j) The County has received from Borrower a copy of the management agreement and contact information for the property manager of the Development and the name and phone number of the on-site property manager;

(k) If Borrower is required to pay prevailing wages under the Davis-Bacon Act (40 U.S.C. 3141-3148), the County has received confirmation that Borrower has submitted all certified payrolls to the County, and any identified payment issues have been resolved, or Borrower is working diligently to resolve any such issues;

(l) The County has received from Borrower evidence of compliance with all NEPA mitigation requirements as set forth in Exhibit C;

(m) The County has received fully executed copies of the Housing Assistance Payment Contracts between Borrower and the Housing Authority governing the provision of project-based Section 8 rental assistance for four (4) units in the Terrace Glen Improvements and three (3) units in the Pinecrest Improvements by the Housing Authority;

(n) The County has received fully executed copies of the Rental Assistance Demonstration Housing Assistance Payment Contracts between Borrower and the Housing Authority governing the provision of project-based Section 8 rental assistance by the Housing Authority for twelve (12) units in the Terrace Glen Improvements and nine (9) units in the Pinecrest Improvements; and

(o) The County has received a written draw request from Borrower, including certification that the condition set forth in Section 2.8(a) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Approved Development Budget, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. Borrower shall apply the disbursement for the purpose(s) requested.

Section 2.10 Repayment Schedule.

(a) Annual Payments of Combined County Loan. Commencing on June 1, 2020 and on June 1 of each year thereafter during the Term, Borrower shall make a Combined County Loan payment in an amount equal to the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts (each such payment, an "Annual Payment"). The County shall apply all Annual Payments first, to accrued interest; and second, to principal.

(b) Special Repayments of Combined County Loan from Net Proceeds of Permanent Financing. No later than ten (10) days after the date Borrower receives its final capital contribution from the Investor Limited Partner, Borrower shall pay to the County as a special repayment of the Combined County Loan, an amount equal to the result obtained by multiplying the County Special Repayment Prorata Percentage by the Available Net Proceeds (the "Special County Loan Payment"). No later than one hundred eighty (180) days following completion of rehabilitation of the Development, Borrower shall submit to the County for its review a preliminary calculation of the Net Proceeds of Permanent Financing and a draft of the Final Cost Certification. The County shall approve or disapprove Borrower's determination of

the amount of the Net Proceeds of Permanent Financing in writing within thirty (30) days after receipt. If Borrower's determination is disapproved by the County, Borrower shall re-submit documentation to the County until the County approval is obtained.

(c) Special Repayment of Combined County Loan for Failure to Lease. If on or before the Rental Shortfall Due Date, Borrower fails to cause each of the HOME-Assisted Units be rented to and occupied by an Eligible Household in accordance with Section 2.1 of the Pinecrest HOME Regulatory Agreement and/or Section 2.1 of the Terrace Glen HOME Regulatory Agreement, Borrower shall pay the County the Rental Shortfall Payment, plus accrued interest, on the Rental Shortfall Due Date.

(i) The "Rental Shortfall Due Date" is the date that occurs eighteen (18) months after the Completion Date.

(ii) The "Rental Shortfall Payment" is an amount equal to the result obtained by multiplying (1) the number of HOME-Assisted Units that have not been rented to and occupied by an Eligible Household on or before the Rental Shortfall Due Date, by (2) a fraction, the numerator of which is the then-outstanding principal balance of the HOME Funds portion of the New County Loan and the denominator of which is the number of HOME-Assisted Units.

(iii) Interest on the Rental Shortfall Payment will accrue in accordance with Section 2.4(c) through the Rental Shortfall Due Date. If the Rental Shortfall Payment is not paid on or before the Rental Shortfall Due Date, interest on the Rental Shortfall Payment will accrue at the Default Rate beginning on the day after the Rental Shortfall Due Date and continuing until the Rental Shortfall Payment is paid in full with interest.

(d) Payment in Full of Combined County Loan. Borrower shall pay all outstanding principal and accrued interest on the Combined County Loan, in full, on the earliest to occur of: (i) any Transfer other than as permitted pursuant to Section 6.1 of the Regulatory Agreements; (ii) an Event of Default; and (iii) the expiration of the Term.

(e) Prepayment. Borrower may prepay the Combined County Loan at any time without premium or penalty. However, the Regulatory Agreements and the Deed of Trust (as security for the Regulatory Agreement) will remain in effect for the entire Term, regardless of any prepayment or Transfer.

Section 2.11 Reports and Accounting of Residual Receipts.

(a) Borrower shall keep and maintain at the principal place of business of Borrower set forth in Section 7.9 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts and disbursements of Residual Receipts.

(b) In connection with the Annual Payment, Borrower shall furnish to the County:

(i) The Statement of Residual Receipts for the relevant period. The first Statement of Residual Receipts will cover the period that begins on January 1, 2019 and ends on December 31st of that same year. Subsequent statements of Residual Receipts will cover the twelve-month period that ends on December 31 of each year;

(ii) A statement from the independent public accountant that audited Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lenders' Share of Residual is accurate based on Gross Revenue and Annual Operating Expenses; and

(iii) Any additional documentation reasonably required by the County to substantiate Borrower's calculation of Lenders' Share of Residual Receipts.

(c) The receipt by the County of any statement pursuant to subsection (b) above or any payment by Borrower or acceptance by the County of any Combined County Loan repayment for any period does not bind the County as to the correctness of such statement or payment. The County may audit the Residual Receipts and all books, records, and accounts pertaining thereto pursuant to Section 4.6 below.

Section 2.12 Non-Recourse.

Except as provided below, neither Borrower, nor any partner of Borrower, has any direct or indirect personal liability for payment of the principal of, and interest on, the Combined County Loan. Following recordation of the Deed of Trust, the sole recourse of the County with respect to the principal of, or interest on, the Notes will be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability limits or impairs the enforcement of all the rights and remedies of the County against all such security for the Notes, or impairs the right of County to assert the unpaid principal amount of the Notes as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation to repay the principal and interest on the Notes. Nothing contained herein is intended to relieve Borrower of its obligation to indemnify the County under the Loan Documents, or liability for: (i) loss or damage of any kind resulting from waste, fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

ARTICLE 3 REHABILITATION OF THE DEVELOPMENT

Section 3.1 Permits and Approvals.

Borrower shall obtain all permits and approvals necessary for the commencement of rehabilitation of the Development no later than November 15, 2018, or such later date that the County approves in writing.

Section 3.2 Bid Package.

Not later than thirty (30) days prior to Borrower's proposed date for advertising the Bid Package, Borrower shall submit to the County a copy of Borrower's general contractor's proposed Bid Package. The County's Director, Department of Conservation and Development, or his or her designee, shall approve or disapprove the Bid Package within fifteen (15) days after receipt of the Bid Package by the County. If the County rejects the proposed Bid Package the reasons therefore must be given to Borrower. Borrower will then have fifteen (15) days to revise the proposed Bid Package and resubmit it to the County. The County will then have fifteen (15) days to review and approve Borrower's new or corrected Bid Package. The provisions of this Section will continue to apply until a proposed Bid Package has been approved by the County. Borrower may not publish a proposed Bid Package until it has been approved by the County.

Section 3.3 Construction Contract.

(a) Not later than fifteen (15) days prior to the proposed Commencement of Construction, Borrower shall submit to the County for its approval a draft of the proposed construction contract for the Development. All construction work and professional services are to be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California. Each contract that Borrower enters for rehabilitation of the Development is to provide that at least ten percent (10%) of the costs incurred will be payable only upon completion of the rehabilitation, subject to early release of retention for specified subcontractors upon approval by the County. The construction contract will include all applicable HOME requirements set forth in Section 4.6 of the Pinecrest HOME Regulatory Agreement and Section 4.6 of the Terrace Glen HOME Regulatory Agreement. The County's approval of the construction contract may not be deemed to constitute approval of or concurrence with any term or condition of the construction contract except as such term or condition may be required by this Agreement.

(b) Upon receipt by the County of the proposed construction contract, the County shall promptly review same and approve or disapprove it within ten (10) days. If the construction contract is not approved by the County, the County shall set forth in writing and notify Borrower of the County's reasons for withholding such approval. Borrower shall thereafter submit a revised construction contract for County approval, which approval is to be granted or denied in ten (10) days in accordance with the procedures set forth above. Any construction contract executed by Borrower for the Development is to be in the form approved by the County.

Section 3.4 Construction Bonds.

Not later than thirty (30) days prior to the proposed Commencement of Construction Borrower shall deliver to the County copies of labor and material bonds and performance bonds for the rehabilitation of the Development in an amount equal to one hundred percent (100%) of the scheduled cost of the rehabilitation of the Development. Such bonds must name the County as a co-obligee.

Section 3.5 Commencement of Construction.

Borrower shall cause the Commencement of Construction of the Development to occur no later than December 1, 2018, or such later date that the County approves in writing, but in no event later than 1 year from date of this Agreement. For the purposes of this Agreement, "Commencement of Construction" means the date set for the start of rehabilitation of the Development in the notice to proceed issued by Borrower to Borrower's general contractor.

Section 3.6 Completion of Construction.

Borrower shall diligently prosecute rehabilitation of the Development to completion, and shall cause the rehabilitation of the Development to be completed no later than December 31, 2019, or such later date that the County approves in writing.

Section 3.7 Changes; Construction Pursuant to Plans and Laws.

(a) Changes. Borrower shall rehabilitate the Development in conformance with (i) the plans and specifications approved by the building department of Antioch, and (ii) the Approved Development Budget. Borrower shall notify the County in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by Antioch. Written authorization from the County must be obtained before any of the following changes, additions, or deletions in work for the Development may be performed: (i) any change in the work the cost of which exceeds Fifty Thousand Dollars (\$50,000); or (ii) any set of changes in the work the cost of which cumulatively exceeds One Hundred Fifty Thousand Dollars (\$150,000) or ten percent (10%) of the Combined County Loan amount, whichever is less; or (iii) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Development as provided for in the plans and specifications approved by the County. The County's consent to any additions, changes, or deletions to the work does not relieve or release Borrower from any other obligations under this Agreement, or relieve or release Borrower or its surety from any surety bond.

(b) Compliance with Laws. Borrower shall cause all work performed in connection with the Development to be performed in compliance with:

(i) all applicable laws, codes (including building codes and codes applicable to mitigation of disasters such as earthquakes), ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter;

(ii) the HOME Regulations including the property standards set out in 24 C.F.R. 92.251 as implemented by Section 5.6 of the Pinecrest HOME Regulatory Agreement and Section 5.6 of the Terrace Glen HOME Regulatory Agreement;

(iii) the requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35;

(iv) the Rehabilitation Standards provided by the County; and

(v) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. Borrower may permit the work to proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Borrower is responsible to the County for the procurement and maintenance thereof.

Section 3.8 Prevailing Wages.

(a) Davis Bacon.

(i) To the extent required by Development funding sources, Borrower shall cause rehabilitation of the Development to be in compliance with the prevailing wage requirements of the federal Davis-Bacon Act (40 U.S.C. 3141-3148).

(ii) Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations in connection with the rehabilitation of the Development or any other work undertaken or in connection with the Property. This obligation to indemnify survives termination of this Agreement, repayment of the Combined County Loan and the reconveyance of the Deed of Trust.

(b) State Prevailing Wages.

(i) To the extent required by applicable law Borrower shall:

(1) pay, and shall cause any consultants or contractors to pay, prevailing wages in the rehabilitation of the Development as those wages are determined pursuant to California Labor Code Section 1720 et seq.;

(2) cause any consultants or contractors to employ apprentices as required by California Labor Code Section 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"), and to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR;

(3) keep and retain, and shall cause any consultants and contractors to keep and retain, such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed are required by California Labor Code Section 1777.5 et seq.;

(4) post at the Property, or shall cause the contractor to post at the Property, the applicable prevailing rates of per diem wages. Copies of the currently applicable current per diem prevailing wages are available from DIR;

(5) cause contractors and subcontractors rehabilitating the Development to be registered as set forth in California Labor Code Section 1725.5;

(6) cause its contractors and subcontractors, in all calls for bids, bidding materials and the construction contract documents for the rehabilitation of the Development to specify that:

(A) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the rehabilitation of the Development unless registered with the DIR pursuant to California Labor Code Section 1725.5; and

(B) the rehabilitation of the Development is subject to compliance monitoring and enforcement by the DIR.

(7) provide the County all information required by California Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within 2 days of the award of any contract (<https://www.dir.ca.gov/pwc100ext/>);

(8) cause its contractors to post job site notices, as prescribed by regulation by the DIR; and

(9) cause its contractors to furnish payroll records required by California Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

(ii) Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices pursuant to California Labor Code Section 1777.5 et seq., to meet the conditions of California Labor Code Section 1771.4, and implementing regulations of the DIR, or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and 1771.4, and the implementing regulations of the DIR, in connection with the rehabilitation of the Development or any other work undertaken or in connection with the Property. This obligation to indemnify survives termination of this Agreement, repayment of the Combined County Loan, and the reconveyance of the Deed of Trust.

Section 3.9 Accessibility.

(a) Borrower shall cause the Development to be constructed and operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(b) In compliance with the Accessibility Requirements, if the rehabilitation is substantial as defined in 24 C.F.R. 8.23(a): (i) a minimum of one (2) units of the Pinecrest Improvements, and two (2) units of the Terrace Glen Improvements, must be rehabilitated to be fully accessible to households with a mobility impaired member and, (ii) an additional one (1) unit of the Pinecrest Improvements, and one (1) unit of the Terrace Glen Improvements must be rehabilitated to be fully accessible to hearing and/or visually impaired persons. Non-substantial alterations must comply with 24 C.F.R. 8.23(b). In compliance with the Accessibility Requirements Borrower shall provide the County with a certification from the Development architect that to the best of the architect's knowledge, the Development complies with all federal and state accessibility requirements applicable to the Development.

(c) Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its architect, contractor and subcontractors) to rehabilitate the Development in accordance with the Accessibility Requirements. This obligation to indemnify survives termination of this Agreement, repayment of the Combined County Loan and the reconveyance of the Deed of Trust.

Section 3.10 Relocation.

(a) If and to the extent that acquisition and development of the Property will result in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Borrower shall comply with all applicable local, state, and federal statutes and regulations, (including without limitation the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 92.353; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq.) with respect to preparation of a relocation plan, relocation planning, advisory assistance, and payment of monetary benefits. Borrower shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws.

(b) Borrower shall indemnify, defend and hold harmless, (with counsel reasonably acceptable to the County), the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns against any claim for damages, compensation, fines, penalties, relocation payments or other amounts and expenses (including

reasonable attorneys' fees) arising out of the failure or alleged failure of any person or entity (including Borrower, or the County) to satisfy relocation obligations related to the acquisition and development of the Property. This obligation to indemnify survives termination of this Agreement, repayment of the Combined County Loan and the reconveyance of the Deed of Trust.

Section 3.11 Equal Opportunity.

During the rehabilitation of the Development discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work is not allowed.

Section 3.12 Minority and Women-Owned Contractors.

Borrower shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the rehabilitation of the Development. Borrower shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Contra Costa County of bid opportunities for the rehabilitation of the Development. A listing of minority owned and women owned businesses located in the County and neighboring counties is available from the County. Documentation of such notifications must be maintained by Borrower and available to the County upon request.

Section 3.13 Progress Reports.

Until such time as Borrower has received a certificate of occupancy (or functional equivalent) from Antioch for the Development, Borrower shall provide the County with quarterly progress reports regarding the status of the rehabilitation of the Development, including a certification that the actual construction costs to date conform to the Approved Development Budget, as it may be amended from time to time pursuant to Section 3.16 below.

Section 3.14 Construction Responsibilities.

(a) Borrower is responsible for the coordination and scheduling of the work to be performed so that commencement and completion of the rehabilitation of the Development takes place in accordance with this Agreement.

(b) Borrower is solely responsible for all aspects of Borrower's conduct in connection with the Development, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the County with reference to the Development is solely for the purpose of determining whether Borrower is properly discharging its obligations to the County, and may not be relied upon by Borrower or by any third parties as a warranty or representation by the County as to the quality of the design or rehabilitation of the Development.

Section 3.15 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Combined County Loan is served on the County or any other lender or other third party in connection with the Development, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the County a surety bond in sufficient form and amount, or provide the County with other assurance satisfactory to the County that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the County may (but is under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the County may require Borrower to immediately deposit with the County the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The County may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Development for a continuous period of thirty (30) days or more, and take all other steps necessary to forestall the assertion of claims of lien against the Property. Borrower authorizes the County, but the County has no obligation, to record any notices of completion or cessation of labor, or any other notice that the County deems necessary or desirable to protect its interest in the Development and Property.

Section 3.16 Inspections.

(a) Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Development by the County and by public authorities during reasonable business hours during the Term, for the purposes of determining compliance with this Agreement.

(b) The County will perform inspections both during and upon completion of construction of the Development to determine if the Development is being constructed in accordance with the HOME Regulations, including the property standards set forth in 24 C.F.R. 92.251, and the Rehabilitation Standards. Borrower shall give the County notice when the rehabilitation of the Development is complete. If the County determines the Development is not being constructed in accordance with the HOME Regulations and the Rehabilitation Standards, the County will provide Borrower with a written report of the deficiencies. Borrower shall correct such deficiencies within the timeframe set forth in the notice provided to Borrower by the County. The Development may not be occupied until such deficiencies have been corrected to the satisfaction of the County.

Section 3.17 Approved Development Budget; Revisions to Budget.

As of the date of this Agreement, the County has approved the Approved Development Budget set forth in Exhibit B. Borrower shall submit any required amendments to the Approved Development Budget to the County for approval within five (5) days after the date Borrower

receives information indicating that actual costs of the Development vary or will vary from the costs shown on the Approved Development Budget. Written consent of the County will be required to amend the Approved Development Budget.

Section 3.18 Developer Fee.

The maximum cumulative Developer Fee that may be paid to any entity or entities providing development services to the Development, whether paid up-front or on a deferred basis, is not to exceed the amount allowed by TCAC and as approved by the County. For the purposes of this Agreement "Developer Fee" has the meaning set forth in California Code of Regulations, Title 4, Section 10302(l). The total of Developer Fee paid, whether paid up-front out of development sources or on a deferred basis out of Annual Operating Expenses, is not to exceed Two Million Four Hundred Forty-Five Thousand Two Hundred Forty-Seven Dollars (\$2,445,247), provided that Borrower's general partner is required to make a capital contribution of at least Five Hundred Eleven Three Hundred Forty-Four Dollars (\$511,344) to the Partnership prior to or at Permanent Conversion. The amount of Developer Fee payable to the Developer out of development sources shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000).

Section 3.19 Partnership/Asset Fee.

During the Fifteen Year Compliance Period, the Partnership/Asset Fee is not to exceed Thirty-Two Thousand Dollars (\$32,000) per year. After the expiration of the Fifteen Year Compliance Period, the Partnership/Asset Fee is not to exceed Twenty-Five Thousand Dollars (\$25,000) per year. The Partnership/Asset Fee may accrue for a period not to exceed three (3) fiscal years following the year during which they are earned.

Section 3.20 NEPA Mitigation Requirements.

Borrower shall comply with the NEPA mitigation requirements set forth in the attached Exhibit C in the rehabilitation of the Improvements.

ARTICLE 4 LOAN REQUIREMENTS

Section 4.1 Match Requirement.

Borrower shall ensure that the New County Loan is matched with a minimum of Three Hundred Twenty-Five Thousand Dollars (\$325,000) in other, non-federal sources, pursuant to and eligible under applicable HOME Regulations.

Section 4.2 Reserve Accounts.

(a) Replacement Reserve Account. Borrower shall establish and maintain an account that is available for capital expenditures for repairs and replacement necessary to maintain the Development in the condition required by the Loan Documents (the "Replacement Reserve Account"). Borrower shall make annual deposits to the Replacement Reserve Account and replenish the Replacement Reserve Account in the amounts required in the Partnership

Agreement and/or the documents evidencing the Permanent Loan, whichever is greater. In no event shall the annual amount deposited in the Replacement Reserve Account exceed Six Hundred Dollars (\$600) per unit, increasing by the applicable consumer price index every five (5) years, or such greater amount required in connection with the Partnership Agreement or any permanent financing, and approved by the County.

(b) Operating Reserve Account. Borrower shall establish and maintain an account that is available to fund operating deficits (which is the amount by which Annual Operating Expenses exceed Gross Revenue for any period) (the "Operating Reserve Account"). Borrower shall capitalize the Operating Reserve Account in the amount required by TCAC (currently three months of Annual Operating Expenses); provided, however that if the Partnership Agreement or the documents evidencing the Permanent Loan require the Operating Reserve Account to be capitalized and replenished in an amount greater than the TCAC requirement, Borrower shall capitalize and replenish the Operating Reserve Account as required by the Partnership Agreement or the documents evidencing the Permanent Loan, as applicable, for as long as the Partnership Agreement or the Permanent Loan, as applicable, is outstanding. In no event may the amount held in the Operating Reserve Account exceed six (6) months gross rent from the Development (as such rent may vary from time to time).

Section 4.3 Financial Accountings and Post-Completion Audits.

(a) No later than ninety (90) days following completion of rehabilitation of the Development, Borrower shall provide to the County for its review and approval a financial accounting of all sources and uses of funds for the Development.

(b) No later than one hundred twenty (120) days after Permanent Conversion, Borrower shall submit an audited financial report showing the sources and uses of all funds utilized for the Development. This requirement may be satisfied by providing the Final Cost Certification to the County. "Final Cost Certification" means the Final Cost Certification Sources and Uses of Funds prepared by Borrower for the Development that: (i) Borrower submits to TCAC; and (ii) has been prepared using generally accepted accounting standards in effect in the United States of America from time to time, consistently applied.

Section 4.4 Approval of Annual Operating Budget.

At or prior to the beginning of each year of the Term, Borrower shall provide to the County an annual budget for the operation of the Development. The County may request additional information to assist the County in evaluating the financial viability of the Development. Unless rejected by the County in writing within thirty (30) days after receipt of the budget, the budget will be deemed accepted. If rejected by the County in whole or in part, Borrower shall submit a new or corrected budget within thirty (30) calendar days after notification of the County's rejection and the reasons therefor. The provisions of this Section relating to time periods for resubmission of new or corrected budgets will continue to apply until such budget has been approved by the County.

Section 4.5 Information.

Borrower shall provide any information reasonably requested by the County in connection with the Development, including (but not limited to) any information required by HUD in connection with Borrower's use of the Combined County Loan funds.

Section 4.6 County Audits.

(a) Each year, Borrower shall provide the County with a copy of Borrower's annual audit, which is to include information on all of Borrower's activities and not just those pertaining to the Development.

(b) In addition, the County may, at any time, audit all of Borrower's books, records, and accounts pertaining to the Development including but not limited to the Residual Receipts of the Development. Any such audit is to be conducted during normal business hours at the principal place of business of Borrower and wherever records are kept. Immediately after the completion of an audit, the County shall deliver a copy of the results of the audit to Borrower.

(c) If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by the greater of: (i) Two Thousand Five Hundred Dollars (\$2,500); and (ii) an amount that exceeds five percent (5%) of the Residual Receipts, then, in addition to paying the deficiency with interest, Borrower shall pay all of the County's costs and expenses connected with the audit and review of Borrower's accounts and records.

Section 4.7 Hazardous Materials.

(a) Borrower shall keep and maintain the Property (including but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and may not cause or permit the Property to be in violation of any Hazardous Materials Law. Borrower may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of any Hazardous Materials, except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) Borrower shall immediately advise the County in writing if at any time it receives written notice of any Hazardous Materials Claims, and Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law including but not limited to the provisions of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith.

(c) The County has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to the County (or counsel of its own choice if a conflict exists with Borrower) in any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower.

(d) Borrower shall indemnify and hold harmless the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Borrower in this Section 4.7, and Section 5.1(l). Such indemnity shall include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by the County in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property, (2) loss or restriction of use of rentable space on the Property, (3) adverse effect on the marketing of any rental space on the Property, and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify survives termination of this Agreement, repayment of the Combined County Loan and the reconveyance of the Deed of Trust, and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by the County of Hazardous Materials.

(e) Without the County's prior written consent, which will not be unreasonably withheld, Borrower may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the County's judgment, impair the value of the County's security hereunder; provided, however, that the County's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the County's consent before taking such action, provided that in such event Borrower shall notify the County as soon as practicable of any action so taken. The County agrees not to withhold its consent, where such consent is required hereunder, if: (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Borrower will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Borrower establishes to the satisfaction of the County that there is no reasonable alternative to such remedial action which would result in less impairment of the County's security hereunder; or (iv) the action has been agreed to by the County.

(f) Borrower hereby acknowledges and agrees that: (i) this Section is intended as the County's written request for information (and Borrower's response) concerning

the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5; and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(g) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the County's or the trustee's rights and remedies under the Deed of Trust, the County may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to: (i) waive its lien on such environmentally impaired or affected portion of the Property; and (ii) exercise, (1) the rights and remedies of an unsecured creditor, including reduction of its claim against Borrower to judgment, and (2) any other rights and remedies permitted by law. For purposes of determining the County's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Borrower will be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the County in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate, until paid, will be added to the indebtedness secured by the Deed of Trust and is due and payable to the County upon its demand made at any time following the conclusion of such action.

Section 4.8 Maintenance; Damage and Destruction.

(a) During the course of both construction and operation of the Development, Borrower shall maintain the Development and the Property in good repair and in a neat, clean and orderly condition, and in accordance with the Regulatory Agreements.

(b) Subject to the requirements of senior lenders, and if economically feasible in the County's judgment after consultation with Borrower, if any improvement now or in the future on the Property is damaged or destroyed, then Borrower shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the County with such changes as have been approved by the County. Such work or repair is to be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the County in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance or condemnation proceeds, and is to be complete within one (1) year thereafter. Any insurance or condemnation proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance or condemnation proceeds are insufficient for such purpose, then Borrower shall make up the deficiency. If Borrower does not promptly make such repairs then any insurance or condemnation proceeds collected for such damage or destruction are to be promptly delivered by

Borrower to the County as a special repayment of the Combined County Loan, subject to the rights of the senior lenders, if any.

Section 4.9 Fees and Taxes.

Borrower is solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development, and shall pay such charges prior to delinquency and at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property. Borrower is also solely responsible for payment of all personal property taxes, and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, and shall pay such charges prior to delinquency and at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property.

However, Borrower is not required to pay and discharge any such charge so long as: (i) the legality thereof is being contested diligently and in good faith and by appropriate proceedings; and (ii) if requested by the County, Borrower deposits with the County any funds or other forms of assurance that the County in good faith from time to time determines appropriate to protect the County from the consequences of the contest being unsuccessful.

In the event Borrower exercises its right to contest any tax, assessment, or charge against it, Borrower, on final determination of the proceeding or contest, will immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

Borrower shall not apply for a property tax exemption for the Property under any provision of law except California Revenue and Taxation Section 214(g) without the prior written consent of the County.

Section 4.10 Notice of Litigation.

Borrower shall promptly notify the County in writing of any litigation that has the potential to materially affect Borrower or the Property and of any claims or disputes that involve a material risk of such litigation.

Section 4.11 Operation of Development as Affordable Housing.

Borrower shall operate the Development (i) in accordance with all applicable laws, codes, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, and (ii) as an affordable housing development consistent with: (1) HUD's requirements for use of HOME Funds; (2) the Regulatory Agreements; and (3) any other regulatory requirements imposed on Borrower including but not limited to regulatory agreements associated with the Restructured Antioch Loan, and Low Income Housing Tax Credits provided by TCAC, and rental subsidies provided to the Development.

Section 4.12 Nondiscrimination.

(a) Borrower covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Borrower or any person claiming under or through Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenant will run with the land.

(b) Nothing in this Section prohibits Borrower from requiring County-Assisted Units in the Development to be available to and occupied by eligible households in accordance with the Regulatory Agreements.

Section 4.13 Insurance Requirements.

(a) Borrower shall maintain the following insurance coverage throughout the Term of the Combined County Loan:

(i) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations (which limits may be met through excess/umbrella coverage).

(iii) Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Builders' Risk insurance during the course of construction, and upon completion of construction, property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its interests may appear. Flood insurance must be obtained if required by applicable federal regulations.

(v) Commercial crime insurance covering all officers and employees, for loss of Combined County Loan proceeds caused by dishonesty, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear, but only to the extent the Combined County Loan includes new loan proceeds.

(b) Borrower shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with Borrower or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (i), (ii), and (iii) above, except that the limit of liability for commercial general liability insurance for subcontractors must be One Million Dollars (\$1,000,000), and must require that such insurance will meet all of the general requirements of subsections (d) and (e) below.

(c) The required insurance must be provided under an occurrence form, and Borrower shall maintain the coverage described in subsection (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three times the occurrence limits specified above.

(d) Commercial General Liability, Automobile Liability and Property insurance policies must be endorsed to name as an additional insured the County and its officers, agents, employees and members of the County Board of Supervisors.

(e) All policies and bonds are to contain: (i) the agreement of the insurer to give the County at least ten (10) days' notice prior to cancellation or material change for non-payment of premium, and thirty (30) days' notice prior to cancellation for any other change or cancellation in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; and (iii) a provision that no act or omission of Borrower shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained.

Section 4.14 Covenants Regarding Approved Financing and Partnership Agreement.

(a) Borrower shall promptly pay the principal and interest when due on any Approved Financing.

(b) Borrower shall promptly notify the County in writing of the existence of any default under any documents evidencing Approved Financing whether or not a default has been declared by the lender, and any defaults under the Partnership Agreement, and provide the County copies of any notice of default.

(c) Borrower may not amend, modify, supplement, cancel or terminate the Partnership Agreement or any documents related to any loan that is part of the Approved Financing in any material respect without the prior written consent of the County except for amendments solely to effectuate Transfers permitted under Section 6.1 of the Regulatory Agreements. Borrower shall provide the County copies of all amendments, modifications, and supplements to the Partnership Agreement and any document related to any loan that is part of Approved Financing.

(d) Borrower may not incur any indebtedness of any kind other than Approved Financing or encumber the Development with any liens (other than liens for Approved Financing approved by the County) without the prior written consent of the County.

(e) To the extent the Partnership Agreement is inconsistent with this Agreement with respect to the repayment of the Combined County Loan including, without limitation, the Residual Receipts definition and the payment provisions of Section 2.10 above, this Agreement will control. Any payments made in conflict with the Residual Receipts definition and payment requirements of this Agreement will be considered an Event of Default.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 5.1 Representations and Warranties.

Borrower hereby represents and warrants to the County as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during all times when any portion of the Combined County Loan remains outstanding:

(a) Organization. Borrower is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of Borrower. Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. The Loan Documents and all other documents or instruments executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Borrower enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will: (i) conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever that is binding on Borrower, or conflict with any provision of the

organizational documents of Borrower, or conflict with any agreement to which Borrower is a party; or (ii) result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The rehabilitation of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially affect Borrower's ability to repay the Combined County Loan or impair the security to be given to the County pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, Borrower will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens shown on the County's title policy provided pursuant to Section 2.8(h) above, or approved in writing by the County.

(i) Financial Statements. The financial statements of Borrower and other financial data and information furnished by Borrower to the County fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Borrower from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Borrower holds sufficient funds and/or binding commitments for sufficient funds to complete the acquisition of the Property and the rehabilitation of the Development in accordance with the terms of this Agreement.

(k) Taxes. Borrower and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Borrower or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect on the property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Borrower and its subsidiaries, taken as a whole, or which could result in (i) a material impairment of the ability of Borrower to perform under any loan document to which it is a party, or (ii) a material adverse effect upon the legality, validity, binding effect or enforceability against Borrower of any Loan Document.

(l) Hazardous Materials. To the best of Borrower's knowledge, except as

disclosed in writing by Borrower to the County prior to the date of this Agreement: (i) no Hazardous Material has been disposed of, stored on, discharged from, or released to or from, or otherwise now exists in, on, under, or around, the Property; (ii) neither the Property nor Borrower is in violation of any Hazardous Materials Law; and (iii) neither the Property nor Borrower is subject to any existing, pending or threatened Hazardous Materials Claims.

ARTICLE 6 DEFAULT AND REMEDIES

Section 6.1 Events of Default.

Any one or more of the following constitutes an "Event of Default" by Borrower under this Agreement:

(a) Failure to Construct. If Borrower fails to obtain permits, or to commence and prosecute construction of the Development to completion, within the times set forth in Article 3 above.

(b) Failure to Make Payment. If Borrower fails to make any payment when such payment is due pursuant to the Loan Documents.

(c) Failure to Submit Plans. If Borrower fails to submit a Marketing Plan, Tenant Selection Plan, or Social Services Plan that is approved by the County in accordance with the Regulatory Agreements.

(d) Breach of Covenants. If Borrower fails to duly perform, comply with, or observe any other condition, term, or covenant contained in this Agreement (other than as set forth in Section 6.1(a) through Section 6.1(c), and Section 6.1(e) through Section 6.1(m)), or in any of the other Loan Documents, and Borrower fails to cure such default within thirty (30) days after receipt of written notice thereof from the County to Borrower.

(e) Default Under Other Loans. If a default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.

(f) Insolvency. If a court having jurisdiction makes or enters any decree or order: (i) adjudging Borrower to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of Borrower, or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties; (iv) directing the winding up or liquidation of Borrower if any such decree or order described in clauses (i) to (iv), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (v) Borrower admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the Events of Default in this paragraph will act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Notes.

(g) Assignment; Attachment. If Borrower assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Notes.

(h) Suspension; Termination. If Borrower voluntarily suspends its business or, the partnership is dissolved or terminated, other than a technical termination of the partnership for tax purposes.

(i) Liens on Property and the Development. If any claim of lien (other than liens allowed pursuant to any Loan Document or approved in writing by the County) is filed against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Combined County Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the County.

(j) Condemnation. If there is a condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development other than by the County.

(k) Unauthorized Transfer. If any Transfer occurs other than as permitted pursuant to Section 6.1 of the Regulatory Agreements.

(l) Representation or Warranty Incorrect. If any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the County in connection with any of the Loan Documents, proves to have been incorrect in any material respect when made.

(m) Applicability to General Partner. The occurrence of any of the events set forth in Section 6.1(f) through Section 6.1(h) in relation to Borrower's managing general partner, unless the removal and replacement of Borrower's managing general partner in accordance with Section 6.1(f) of the Regulatory Agreements, within the time frame set forth in Section 6.5 cures such a default.

Section 6.2 Remedies.

Upon the occurrence of an Event of Default and until such Event of Default is cured or waived, the County is relieved of any obligation to disburse any portion of the New County Loan. In addition, upon the occurrence of an Event of Default and following the expiration of all applicable notice and cure periods the County may proceed with any and all remedies available to it under law, this Agreement, and the other Loan Documents. Such remedies include but are not limited to the following:

(a) Acceleration of Notes. The County may cause all indebtedness of Borrower to the County under this Agreement and the Notes, together with any accrued interest

thereon, to become immediately due and payable. Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the County in connection with the collection of the Combined County Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Combined County Loan.

(b) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The County has the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Combined County Loan. Upon demand therefor, Borrower shall reimburse the County for any funds advanced by the County to cure such monetary default by Borrower, together with interest thereon from the date of expenditure until the date of reimbursement at the Default Rate.

Section 6.3 Right of Contest.

Borrower may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County hereunder.

Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the County by the terms of this Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 6.5 Notice and Cure Rights of Limited Partner.

The County shall provide the Investor Limited Partner and any limited partner of Borrower who has requested written notice from the County ("Permitted Limited Partner") a duplicate copy of all notices of default that the County may give to or serve in writing upon Borrower pursuant to the terms of the Loan Documents, at the address set forth in Section 7.9, provided, the County shall have no liability to the Permitted Limited Partner for its failure to do so. The Permitted Limited Partner has the right, but not the obligation, to cure any default of Borrower set forth in such notice, during the applicable cure period described in the Loan Documents, and the County will accept tender of such cure as if delivered by Borrower. If the Permitted Limited

Partner is unable to cure a default because Borrower's general partner is in bankruptcy and/or because the cure requires removal of the general partner of Borrower and the Permitted Limited Partner is proceeding diligently to remove the general partner of Borrower in order to effect a cure of the Default, the cure period will be extended for such reasonable time as is necessary for the Permitted Limited Partner to effect a cure of the Default, but in no event longer than sixty (60) days after the date of receipt by the Permitted Limited Partner of written notice of the default.

ARTICLE 7 GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and Borrower or its agents, employees or contractors, and Borrower will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the construction and operation of the Development, Borrower is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Borrower is solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the County by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Property, the construction or operation of the Development, and Borrower shall include similar requirements in any contracts entered into for the construction or operation of the Development.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the Parties. The County Director, Department of Conservation and Development is authorized to execute on behalf of the County amendments to the Loan Documents or amended and restated Loan Documents as long as any discretionary change in the amount or terms of this Agreement is approved by the County's Board of Supervisors.

Section 7.4 Indemnification.

Borrower shall indemnify, defend and hold the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made

against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Property and the development, construction, marketing and operation of the Development, except to the extent such claim arises from the gross negligence or willful misconduct of the County, its agents, and its employees. This obligation to indemnify survives termination of this Agreement, repayment of the Combined County Loan and the reconveyance of the Deed of Trust.

Section 7.5 Non-Liability of County Officials, Employees and Agents.

No member, official, employee or agent of the County is personally liable to Borrower in the event of any default or breach of this Agreement by the County or for any amount that may become due from the County pursuant to this Agreement.

Section 7.6 Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement, provided, however the Investor Limited Partner is intended to be a direct beneficiary of the provisions set forth in Sections 6.5 and Section 6.1(c) and 6.1(f) of the Regulatory Agreements.

Section 7.7 Discretion Retained By County.

The County's execution of this Agreement in no way limits any discretion the County may have in the permit and approval process related to the construction of the Development.

Section 7.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 7.8(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have immediate family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section 7.8(a) is followed.

(b) The conflict of interest provisions of Section 7.8(a) above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the County.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Borrower, or immediate family member of any of the preceding, may make or participate in a decision, made by the County or a County board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Borrower. Interpretation of this section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its

implementing regulations manual and codes, and California Government Code Section 1090.

Section 7.9 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Assistant Deputy Director

Borrower: Antioch Recap, L.P.
c/o Resources for Community Development
2220 Oxford Street
Berkeley, California 94704
Attention: Executive Director

Investor Limited
Partner: RSEP Holding, LLC
c/o Red Stone Equity Partners, LLC
1100 Superior Avenue, Suite 1640
Cleveland, OH 44114
Attention: General Counsel

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.10 Applicable Law.

This Agreement is governed by the laws of the State of California.

Section 7.11 Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Borrower and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof is to inure to the benefit of the County and its successors and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing

party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either party will not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, or court order. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other party within ten (10) days after receipt of the notice. In no event will the County be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 7.15 County Approval.

The County has authorized the County Director- Department of Conservation and Development to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Combined County Loan and the existence of Borrower defaults under the Loan Documents.

Section 7.16 Waivers.

Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Borrower may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 7.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 7.18 Entire Understanding of the Parties.

The Loan Documents constitute the entire agreement of the parties with respect to the Combined County Loan.

Section 7.19 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

*[remainder of page left intentionally blank]
[signatures on following page]*

The parties are entering into this Agreement as of the last date set forth below.

COUNTY:

COUNTY OF CONTRA COSTA, a political
subdivision of the State of California

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

Date: November 1, 2018

APPROVED AS TO FORM:

SHARON L. ANDERSON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

BORROWER:

ANTIOCH RECAP, L.P., a California limited
partnership

By: RCD GP III LLC, a California limited
liability company, its general partner

By: Resources for Community
Development, a California nonprofit
public benefit corporation, its sole
member/manager

By: _____
Daniel Sawislak, Executive Director

Date: November 1, 2018

EXHIBIT A-1

LEGAL DESCRIPTION OF THE TERRACE GLEN PROPERTY

The land situated in the City of Antioch, of the County of Contra Costa, State of California, described as follows:

EXHIBIT A-2

LEGAL DESCRIPTION OF THE PINECREST PROPERTY

The land situated in the City of Antioch, of the County of Contra Costa, State of California, described as follows:

EXHIBIT B

APPROVED DEVELOPMENT BUDGET

EXHIBIT C
NEPA MITIGATION REQUIREMENTS

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DEVELOPMENT LOAN AGREEMENT

Between

COUNTY OF CONTRA COSTA

And

ANTIOCH RECAP, L.P.

ANTIOCH SCATTERED SITE RENOVATION

dated November 1, 2018

RECORDING REQUESTED PURSUANT
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

INTERCREDITOR AGREEMENT

(Antioch Scattered Site Renovation)

This Intercreditor Agreement (the "Agreement") is dated November 1, 2018, and is among the City of Antioch, a municipal corporation (the "City"), the County of Contra Costa, a political subdivision of the State of California (the "County"), and Antioch Recap, L.P., a California limited partnership ("Borrower"), with reference to the following facts:

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Section 1 of this Agreement.

B. Borrower is acquiring from Resources for Community Development, a California nonprofit public benefit corporation (the "Terrace Glen Seller" or "RCD") that certain real property located at 35, 45, 101, 103, 105 and 107 W. 20th Street, and 104 and 106 W. 20th Street, in the City of Antioch, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Terrace Glen Property"). The Terrace Glen Property is improved with thirty-two (32) of affordable housing and attendant site improvements (the "Terrace Glen Improvements").

C. Borrower is acquiring from Pinecrest Housing Associates L.P., a California limited partnership (the "Pinecrest Seller") that certain real property located at 1945 and 1949 Cavallo Road in the City of Antioch, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Pinecrest Property"). The Pinecrest Property is improved with twenty-four (24) units of affordable housing and attendant site improvements (the "Pinecrest Improvements").

D. The Terrace Glen Improvements and the Pinecrest Improvements, are collectively referred to as the "Improvements." The Terrace Glen Property and the Pinecrest Property, are collectively referred to as the "Property." The Improvements and the Property are collectively referred to as the "Development."

E. The County previously made a loan of Six Hundred Fifteen Thousand Dollars (\$615,000) in HOME Funds to Terrace Glen Partners, L.P., a California limited partnership, on November 4, 1996, which loan was increased to Eight Hundred Fifty-Six Thousand Dollars (\$856,000) on August 5, 1998 as assigned to the Terrace Glen Seller (the "Original County Terrace Glen Loan").

F. The County previously made a loan of Six Hundred Twenty-Five Thousand Dollars (\$625,000) in HOME Funds to the Pinecrest Seller on September 18, 2000 (the "Original County Pinecrest Loan"). The Original County Terrace Glen Loan and the Original County Pinecrest Loan are collectively referred to as the "Original County Loans."

G. In support of the rehabilitation of the Improvements and a common scheme of financing, the County has agreed to restructure the Original County Loans and consent to their assignment to Borrower, and provide additional loan funds to Borrower in the amount of One Million Three Hundred Thousand Dollars (\$1,300,000) (the "New County Loan").

H. The sum of the combined Restructured County Loans and New County Loan is Three Million Six Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$3,670,962) (the "Combined County Loan").

I. The Combined County Loan is evidenced by a Development Loan Agreement between the County and Borrower of even date herewith (the "County Loan Agreement"). Pursuant to the County Loan Agreement the Original County Loans are restructured to: (i) extend their term, (ii) change the interest rate, and (iii) include accrued interest in the outstanding principal amount. The Combined County Loan is evidenced by following promissory notes executed Borrower for the benefit of the County (collectively, the "County Notes"): (i) a promissory note in the amount of the Original County Terrace Glen Loan, as restructured (the "Restructured Terrace Glen Loan"); (ii) a promissory note in the amount of the Original County Pinecrest Loan, as restructured (the "Restructured Pinecrest Loan"); and (iii) a promissory note in the amount of the New County Loan. The Combined County Loan is also evidenced by a Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary, recorded against the Property concurrently herewith (the "County Deed of Trust").

J. The City previously made a loan to Terrace Glen Partners, L.P., a California limited partnership in the amount of One Million Three Hundred Ninety-Seven Thousand Six Hundred Twenty-Five Dollars (\$1,397,625) (the "Original City Terrace Glen Loan"). The City also made a loan to the Pinecrest Seller in the amount of Eight Hundred Seventy Thousand Dollars (\$870,000) (the "Original City Pinecrest Loan"). The Original City Terrace Glen Loan and the Original City Pinecrest Loan are collectively referred to as the "Original City Loans."

K. In support of the rehabilitation of the Improvements and a common scheme of financing, the City has agreed to restructure the Original City Loans and consent to their assignment to Borrower. The principal amount of the restructured Original City Loans is Three Million Five Hundred Twenty-Nine Thousand Six Hundred Thirty-Eight Dollars (\$3,529,638) (the "Restructured City Loan").

L. The Restructured City Loan is evidenced by the following documents (among others): (i) a Restructured Loan Agreement by and between the City and Borrower of even date herewith (the "City Loan Agreement"); (ii) a Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing executed by Borrower for the benefit of the City to be recorded against the Property (the "City Deed of Trust"); and (iii) a Promissory Note executed by Borrower for the benefit of the City in the amount of the Restructured City Loan (the "City Note").

M. The City and the County desire to cause the City Deed of Trust and the County Deed of Trust (together, the "Deeds of Trust") to be equal in lien priority. The City and the County also desire to divide (i) the proceeds of any foreclosure, condemnation or insurance claim, and (ii) the Lenders' Share of Residual Receipts, as described herein.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Definitions. The following terms have the following meanings:
 - (a) "Annual County Loan Payment" has the meaning in Section 2(a).
 - (b) "Annual City Loan Payment" has the meaning in Section 2(b).
 - (c) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Development:
 - i. property taxes and assessments imposed on the Development;
 - ii. debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on the Permanent Loan;
 - iii. on-site service provider fees for tenant social services, provided the County and City have approved, in writing, the plan and budget for such services before such services begin;
 - iv. fees paid to the Issuer with respect to the Bonds;
 - v. property management fees and reimbursements, on-site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the County and the City;
 - vi. the Partnership/Asset Fee;
 - vii. fees for accounting, audit, and legal services incurred by Borrower's general partner in the asset management of the Development, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the Partnership/Asset Fee;

- viii. premiums for insurance required for the Improvements to satisfy the requirements of any lender of Approved Financing;
- ix. utility services not paid for directly by tenants, including water, sewer, and trash collection;
- x. maintenance and repair expenses and services;
- xi. any annual license or certificate of occupancy fees required for operation of the Development;
- xii. security services;
- xiii. advertising and marketing;
- xiv. cash deposited into the Replacement Reserve Account in the amount set forth in Section 4.2(a) of the County Loan Agreement;
- xv. cash deposited into the Operating Reserve Account to maintain the amount set forth in Section 4.2(b) of the County Loan Agreement (excluding amounts deposited to initially capitalize the account);
- xvi. payment of any previously unpaid portion of Developer Fee (without interest), not to exceed the amount set forth in Section 3.18 of the County Loan Agreement;
- xvii. extraordinary operating costs specifically approved in writing by the County and the City;
- xviii. payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and the City and not listed above.

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve account, any amount expended from a reserve account, and any capital cost associated with the Development.

(d) "Approved Financing" means all of the following loans, grants and equity obtained by Borrower and approved by the County and the City for the purpose of financing the acquisition of the Property and construction of the Development in addition to the Combined County Loan and the Restructured City Loan:

- i. County of Contra Costa Multifamily Housing Revenue Bonds (Antioch Scattered Site Renovation) Series 2018A issued by the County of Contra Costa (the "Issuer") in the approximate amount of Ten Million Four Hundred Seventy-Five Thousand Four Hundred Forty-One Dollars (\$10,475,441) (the "Bonds"), that are purchased by the Bank and the sale proceeds of which are loaned to Borrower (the "Bank Loan") which will convert to a

permanent loan in the approximate amount of Four Million Six Hundred Eighty Thousand Dollars (\$4,680,000) (the "Permanent Loan");

ii. the Low Income Housing Tax Credit investor equity funds in the approximate amount of Six Million Eight Hundred Sixty-Six Thousand Eight Hundred Seventy-Six Dollars (\$6,866,876) (the "Tax Credit Investor Equity") provided by the Investor Limited Partner;

iii. the loan from RCD of Development reserves in the approximate amount of Two Hundred Five Thousand Nine Hundred Dollars (\$205,900) (the "Reserve Loan"); and

iv. the capital contribution from Borrower's general partner in the approximate amount of Five Hundred Forty Thousand Three Hundred Forty-Four Dollars (\$540,344,) (the "GP Capital Contribution").

(e) "Available Net Proceeds" means the result obtained by multiplying the Net Proceeds of Permanent Financing by 0.75.

(f) "Bank" means Wells Fargo Bank, N.A. a national banking association.

(g) "Bank Loan" has the meaning set forth in Section 1(d)(i).

(h) "Bonds" has the meaning set forth in Section 1(d)(i).

(i) "City" has the meaning set forth in the first paragraph of this Agreement.

(j) "City Deed of Trust" has the meaning set forth in Paragraph L of the

Recitals.

(k) "City Loan Agreement" has the meaning set forth in Paragraph L of the

Recitals.

(l) "City Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Restructured City Loan minus any Special City Loan Payment by the sum of (1) the Combined County Loan minus any Special County Loan Payment, and (2) the Restructured City Loan minus any Special City Loan Payment.

(m) "City Note" has the meaning set forth in Paragraph L of the Recitals.

(n) "City Special Repayment Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Restructured City Loan by the sum of (1) the Combined County Loan and (2) the Restructured City Loan.

(o) "Combined County Loan" has the meaning set forth in Paragraph H of the Recitals.

(p) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.

(q) "County" has the meaning set forth in the first paragraph of this Agreement.

(r) "County Deed of Trust" has the meaning set forth in Paragraph I of the Recitals.

(s) "County Loan Agreement" has the meaning set forth in Paragraph I of the Recitals.

(t) "County Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Combined County Loan minus any Special County Loan Payment by the sum of (1) the Combined County Loan minus any Special County Loan Payment, and (2) the Restructured City Loan minus any Special City Loan Payment.

(u) "County Notes" has the meaning set forth in Paragraph I of the Recitals.

(v) "County Special Repayment Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Combined County Loan by the sum of (1) the Combined County Loan and (2) the Restructured City Loan.

(w) "Deeds of Trust" has the meaning set forth in Paragraph M of the Recitals.

(x) "Default Rate" means a rate of interest equal to the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(y) "Developer Fee" has the meaning set forth in Section 3.18 of the County Loan Agreement.

(z) "Development" has the meaning set forth in Paragraph D of the Recitals.

(aa) "Enforcing Party" has the meaning set forth in Section 6(b).

(bb) "Fifteen Year Compliance Period" means the fifteen (15)-year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(cc) "Final Cost Certification" means the Final Cost Certification Sources and Uses of Funds prepared by Borrower for the Development that (1) Borrower submits to the California Tax Credit Allocation Committee, and (2) has been prepared using generally accepted accounting standards in effect in the United States of America from time to time, consistently applied.

(dd) "Final Development Cost" means the total of the cost of acquisition and construction of the Development as shown on the Final Cost Certification.

(ee) "Foreclosure Net Proceeds" means the proceeds that result from a foreclosure, or any other action, whether judicial or non-judicial, less (i) all amounts paid to any senior lien holder, and (ii) expenses incurred by a lender that is a Party to this Agreement in connection with such foreclosure or other action.

(ff) "GP Capital Contribution" has the meaning set forth in Section 1(d)(v).

(gg) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Development. Gross Revenue includes, but is not limited to:

- i. all rents, fees and charges paid by tenants;
- ii. Section 8 payments or other rental subsidy payments received for the dwelling units;
- iii. deposits forfeited by tenants;
- iv. all cancellation fees;
- v. price index adjustments and any other rental adjustments to leases or rental agreements;
- vi. net proceeds from vending and laundry room machines;
- vii. the proceeds of business interruption or similar insurance not paid to senior lenders;
- viii. the proceeds of casualty insurance not used to rebuild the Development and not paid to senior lenders; and
- ix. condemnation awards for a taking of part or all of the Development for a temporary period.

Gross Revenue does not include tenants' security deposits, loan proceeds, capital contributions or similar advances.

(hh) "HOME Funds" means Home Investment Partnerships Act funds provided from HUD to the County pursuant to the Cranston-Gonzales National Housing Act of 1990, which must be used in accordance with 24 C.F.R. Part 92.

(ii) "HUD" means the United States Department of Housing and Urban Development.

(jj) "Improvements" has the meaning set forth in Paragraph D of the Recitals.

(kk) "Investor Limited Partner" means, RSEP Holding, LLC, a Delaware limited liability company.

(ll) "Issuer" has the meaning set forth in Section 1.1(d)(i).

(mm) "Lenders' Share of Residual Receipts" means seventy-five percent (75%) of Residual Receipts.

(nn) "Net Proceeds of Permanent Financing" means the amount by which Permanent Financing exceeds the Final Development Costs.

(oo) "New County Loan" has the meaning set forth in Paragraph G of the Recitals.

(pp) "Original City Loans" has the meaning set forth in Paragraph J of the Recitals.

(qq) "Original City Pinecrest Loan" has the meaning set forth in Paragraph J of the Recitals.

(rr) "Original City Terrace Glen Loan" has the meaning set forth in Paragraph J of the Recitals.

(ss) "Original County Loans" has the meaning set forth in Paragraph F of the Recitals.

(tt) "Original County Pinecrest Loan" has the meaning set forth in Paragraph F of the Recitals.

(uu) "Original County Terrace Glen Loan" has the meaning set forth in Paragraph E of the Recitals.

(vv) "Parties" means the City, the County, and Borrower.

(ww) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership, dated on or about the date of recordation of the Deeds of Trust, as may be amended from time to time, that governs the operation and organization of Borrower as a California limited partnership.

(xx) "Partnership/Asset Fee" means (i) partnership management fees (including any asset management fees) payable pursuant to the Partnership Agreement to any partner or affiliate of Borrower or any affiliate of a partner of Borrower, if any, during the Fifteen Year Compliance Period, and (ii) after the expiration of the Fifteen Year Compliance Period asset management fees payable to Borrower, in the amounts approved by the County as set forth in Section 3.19 of the County Loan Agreement.

(yy) "Permanent Financing" means the sum of the following amounts: (i) the Permanent Loan; (ii) the Combined County Loan; (iii) the Restructured City Loan; (iv) the Reserve Loan; (v) the Tax Credit Investor Equity; and (vi) the GP Capital Contribution.

(zz) "Pinecrest Improvements" has the meaning set forth in Paragraph C of the Recitals.

Recitals. (aaa) "Pinecrest Property" has the meaning set forth in Paragraph C of the

(bbb) "Pinecrest Seller" has the meaning set forth in Paragraph C of the Recitals.

(ccc) "Permanent Loan" has the meaning set forth in Section 1.1(d)(i).

(ddd) "Property" has the meaning set forth in Paragraph D of the Recitals.

(eee) "RCD" has the meaning set forth in Paragraph B of the Recitals.

(fff) "Reserve Loan" has the meaning set forth in Section 1.1(d)(iii)

(ggg) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(hhh) "Restructured City Loan" has the meaning set forth in Paragraph K of the Recitals.

(iii) "Restructured County Loans" means the Restructured Terrace Glen Loan, and the Restructured Pinecrest Loan, with a combined principal balance of Two Million Three Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$2,370,962).

(jjj) "Restructured Pinecrest Loan" has the meaning set forth in Paragraph I of the Recitals.

(kkk) "Restructured Terrace Glen Loan" has the meaning set forth in Paragraph I of the Recitals.

(lll) "Special City Loan Payment" has the meaning set forth in Section 3(b).

(mmm)"Special County Loan Payment" has the meaning in Section 3(a).

Receipts. (nnn) "Statement of Residual Receipts" means an itemized statement of Residual

(ooo) "Tax Credit Investor Equity" has the meaning set forth in Section 1(d)(ii).

(ppp) "Terrace Glen Improvements" has the meaning set forth in Paragraph B of the Recitals.

Recitals. (qqq) "Terrace Glen Property" has the meaning set forth in Paragraph B of the

Recitals. (rrr) "Terrace Glen Seller" has the meaning set forth in Paragraph B of the

(sss) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the

fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this Agreement.

2. Annual Payments to County and City.

(a) Combined County Loan.

i. Commencing on June 1, 2020, and on June 1 of each year thereafter during the Term, Borrower shall make a loan payment to the County in an amount equal to the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts (each such payment, an "Annual County Loan Payment"). A numerical example of the methodology to be used to calculate the Annual County Loan Payment is shown in Exhibit B attached hereto. In the event of a conflict between the text of this Section 2(a) and Exhibit B, the text of this Section 2(a) will prevail. The County shall apply all Annual County Loan Payments to the Combined County Loan as follows: (1) first, to accrued interest, and (2) second, to principal.

ii. Borrower shall repay the Combined County Loan pursuant to the terms of the County Loan Agreement and the County Notes. In the event of any conflict between the repayment terms and provisions of the County Loan Agreement and this Agreement, the provisions of this Agreement apply. The County may not consent to any amendment or waiver of the terms of the County Loan Agreement or the County Notes if such amendment or waiver could reasonably be deemed to materially adversely affect the City, without the City's prior written approval, which the City may withhold in its sole discretion.

(b) City Loan.

i. Commencing on June 1, 2020, and on June 1 of each year thereafter during the Term, Borrower shall make a loan payment to the City in an amount equal to the City Loan Prorata Percentage of the Lenders' Share of Residual Receipts (each such payment, an "Annual City Loan Payment"). A numerical example of the methodology to be used to calculate the Annual City Loan Payment is shown in Exhibit B attached hereto. In the event of a conflict between the text of this Section 2(b) and Exhibit B, the text of this Section 2(b) will prevail. The City shall apply all Annual City Loan Payments to the Restructured City Loan as follows: (1) first, to accrued interest, and (2) second, to principal for the City Loan.

ii. Borrower shall repay the City Loan pursuant to the terms of the City Loan Agreement and the City Note. In the event of any conflict between the repayment terms of the City Loan Agreement and this Agreement, the provisions of this Agreement apply. The City may not consent to any amendment or waiver of the terms of the City Loan Agreement or the City Note, if such amendment or waiver could reasonably be deemed to materially adversely affect the County, without the County's prior written approval, which the County may withhold in its sole discretion.

3. Special Repayment from Net Proceeds of Permanent Financing.

(a) No later than ten (10) days after the date Borrower receives its final capital contribution from the Investor Limited Partner, Borrower shall pay to the County as a special repayment of the Combined County Loan, an amount equal to the result obtained by multiplying

the County Special Repayment Prorata Percentage by the Available Net Proceeds (the "Special County Loan Payment").

(b) No later than ten (10) days after the date Borrower receives its final capital contribution from the Investor Limited Partner, Borrower shall pay to the City as a special repayment of the City Loan, an amount equal to the result obtained by multiplying the City Special Repayment Prorata Percentage by the Available Net Proceeds (the "Special City Loan Payment").

(c) No later than one hundred eighty (180) days following completion of construction of the Development, Borrower shall submit to the County and the City a preliminary calculation of the Net Proceeds of Permanent Financing and a draft of the Final Cost Certification. The County and the City shall approve or disapprove Borrower's determination of the amount of the Net Proceeds of Permanent Financing in writing within thirty (30) days of receipt. If Borrower's determination is disapproved by the County or the City, Borrower shall re-submit documentation to the County and the City until approval of the County and the City is obtained.

4. Reports and Accounting of Residual Receipts.

(a) Annual Reports. In connection with the Annual County Loan Payment and the Annual City Loan Payment, Borrower shall furnish to the City and the County:

i. The Statement of Residual Receipts for the relevant period. The first Statement of Residual Receipts will cover the period that begins on January 1, 2019, and ends on December 31 of that same year. Subsequent statements of Residual Receipts will cover the twelve-month period that ends on December 31 of each year;

ii. A statement from the independent public accountant that audited Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lender's Share of Residual Receipts is accurate based on Operating Income and Annual Operating Expenses; and

iii. Any additional documentation reasonably required by the County or the City to substantiate Borrower's calculation of Lender's Share of Residual Receipts.

(b) Books and Records. Borrower shall keep and maintain at the principal place of business of Borrower set forth in Section 11 below, or elsewhere with the written consent of the County and the City, full, complete and appropriate books, record and accounts relating to the Development, including all books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts and disbursements of Residual Receipts. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of this Agreement to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Agreement, which provide for the calculation of Residual Receipts on a cash basis. Borrower shall cause all books, records, and accounts to be open to and available for inspection by the County and the City, their auditors or other authorized representatives at reasonable intervals during normal business hours.

Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County and the City at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered, and for any period during which there is an audit undertaken pursuant to subsection (c) below then pending.

(c) County and City Audits.

i. The receipt by the County or the City of any statement pursuant to subsection (a) above or any payment by Borrower or acceptance by the County or the City of any loan repayment for any period does not bind the County or the City as to the correctness of such statement or such payment. The County or the City or any designated agent or employee of the County or the City is entitled at any time to audit the Residual Receipts and all books, records, and accounts pertaining thereto. The County and/or the City may conduct such audit during normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an audit, the County or the City, as the case may be, shall deliver a copy of the results of the audit to Borrower.

ii. If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County and/or the City, then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by the greater of (i) \$2,500, and (ii) an amount that exceeds five percent (5%) of the Residual Receipts, then, in addition to paying the deficiency with interest, Borrower shall pay all of the costs and expenses connected with the audit and review of Borrower's accounts and records incurred by the County and/or the City.

5. Deeds of Trust. Notwithstanding the fact that the City Deed of Trust may be recorded prior to the County Deed of Trust, or that the County Deed of Trust may be recorded prior to the City Deed of Trust, the Deeds of Trust are equal in lien priority.

6. Notice of Default.

(a) The County and the City shall each notify the other promptly upon declaring a default or learning of the occurrence of any material event of default, or any event which with the lapse of time would become a material event of default, under its respective loan documents for the Restructured City Loan and the Combined County Loan.

(b) The City and the County agree not to make a demand for payment from Borrower or accelerate the City Note or the County Notes, as the case may be, or commence enforcement of any of the rights and remedies under the City Deed of Trust or the County Deed of Trust, as the case may be, until the date that is five (5) business days following delivery of written notice by the Party enforcing its rights (the "Enforcing Party") to the other Party stating that a "default" (as defined in the relevant Deed of Trust) has occurred and is continuing and that the Enforcing Party is requesting the other Party's assistance in foreclosure pursuant to Section 7.

7. Cooperation in Foreclosure.

(a) If there is a default under the Restructured City Loan and/or Combined County Loan, after expiration of any applicable cure periods, the party who is the lender on the defaulted loan shall cooperate with the other lender that is a Party to this Agreement to coordinate any foreclosure proceedings or other appropriate remedies.

(b) Neither the County nor the City may contest the validity, perfection, priority, or enforceability of the lien granted to the other Party by a deed of trust secured by the Property. Notwithstanding any failure of a Party to perfect its lien on the Property or any other defect in the security interests or obligations owing to such Party, the priority and rights as between the lenders that are Parties to this Agreement are as set forth in this Agreement.

8. Foreclosure Proceeds. If there is a foreclosure, or any other action, whether judicial or nonjudicial, under any or both of the Deeds of Trust (including the giving of a deed in lieu of foreclosure), the proceeds resulting from such foreclosure or action will be first used to pay (i) all amounts paid to any senior lien holder, and (ii) expenses incurred by the County, the City, or both, in connection with such foreclosure or other action. After such payments (i) the City is entitled to the result obtained by multiplying the City Loan Prorata Percentage by the Foreclosure Net Proceeds, and (ii) the County is entitled to the result obtained by multiplying the County Loan Prorata Percentage by the Foreclosure Net Proceeds.

9. Insurance and Condemnation Proceeds. If, as a result of having made the Restructured City Loan and the Combined County Loan, the City and County are entitled to insurance or condemnation proceeds, they will share such proceeds as follows: (i) the City is entitled to the result obtained by multiplying the City Loan Prorata Percentage by the available proceeds, and (ii) the County is entitled to the result obtained by multiplying the County Loan Prorata Percentage by the available proceeds.

10. Title to Property. If, as a result of having made the Restructured City Loan and the Combined County Loan, either the City or the County is entitled to title to the Property as a consequence of Borrower's default, then title is to be held in tenancy in common by the City and the County in accordance with their respective prorata share of the Foreclosure Net Proceeds. Subsequent decisions to hold or sell the Property will be made by joint decision of the City and the County.

11. Notices. All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

City: City of Antioch
Community Development Department
P.O. Box 5007
200 H Street
Antioch, CA 94531
Attn: City Manager

County: County of Contra Costa
Department of Conservation and Development

30 Muir Road
Martinez, California 94553
Attention: Assistant Deputy Director

Borrower: Antioch Recap, L.P.
c/o Resources for Community Development
2220 Oxford Street
Berkeley, California 94704
Attention: Executive Director

Investor Limited
Partner: RSEP Holding, LLC
c/o Red Stone Equity Partners, LLC
1100 Superior Avenue, Suite 1640
Cleveland, OH 44114
Attention: General Counsel

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate as provided in this Section. Receipt will be deemed to have occurred on the date marked on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

12. Titles. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

13. California Law. This Agreement is governed by the laws of the State of California.

14. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

15. Legal Actions. If any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach of this Agreement, then the Party prevailing in any such action shall be entitled to recover against the Party not prevailing all reasonable attorneys' fees and costs incurred in such action.

16. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the distribution of proceeds upon foreclosure of or other remedies under the Deeds of Trust, and the entire understanding and agreement of the Parties with respect to the equal lien priority of the City Deed of Trust and County Deed of Trust.

17. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

18. Amendments. This Agreement may not be modified except by written instrument executed by and amongst the Parties.

19. Subordination. This Agreement is in all respects subordinate to that certain Rental Assistance Demonstration (RAD) Use Agreement (the "RAD Use Agreement") to be entered into between the U.S. Department of Housing and Urban Development and Borrower recorded contemporaneously herewith in the Official Records of Contra Costa County. This subordination continues in effect with respect to any future amendment, extension, renewal, or any other modification of the RAD Use Agreement or this Agreement. If any of the provisions of this Agreement conflict with the terms of the RAD Use Agreement, the provisions of the RAD Use Agreement control.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BORROWER:

ANTIOCH RECAP, L.P., a California limited partnership

By: RCD GP III, LLC, a California limited liability company, its general partner

By: Resources for Community Development, a California nonprofit public benefit corporation, its sole member/manager

By: _____
Daniel Sawislak, Executive Director

APPROVED AS TO FORM:

SHARON L. ANDERSON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

COUNTY:

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

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

APPROVED AS TO FORM:

GOLDFARB & LIPMAN LLP
City Special Counsel

By: _____

CITY:

CITY OF ANTIOCH

By: _____
Steven Duran, City Manager

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 _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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.

Name: _____
Notary Public

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 _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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.

Name: _____

Notary Public

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 _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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.

Name: _____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY
(both properties)

The land is situated in the State of California, County of Contra Costa, and is described as follows:

EXHIBIT B
COUNTY/CITY
RESIDUAL RECEIPTS NUMERICAL EXPLANATION

[To be Attached]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

DEED OF TRUST WITH ASSIGNMENT OF RENTS,
SECURITY AGREEMENT, AND FIXTURE FILING
(Antioch Scatted Site Renovation)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of November 1, 2018, by and among Antioch Recap, L.P., a California limited partnership ("Trustor"), North American Title Company, a California corporation ("Trustee"), and the County of Contra Costa, a political subdivision of the State of California ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in the County of Contra Costa, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed,

adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or will be, attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (together, the "Secured Obligations"):

A. Payment to Beneficiary of all sums at any time owing under or in connection with (i) the Note (defined in Section 1.6 below) until paid in full or cancelled, and (ii) any other amounts owing under the Loan Documents (defined in Section 1.5 below). Principal and other payments are due and payable as provided in the Note or other Loan Documents, as applicable.

The Note and all its terms are incorporated herein by reference, and this conveyance secures any and all extensions thereof, however evidenced;

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

D. All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1 DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust:

Section 1.1 The term "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

Section 1.2 The term "Intercreditor Agreement" means that certain Intercreditor Agreement of even date herewith, among Trustor, Beneficiary, and the City of Antioch recorded concurrently herewith.

Section 1.3 The term "Loan" means the loan made by Beneficiary to Trustor in the amount of Three Million Six Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$3,670,962).

Section 1.4 The term "Loan Agreement" means that certain Development Loan Agreement between Trustor and Beneficiary, of even date herewith, as such may be amended from time to time, providing for the Beneficiary to loan to Trustor Three Million Six Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$3,670,962).

Section 1.5 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, the Intercreditor Agreement, the Regulatory Agreement, and any other agreements, debt, loan or security instruments between Trustor and Beneficiary relating to the Loan.

Section 1.6 The term "Note" means collectively, the promissory notes of even date herewith, executed by Trustor in favor of Beneficiary, as they may be amended or restated, in the following principal amounts: (i) Nine Hundred Fifty-Eight Thousand One Hundred Thirty-Five Dollars (\$958,135) for the Restructured Pinecrest Loan; (ii) One Million Four Hundred Twelve Thousand Eight Hundred Twenty-Seven Dollars (\$1,412,827) for the Restructured Terrace Glen Loan, and (iii) One Million Three Hundred Thousand Dollars (\$1,300,000) for the New County Loan, the payment of which is secured by this Deed of Trust. The terms and provisions of the Note are incorporated herein by reference. All capitalized terms used but not defined in this Section 1.6 have the meanings set forth in the Loan Agreement.

Section 1.7 The term "Principal" means the amounts required to be paid under the Note.

Section 1.8 The term "Regulatory Agreement" means collectively, the following of even date herewith by and between Beneficiary and Trustor and recorded concurrently herewith: (i) the Pinecrest County Regulatory Agreement; (ii) the Pinecrest HOME Regulatory Agreement; (iii) the Terrace Glen County Regulatory Agreement, and (iv) the Terrace Glen HOME Regulatory Agreement. All capitalized terms used but not defined in this Section 1.8 have the meanings set forth in the Loan Agreement.

ARTICLE 2

MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary has no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary exercises its rights as agent of Trustor only in the event that Trustor fails to take, or fails to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary specifies upon laborers, materialmen, subcontractors or other persons who

have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained requires Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Contra Costa County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable, subject to the rights of senior lenders that are approved by the Beneficiary pursuant to the Loan Agreement. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred and is continuing, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to, rents then due and unpaid, and all such rents will immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor contains a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, other than as security to lenders approved by Beneficiary pursuant to the Loan Agreement, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenants that, so long as the Secured Obligations are outstanding, Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver will be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents are to be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver is to have access to the books and records used in the operation and maintenance of the Property and will be liable to account only for those rents actually received. Beneficiary is not liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes will become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts are payable by Trustor to Beneficiary upon notice from Beneficiary to Trustor requesting payment thereof and will bear interest from the date of disbursement at the rate stated in Section 3.3.

If the Beneficiary or the receiver enters upon and takes and maintains control of the Property, neither that act nor any application of rents as provided herein will cure or waive any default under this Deed of Trust or invalidate any other right or remedy available to Beneficiary

under applicable law or under this Deed of Trust. This assignment of rents of the Property will terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3 TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor is not required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof is promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges can be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 may not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor fails to pay any of the items required by this Section to be paid by Trustor, Beneficiary may (but is under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, will become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid, all Secured Obligations secured hereunder have been fulfilled, and this Deed of Trust has been reconveyed.

All such insurance policies and coverages are to be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, are to be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor fails to maintain the full insurance coverage required by this Deed of Trust or fails to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but is under no obligation to) (i) take out the required policies of insurance and pay the premiums on the same, and (ii)

make any repairs or replacements that are necessary and provide for payment thereof. All amounts so advanced by the Beneficiary will become part of the Secured Obligations (together with interest as set forth below) and will be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, will bear interest from the date of the advance at the Default Rate.

ARTICLE 4
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of senior lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) the taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and are to be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part to any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary determines at its sole option, subject to the provisions of Section 4.8 of the Loan Agreement regarding restoration of improvements following damage or destruction. The Beneficiary is entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof will not cure or waive any default under this Deed of Trust.

ARTICLE 5
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF
PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary employs attorneys or incurs other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary. Any such amounts paid by the Beneficiary will be added to the Secured Obligations, and will bear interest from the date such expenses are incurred at the Default Rate.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust is deemed to be fixtures and part of the real property and this Deed of Trust constitutes a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust constitutes a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor shall perform all acts that the Beneficiary reasonably requests so as to enable the Beneficiary to maintain a valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it deems appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, may inspect the Security, without payment of charges or fees.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor will the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants run with the land.

ARTICLE 6
HAZARDOUS WASTE

Trustor shall keep and maintain the Property (including, but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and shall not cause or permit the Property to be in violation of any Hazardous Materials Law (defined below). Trustor may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law (collectively referred to hereinafter as "Hazardous Materials"), except such of the foregoing as may be customarily used in construction or operation of a multi-family residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law including but not limited to the provisions of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith.

Beneficiary has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to Beneficiary (or counsel of its own choice if a conflict exists with Trustor) in, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims, and to have its reasonable attorneys' fees in connection therewith paid by Trustor.

Trustor shall indemnify and hold harmless Beneficiary and its boardmembers, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation,

cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Trustor in this Article, and Section 5.1(l) of the Loan Agreement. Such indemnity must include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive reconveyance of this Deed of Trust and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by Beneficiary of Hazardous Materials.

Without Beneficiary's prior written consent, which may not be unreasonably withheld, Trustor may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impairs the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor notifies Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor will be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate until paid, will be added to the indebtedness secured by this Deed of Trust and will be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following are events of default following the expiration of any applicable notice and cure periods (each an "Event of Default"): (i) failure to make any payment to be paid by Trustor under the Loan Documents; (ii) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; (iii) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default is not cured within the times and in the manner provided therein; and (iv) failure to make any payments or observe or perform any of Trustor's other covenants, agreements or obligations under any other debt instrument or regulatory agreement secured by the Property, which default is not cured within the time and in the manner provided therein.

The notice and cure rights of Trustor's limited partner are set forth in Section 6.5 of the Loan Agreement.

Section 7.2 Acceleration of Maturity.

If an Event of Default has occurred and is continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations are immediately due and payable, and no omission on the part of the Beneficiary to

exercise such option when entitled to do so may be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default has occurred and is continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security will not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c), below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary will be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of an Event of Default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Contra Costa County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which will be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after the lapse of that amount of time as is then required by law and after recordation of such Notice of Sale as required by law, sell the Security, at the time and place of sale set forth in the Notice of Sale, whether as a whole or in separate lots or parcels or items, as Trustee deems expedient and in such order as it determines, unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States

payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default occurs and is continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, may apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and will continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy will be cumulative and concurrent and will be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default will exhaust or impair any such right, power or remedy, and may not be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder will not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, will not constitute a waiver by the Beneficiary of its right

hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission will not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor will any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, will the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary has the power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount that becomes due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it becomes necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing and is to be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary is to be addressed to:

County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Assistant Deputy Director

and (2) if intended for Trustor is to be addressed to:

Antioch Recap, L.P.
c/o Resources for Community Development
2220 Oxford Street
Berkeley, California 94704
Attention: Executive Director

With a copy to:

RSEP Holding, LLC
c/o Red Stone Equity Partners, LLC
1100 Superior Avenue, Suite 1640
Cleveland, OH 44114
Attention: General Counsel

Any notice, demand or communication will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the

delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation also applies to and binds any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation will be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor will be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first paid or applied to the full payment of that portion of the debt that is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust is governed by the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage also refers to a deed of trust and any reference to a deed of trust also refers to a mortgage.

Section 8.10 Actions.

Trustor shall appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter will be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution is to be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, will be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of a pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, and to the extent applicable, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in 26 U.S.C. Section 42(h)(6)(E)(ii), as amended, applies:

For a period of three (3) years from the date of Foreclosure, with respect to an existing tenant of any low-income unit, (i) such tenant may not be subject to eviction or termination of their tenancy (other than for good cause), (ii) nor may such tenant's gross rent with respect to such unit be increased, except as otherwise permitted under Section 42 of the Internal Revenue Code.

Section 8.15 Subject to RAD Use Agreement.

This Deed of Trust is in all respects subject to and subordinate in priority to that certain Rental Assistance Demonstration (RAD) Use Agreement to be entered into between the U.S. Department of Housing and Urban Development and the Trustor recorded contemporaneously herewith in the Official Records of Contra Costa County.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Antioch Recap, L.P.,
a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its general partner

By: Resources for Community Development,
a California nonprofit public benefit corporation
its sole member/manager

By: _____
Daniel Sawislak, Executive Director

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 _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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.

Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION
(both properties)

The land is situated in the State of California, County of Contra Costa, and is described as follows:

PROMISSORY NOTE
(New County Loan)

\$1,300,000

Martinez, California
November 1, 2018

FOR VALUE RECEIVED, the undersigned Antioch Recap, L.P., a California limited partnership ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of One Million Three Hundred Thousand Dollars (\$1,300,000) plus interest thereon pursuant to Section 2 below.

All capitalized terms used but not defined in this Note have the meanings set forth in the Development Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement").

1. Borrower's Obligation. This promissory note (the "Note") evidences Borrower's obligation to repay Holder the principal amount of One Million Three Hundred Thousand Dollars (\$1,300,000) with interest for the funds loaned to Borrower by Holder to finance the rehabilitation of the Development pursuant to the Development Loan Agreement.

2. Interest.

(a) Subject to the provisions of Subsection (b) below, the New County Loan will not bear interest.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 2.10 of the Loan Agreement. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Loan is due and payable on the fifty-seventh (57th) anniversary of the date of this Note.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This Note, with interest, is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will become nonrecourse to Borrower, pursuant to and except as provided in Section 2.12 of the Loan Agreement which Section 2.12 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Assistant Deputy Director, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the enforcement of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

(c) The notice and cure rights of Borrower's limited partner are set forth in Section 6.5 of the Loan Agreement.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time

to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

[signature on following page]

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

Antioch Recap, L.P.,
a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its general partner

By: Resources for Community Development,
a California nonprofit public benefit corporation
its sole member/manager

By: _____
Daniel Sawislak, Executive Director

PROMISSORY NOTE
(Restructured Pinecrest Loan)

\$958,135

Martinez, California
November 1, 2018

FOR VALUE RECEIVED, the undersigned Antioch Recap, L.P., a California limited partnership ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of Nine Hundred Fifty-Eight Thousand One Hundred Thirty-Five Dollars (\$958,135) plus interest thereon pursuant to Section 2 below.

This Promissory Note (the "Note") replaces in its entirety the promissory note dated September 18, 2000, and executed by Pinecrest Affordable Housing L.P., a California limited partnership for the benefit of Holder, evidencing the obligation to pay the amount of Six Hundred Twenty-Five Thousand Dollars (\$625,000) of HOME Funds (the "Original Note"). All disbursements under the Original Note will be deemed to be disbursed under this Note. Upon execution of this Note by Borrower, the Original Note will automatically terminate and will be returned to Borrower by the Holder.

All capitalized terms used but not defined in this Note have the meanings set forth in the Development Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement").

1. Borrower's Obligation. This Note evidences Borrower's obligation to repay Holder the principal amount of Nine Hundred Fifty-Eight Thousand One Hundred Thirty-Five Dollars (\$958,135) with interest for the funds loaned to Borrower by Holder pursuant to the Loan Agreement.

2. Interest.

(a) Subject to the provisions of Subsection (b) below, the Restructured Pinecrest Loan bears interest from the date of this Note at _____%, compounding annually, until full repayment of the outstanding balance of the Restructured Pinecrest Loan. It is the intent that the interest rate stated in this Section 2(a) is the Applicable Federal Rate applicable to long-term loans with annual compounding, as calculated in accordance with Internal Revenue Code Section 1274(d) as of the date of this Note.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 2.10 of the Loan Agreement. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the

Completion Date cannot be located or established, the Loan is due and payable on the fifty-seventh (57th) anniversary of the date of this Note.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This Note, with interest, is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will become nonrecourse to Borrower, pursuant to and except as provided in Section 2.12 of the Loan Agreement which Section 2.12 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Assistant Deputy Director, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the enforcement of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the

same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

(c) The notice and cure rights of Borrower's limited partner are set forth in Section 6.5 of the Loan Agreement.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

[signature on following page]

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

Antioch Recap, L.P.,
a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its general partner

By: Resources for Community Development,
a California nonprofit public benefit corporation
its sole member/manager

By: _____
Daniel Sawislak, Executive Director

PROMISSORY NOTE
(Restructured Terrace Glen Loan)

\$1,412,827

Martinez, California
November 1, 2018

FOR VALUE RECEIVED, the undersigned Antioch Recap, L.P., a California limited partnership ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of One Million Four Hundred Twelve Thousand Eight Hundred Twenty-Seven Dollars (\$1,412,827) plus interest thereon pursuant to Section 2 below.

This Promissory Note (the "Note") replaces in its entirety the promissory note executed by Terrace Glen Partners, L.P., a California limited partnership for the benefit of Holder dated November 4, 1996, as superseded by that certain promissory note dated August 5, 1998, evidencing the obligation to pay the amount of Eight Hundred Fifty-Six Thousand Dollars (\$856,000) of HOME Funds (the "Original Note"). All disbursements under the Original Note will be deemed to be disbursed under this Note. Upon execution of this Note by Borrower, the Original Note will automatically terminate and will be returned to Borrower by the Holder.

All capitalized terms used but not defined in this Note have the meanings set forth in the Development Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement").

1. Borrower's Obligation. This Note evidences Borrower's obligation to repay Holder the principal amount of One Million Four Hundred Twelve Thousand Eight Hundred Twenty-Seven Dollars (\$1,412,827) with interest for the funds loaned to Borrower by Holder pursuant to the Loan Agreement.

2. Interest.

(a) Subject to the provisions of Subsection (b) below, the Restructured Terrace Glen Loan bears interest from the date of this Note at _____%, compounding annually, until full repayment of the outstanding balance of the Restructured Terrace Glen Loan. It is the intent that the interest rate stated in this Section 2(a) is the Applicable Federal Rate applicable to long-term loans with annual compounding, as calculated in accordance with Internal Revenue Code Section 1274(d) as of the date of this Note.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 2.10 of the Loan Agreement. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the

Completion Date cannot be located or established, the Loan is due and payable on the fifty-seventh (57th) anniversary of the date of this Note.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This Note, with interest, is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will become nonrecourse to Borrower, pursuant to and except as provided in Section 2.12 of the Loan Agreement which Section 2.12 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Assistant Deputy Director, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the enforcement of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the

same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

(c) The notice and cure rights of Borrower's limited partner are set forth in Section 6.5 of the Loan Agreement.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

[signature on following page]

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

Antioch Recap, L.P.,
a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its general partner

By: Resources for Community Development,
a California nonprofit public benefit corporation
its sole member/manager

By: _____
Daniel Sawislak, Executive Director

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

HOME REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
Antioch Scattered Site Renovation
(Pinecrest New HOME Units)

This HOME Regulatory Agreement and Declaration of Restrictive Covenants (the "HOME Regulatory Agreement") is dated November 1, 2018 and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Antioch Recap, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this HOME Regulatory Agreement.

B. The County has received Home Investment Partnerships Act ("HOME") funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"). The HOME Funds must be used by the County in accordance with 24 C.F.R. Part 92.

C. Borrower intends to purchase that certain real property located at 1945 and 1949 Cavallo Road in the City of Antioch, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property") from Pinecrest Affordable Housing, L.P., a California limited partnership (the "Seller"). Borrower intends to rehabilitate the existing twenty-four (24) housing units located on the Property for rental to extremely low, very low and low income households, along with one (1) manager's unit. Together the Property and its improvements are the "Development".

D. Pursuant to a Development Loan Agreement of even date herewith between the County and Borrower (the "Loan Agreement"), the County is lending Borrower Three Million Six Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$3,670,962) (the "Combined County Loan") to assist in the rehabilitation of the Development, and the concurrent rehabilitation of thirty-two (32) units of affordable housing located at 35, 45, 101, 103, 105 and

107 W. 20th Street, and 104 and 106 W. 20th Street in the City of Antioch (the "Terrace Glen Property"). The Development and the Terrace Glen Property are collectively referred to as the "Antioch Scattered Site Development." The Combined County Loan includes restructured existing financing associated with the Antioch Scattered Site Development, as well as new financing, to assist in the rehabilitation of the Antioch Scattered Site Development.

E. The Combined County Loan includes: (i) Six Hundred Twenty-Five Thousand Dollars (\$625,000) of HOME Funds previously loaned to the Seller and restructured pursuant to the Loan Agreement; (ii) Eight Hundred Fifty-Six Thousand Dollars (\$856,000) of HOME Funds previously loaned to the owner of the Terrace Glen Property and restructured pursuant to the Loan Agreement; and (iii) One Million Three Hundred Thousand Dollars (\$1,300,000) in HOME Funds to be loaned to Borrower by the County, concurrent with the execution of this HOME Regulatory Agreement (the "New County Loan Funds").

F. In addition to the Loan Agreement, the Combined County Loan is evidenced by the following documents: (i) a deed of trust with assignment of rents, security agreement, and fixture filing of even date herewith, among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary; (ii) an intercreditor agreement of even date herewith among the City of Antioch, the County, and Borrower; (iii) three (3) promissory notes executed by Borrower of even date herewith, for the existing loan portions of the Combined County Loan assumed by Borrower, and the newly funded portion of the Combined County Loan; and (iv) four (4) regulatory agreements associated with the Development and the Terrace Glen Property, including this HOME Regulatory Agreement and the County Regulatory Agreement, executed by Borrower of even date herewith, (collectively, the "Loan Documents"). The Loan Documents are described in more detail in the Loan Agreement.

G. The County has the authority to lend the Combined County Loan to Borrower pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to loan the HOME Funds pursuant to 24 C.F.R. 92.205.

H. The County has agreed to make the Combined County Loan on the condition that Borrower maintain and operate the Development in accordance with restrictions set forth in this HOME Regulatory Agreement and the County Regulatory Agreement, and in the related documents evidencing the Combined County Loan. Three (3) of the Units are restricted by the County pursuant to this HOME Regulatory Agreement.

I. Fourteen (14) of the Units are restricted by the County pursuant the County Regulatory Agreement (including the units restricted by this HOME Regulatory Agreement after the expiration of the HOME Term). This HOME Regulatory Agreement supersedes in its entirety the Regulatory Agreement dated September 18, 2000, recorded against the Property on September 21, 2000, as Instrument No.2000-204510.

J. As it applies to the HOME-Assisted Units this HOME Regulatory Agreement will be in effect for the HOME Term. The County Regulatory Agreement as it applies to the HOME-Assisted Units will be in effect for fifty-five (55) years from the Completion Date which term overlaps with but is longer than the HOME Term. Pursuant to Section 6.16 below, compliance

with the terms of this HOME Regulatory Agreement will be deemed compliance with the County Regulatory Agreement during the HOME Term with respect to the HOME-Assisted Units.

K. In consideration of receipt of the Combined County Loan at an interest rate substantially below the market rate, Borrower agrees to observe all the terms and conditions set forth below.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

1.1 Definitions.

The following terms have the following meanings:

- (a) "Accessibility Requirements" has the meaning set forth in Section 2.1(c).
- (b) "Actual Household Size" means the actual number of persons in the applicable household.
- (c) "Adjusted Income" means with respect to the Tenant of each HOME-Assisted Unit, the Tenant's total anticipated annual income as defined in 24 CFR 5.609 and calculated pursuant to 24 CFR 5.611, and as further referenced in 24 CFR 92.203(b)(1).
- (d) "Antioch Scattered Site Development" has the meaning set forth in Paragraph D of the Recitals.
- (e) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in Health & Safety Code Section 50052.5(h), used to calculate Rent, provided that if a different calculation is required by the HOME regulations, such calculation must be used for the HOME-Assisted Units.
- (f) "City" means the City of Antioch, California, a municipal corporation.
- (g) "Combined County Loan" has the meaning set forth in Paragraph D of the Recitals.
- (h) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.
- (i) "County Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing County requirements applicable to the Combined County Loan, to be recorded against the Property concurrently herewith.

(j) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary, that encumbers the Property to secure repayment of the Combined County Loan and Borrower's performance of the Loan Documents.

(k) "Development" has the meaning set forth in Paragraph C of the Recitals.

(l) "Development Regulatory Documents" has the meaning set forth in Section 4.2(a).

(m) "Existing Tenants" means the tenants that occupy the HOME-Assisted Units on the date of Borrower's acquisition of the Property.

(n) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(o) "High HOME Rent" means a monthly Rent that does not exceed the maximum rent published by HUD for a Low Income Household for the applicable bedroom size as set forth in 24 C.F.R. 92.252(a).

(p) "HOME" has the meaning set forth in Paragraph B of the Recitals.

(q) "HOME-Assisted Units" means the three (3) Units to be rehabilitated on the Property that are (i) restricted to occupancy by Very Low Income Households in compliance with Section 2.1 below, and (ii) are "floating" Units as defined in 24 C.F.R. 92.252(j).

(r) "HOME Funds" has the meaning set forth in Paragraph B of the Recitals.

(s) "HOME Term" means the term of this HOME Regulatory Agreement which commences as of the date of this HOME Regulatory Agreement, and unless sooner terminated pursuant to the terms of this HOME Regulatory Agreement, expires on the sixteenth (16th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the HOME Term will expire on the eighteenth (18th) anniversary of this HOME Regulatory Agreement.

(t) "HOME Regulatory Agreement" has the meaning set forth in the first paragraph of this HOME Regulatory Agreement.

(u) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(v) "Investor Limited Partner" means, RSEP Holding, LLC, a Delaware limited liability company.

(w) "Loan Agreement" has the meaning set forth in Paragraph D of the Recitals.

(x) "Loan Documents" has the meaning set forth in Paragraph F of the Recitals.

(y) "Low HOME Rent" means a monthly Rent that does not exceed the maximum rent published by HUD for a Very Low Income Household for the applicable bedroom size as set forth in 24 C.F.R. 92.252(b).

(z) "Low Income Household" means a Tenant (i) with an Adjusted Income that does not exceed eighty percent (80%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than eighty percent (80%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes, as such definition may be amended pursuant to 24 C.F.R. Section 92.2, and (ii) that is not an individual student not eligible to receive Section 8 assistance under 24 C.F.R. 5.612.

(aa) "Maintenance Standards" has the meaning set forth in Section 5.6 (a).

(bb) "Marketing Plan" has the meaning set forth in Section 4.3(a).

(cc) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(dd) "New County Loan Funds" has the meaning set forth in Paragraph E of the Recitals.

(ee) "Operating Budget" has the meaning set forth in Section 2.5(a).

(ff) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership, dated on or about November 1, 2018, that governs the operation and organization of Borrower as a California limited partnership.

(gg) "Property" has the meaning set forth in Paragraph C of the Recitals.

(hh) "RCD" means Resources for Community Development, a California nonprofit public benefit corporation.

(ii) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities; any separately charged fees or service charges assessed by Borrower which are customarily charged in rental housing and required of all Tenants (subject to the limitations set forth in 24 C.F.R. 92.214(b)(3)), other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any

other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.

(jj) "Rental Subsidy" has the meaning set forth in Section 2.5(a).

(kk) "Seller" has the meaning set forth in Paragraph C of the Recitals.

(ll) "Subsidy Units" has the meaning set forth in Section 2.5(a).

(mm) "Tenant" means the tenant household that occupies a Unit in the Development.

(nn) "Tenant Selection Plan" has the meaning set forth in Section 4.3(b).

(oo) "Terrace Glen Property" has the meaning set forth in Paragraph D of the Recitals.

(pp) "Transfer" has the meaning set forth in Section 6.1.

(qq) "Unit(s)" means one (1) or more of the units in the Development.

(rr) "Very Low Income Household" means a household (i) with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than fifty percent (50%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes as set forth in 24 C.F.R. Section 92.2, and (ii) that is not an individual student not eligible to receive Section 8 assistance under 24 C.F.R. 5.612.

(ss) "Very Low Income Rent" means the maximum allowable rent for a Very Low Income Unit pursuant to Section 2.2(a) below.

(tt) "Very Low Income Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Very Low Income Households.

ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

(a) Very Low Income Units. During the HOME Term Borrower shall cause three (3) Units to be rented to and occupied by or, if vacant, available for occupancy by, Very Low Income Households.

(b) Intermingling of Units. Borrower shall cause the HOME-Assisted Units to be intermingled throughout the Development and of comparable quality to all other Units. All

Tenants must have equal access to and enjoyment of all common facilities in the Development. The HOME-Assisted Units must be of the bedroom size set forth in the following chart:

	Very Low Income Units
One-Bd.	3

(c) Disabled Persons Occupancy.

(1) Borrower shall cause the Development to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(2) Borrower shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with the Accessibility Requirements. This obligation to indemnify survives termination of this HOME Regulatory Agreement, repayment of the Combined County Loan and the reconveyance of the Deed of Trust.

(d) Existing Tenants. Borrower shall provide the County a written report of the income and rent amount of all Existing Tenants within thirty (30) days of acquisition of the Development. Concurrent with providing the report to the County, Borrower shall also provide a proposal regarding designation of Units as Very Low Income Units. Borrower shall not implement any rent increases for Existing Tenants upon acquisition of the Development without the approval of the County. Any Existing Tenant lawfully residing in the Development as of the date of this Agreement is entitled to remain a resident of the Development if such Tenant does not meet the income and other eligibility criteria of this Section 2.1. If and when such non-qualifying Existing Tenant voluntarily vacates the Unit, Borrower shall rent such Unit to a Very Low Income Household, as necessary to meet the provisions of this Section.

(e) HOME-Assisted Unit Compliance Deadline. Each HOME-Assisted Unit must be rented to and occupied by a Very Low Income Household pursuant to Section 2.1(a) on or before the date that occurs eighteen (18) months after the Completion Date. If Borrower fails to comply with this requirement, Borrower shall repay a portion of the New County Loan Funds, with interest, in accordance with Section 2.10(c) of the Loan Agreement.

2.2 Allowable Rent.

(a) Very Low Income Rent. Subject to the provisions of Section 2.4 below, the Rent paid by Tenants of Very Low Income Units may not exceed the Low HOME Rent.

(b) No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the HOME-Assisted Units for any housing or other services provided by Borrower.

2.3 Rent Increases.

(a) Rent Amount. The initial Rent for all HOME-Assisted Units must be approved by the County prior to occupancy. The County will provide Borrower with a schedule of maximum permissible Rents for the HOME-Assisted Units and the maximum monthly allowances for utilities and services (excluding telephone) annually.

(b) Rent Increases. All Rent increases for all HOME-Assisted Units are subject to County approval. No later than sixty (60) days prior to the proposed implementation of any Rent increase affecting a HOME-Assisted Unit, Borrower shall submit to the County a schedule of any proposed increase in the Rent charged for HOME-Assisted Units. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. The County will disapprove a Rent increase if it violates the schedule of maximum permissible Rents for the HOME-Assisted Units provided to Borrower by the County, or is greater than a 5% increase over the previous year's Rent, provided that the County may approve a request from Borrower for a rent increase greater than 5%, with a written explanation for the request from Borrower. Borrower shall give Tenants written notice at least thirty (30) days prior to any Rent increase, following completion of the County approval process set forth above.

2.4 Increased Income of Tenants.

(a) Increased Income above Very Low Income but below Low Income Limit. If, upon the annual certification of the income of a Tenant of a Very Low Income Unit, Borrower determines that the income of the Tenant has increased above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Low HOME Rent. Borrower shall then rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(a), or re-designate another comparable Unit in the Development with a Very Low Income Household a Very Low Income Unit, to comply with the requirements of Section 2.1(a) above. Upon renting the next available Unit in accordance with Section 2.1(a) or re-designating another Unit in the Development as a Very Low Income Unit, the Unit with the over-income Tenant will no longer be considered a HOME-Assisted Unit.

(b) Non-Qualifying Household. If, upon the annual certification of the income a Tenant of a HOME-Assisted Unit, Borrower determines that the Tenant's income has increased above the qualifying limit for a Low Income Household, the Tenant may continue to occupy the Unit. Upon the expiration of such Tenant's lease, Borrower shall:

(1) With 60 days' advance written notice, increase such Tenant's Rent to the lesser of (i) one-twelfth (1/12) of thirty percent (30%) of the actual Adjusted Income of the

Tenant, and (ii) the fair market rent (subject to 24 C.F.R. 92.252(i)(2) regarding low income housing tax credit requirements), and

(2) Rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(a), or designate another comparable Unit that is occupied by a Very Low Income Household as a HOME-Assisted Unit, to meet the requirements of Section 2.1(a) above. On the day that Borrower complies with Section 2.1(a) in accordance with this Section 2.4(b), the Unit with the over-income Tenant will no longer be considered a HOME-Assisted Unit.

(c) Termination of Occupancy. Upon termination of occupancy of a HOME-Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

2.5 Loss of Subsidy.

(a) It is anticipated that certain Units in the Development (the "Subsidy Units") will receive Project-Based Section 8 or other rental subsidy payments (the "Rental Subsidy") throughout the Term, as reflected in the Approved Development Budget. Notwithstanding Section 2.3(b), if any change in federal law occurs, or any action (or inaction) by Congress or any federal or State agency occurs, which results in a reduction, termination or nonrenewal of the Rental Subsidy through no fault of the Borrower, such that the Rental Subsidy shown on the Approved Development Budget is no longer available, Borrower may increase the Rent on one or more of the HOME-Assisted Units that overlap with a Subsidy Unit, to the Low HOME Rent and/or High HOME Rent as applicable, subject to the following requirements:

(1) At the time Borrower requests an increase in the Rent, Borrower shall provide the County with an operating budget for the Development for the County's approval pursuant to Section 4.4 of the Loan Agreement, showing the impact of the loss or reduction of the Rental Subsidy (the "Operating Budget");

(2) The number of HOME-Assisted Units subject to the Rent increase and the level of rent increase (i.e. Low HOME Rent and High HOME Rent) may not be greater than the amount required to ensure that the Development generates sufficient income to cover its operating costs and debt service as shown on the Operating Budget, and as is necessary to maintain the financial stability of the Development;

(3) The Rent of at least one (1) of the HOME-Assisted Units may not exceed the Low HOME Rent;

(4) Borrower shall use good faith efforts to ensure that the Tenants whose Rents are increased to the High HOME Rent have the highest incomes of the Tenants occupying the HOME-Assisted Units; and

(5) Any such Rent increase must be pursuant to a transition plan approved by the County, consistent with remedial measures set forth in California Code of Regulations Title 4, Division 17, Chapter 1, Section 10337(a)(3) or successor regulation applicable to California's Federal and State Low Income Housing Tax Credit Program.

(b) Borrower shall use good faith efforts to obtain alternative sources of rental subsidies and shall provide the County with annual progress reports on efforts to obtain alternative sources of rental subsidies that would allow the rents on the HOME Assisted Units to be reduced back to the Very Low Income Rent. Upon receipt of any alternative rental subsidies, Borrower shall reduce the rents on the County-Assisted Units back to the Very Low Income Rent, to the extent that the alternative rental subsidies provide sufficient income to cover the operating costs and debt service of the Development as shown on the Operating Budget.

ARTICLE 3 INCOME CERTIFICATION; REPORTING; RECORDS

3.1 Income Certification. Borrower shall obtain, complete, and maintain on file, within sixty (60) days before expected occupancy and annually thereafter, income certifications from each Tenant renting any of the HOME-Assisted Units. Borrower shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Borrower shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Where applicable, Borrower shall examine at least two (2) months of relevant source documentation. Copies of Tenant income certifications are to be available to the County upon request.

3.2 Reporting Requirements.

(a) Borrower shall submit to the County within one hundred eighty (180) days after the Completion Date, and not later than forty-five (45) days after the close of each calendar year, or such other date as may be requested by the County, a report that includes the following data for each Unit and specifically identifies which Units are HOME-Assisted Units: (i) Tenant income, (ii) the number of occupants, (iii) the Rent, (iv) the number of bedrooms, and (v) the initial address of each Tenant. To demonstrate continued compliance with Section 2.1 Borrower shall cause each annual report after the initial report to include a record of any subsequent Tenant substitutions and any vacancies in HOME-Assisted Units that have been filled.

(b) Borrower shall submit to the County within forty-five (45) days after receipt of a written request, or such other time agreed to by the County, any other information or completed forms requested by the County in order to comply with reporting requirements of HUD, the State of California, and the County.

3.3 Tenant Records. Borrower shall maintain complete, accurate and current records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Borrower, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Borrower that pertain to the Development.

3.4 Development Records.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 6.11 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of the Loan Documents to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this HOME Regulatory Agreement. Borrower shall cause all books, records, and accounts to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records for a period of not less than five (5) years after their creation in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Combined County Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. Borrower shall cause the records to include all invoices, receipts, and other documents related to expenditures from the Combined County Loan funds. Borrower shall cause records to be accurate and current and in a form that allows the County to comply with the record keeping requirements contained in 24 C.F.R. 92.508. Such records are to include but are not limited to:

(1) Records providing a full description of the activities undertaken with the use of the Combined County Loan funds;

(2) Records demonstrating compliance with the HUD property standards and lead-based paint requirements and the maintenance requirements set forth in Section 5.6 (which implements 24 C.F.R. 92.251);

(3) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(4) Financial records as required by 24 C.F.R. 92.505, and 2 C.F.R. Part 200;

- (5) Records demonstrating compliance with the HOME marketing, tenant selection, affordability, and income requirements;
- (6) Records demonstrating compliance with MBE/WBE requirements;
- (7) Records demonstrating compliance with 24 C.F.R. Part 135 which implements Section 3 of the Housing Development Act of 1968;
- (8) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments; and
- (9) Records demonstrating compliance with labor requirements including certified payrolls from Borrower's general contractor evidencing that applicable prevailing wages have been paid.

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

ARTICLE 4 OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Borrower shall operate the Development for residential use only. No part of the Development may be operated as transient housing.

4.2 Compliance with Loan Documents and Regulatory Requirements.

(a) Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents; (ii) all requirements imposed on projects assisted with HOME Funds as contained in 42 U.S.C. Section 12701, et seq., 24 C.F.R. Part 92, and other implementing rules and regulations; and (iii) any other regulatory requirements imposed on the Development including but not limited to regulatory agreements associated with the Low Income Housing Tax Credits provided by the California Tax Credit Allocation Committee, and rental subsidies provided to the Development (the "Development Regulatory Documents").

(b) Borrower shall promptly notify the County in writing of the existence of any default under any Development Regulatory Documents, and provide the County copies of any such notice of default.

4.3 Marketing Plan; Tenant Selection Plan.

(a) Marketing Plan.

(1) No later than six (6) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County for approval its plan for marketing the Development to income-eligible households as required by this HOME Regulatory Agreement (the "Marketing Plan"). The Marketing Plan must include information on affirmative marketing efforts and compliance with fair housing laws and 24 C.F.R. 92.351(a).

(2) Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Marketing Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Marketing Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. If the Borrower does not submit a revised Marketing Plan that is approved by the County at least three (3) months prior to the date rehabilitation of the Development is projected to be complete, Borrower will be in default of this HOME Regulatory Agreement.

(3) If any HOME-Assisted Units have not been rented in accordance with Section 2.1 above on or before the date that is five (5) months after the Completion Date Borrower shall submit to the County a detailed report of ongoing marketing efforts, and if deemed appropriate by the County, any necessary amendments or updates to the Marketing Plan to cause the vacant HOME-Assisted Units to be rented in compliance with Section 2.1.

(4) If any HOME-Assisted Units have not been rented to in accordance with Section 2.1 above on or before the date that is twelve (12) months after the Completion Date Borrower shall submit to the County a detailed report of ongoing marketing efforts, and if deemed appropriate by the County, any necessary amendments or updates to the Marketing Plan to cause the vacant HOME-Assisted Units to be rented in compliance with Section 2.1.

(b) Tenant Selection Plan.

(1) No later than six (6) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County, for its review and approval, Borrower's written tenant selection plan (the "Tenant Selection Plan"). Borrower's Tenant Selection Plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d), and any modifications thereto.

(2) Upon receipt of the Tenant Selection Plan, the County will promptly review the Tenant Selection Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Tenant Selection Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Tenant Selection Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Tenant Selection Plan until the Tenant Selection Plan is

approved by the County. If the Borrower does not submit a revised Tenant Selection Plan that is approved by the County at least three (3) months prior to the date rehabilitation of the Development is projected to be complete, Borrower will be in default of this HOME Regulatory Agreement.

4.4 Lease Provisions.

(a) No later than four (4) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County for approval Borrower's proposed form of lease agreement for the County's review and approval. When leasing Units within the Development, Borrower shall use the form of lease approved by the County. Borrower may not permit the lease to contain any provision that is prohibited by 24 C.F.R. Section 92.253(b) and any amendments thereto. Borrower's form of lease must include any provisions necessary to comply with the requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs. The form of lease must comply with all requirements of this HOME Regulatory Agreement, the other Loan Documents and must, among other matters:

(1) provide for termination of the lease for failure to: (i) provide any information required under this HOME Regulatory Agreement or reasonably requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this HOME Regulatory Agreement, or (ii) qualify as a Very Low Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation;

(2) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3 above; and

(3) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 3.9(b) of the Loan Agreement, and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

(b) During the HOME Term, Borrower shall comply with the Marking Plan and Tenant Selection Plan approved by the County.

4.5 Lease Termination. Any termination of a lease or refusal to renew a lease for a HOME-Assisted Unit within the Development must be in conformance with 24 C.F.R. 92.253(c) and the requirements of the Violence Against Women Reauthorization Act of 2013 ((Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs, and must be preceded by not less than sixty (60) days written notice to the Tenant by Borrower specifying the grounds for the action.

4.6 HOME Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the HOME Funds as set forth in 24 C.F.R. Part 92. In the event of any conflict between this HOME Regulatory Agreement and applicable laws and regulations governing the use of the Combined County Loan funds, the applicable laws and regulations govern.

(b) The laws and regulations governing the use of the Combined County Loan funds include (but are not limited to) the following:

(1) Environmental and Historic Preservation. 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5;

(2) Applicability of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The applicable policies, guidelines, and requirements of 2 C.F.R. Part 200 and 24 C.F.R. 92.505;

(3) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24;

(4) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608;

(5) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35;

(6) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq. (if applicable); and 24 C.F.R. 92.353;

(7) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and

the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto;

(8) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time;

(9) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. Borrower agrees to include the following language in all subcontracts executed under this HOME Regulatory Agreement:

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(v) The contractor will certify that any vacant employment positions, including training positions, that are filled (A) after the contractor is selected but before the contract is executed, and (B) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

(vi) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(vii) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(8) Labor Standards. The labor requirements set forth in 24 C.F.R. 92.354; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended;

(9) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24;

(10) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87;

(11) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Borrower shall immediately notify the County. Borrower shall not shall alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist;

(12) Religious Organizations. If the Borrower is a religious organization, as defined by the HOME requirements, the Borrower shall comply with all conditions prescribed by HUD for the use of HOME Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 92.257;

(13) Violence Against Women. The requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs;

(14) Conflict of Interest. The conflict of interest provisions set forth in 24 C.F.R. 92.356; and

(15) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Combined County Loan funds.

ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Borrower is responsible for all management functions with respect to the Development, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Borrower shall retain a professional property management company approved by the County in its reasonable discretion to perform Borrower's management duties hereunder. An on-site property management representative is required to reside at the Property.

5.2 Management Agent. Borrower shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). The County has approved the John Stewart Company as the Management Agent. Borrower shall submit for the County's approval the identity of any proposed subsequent management agent. Borrower shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying Borrower in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management

practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this HOME Regulatory Agreement. Borrower shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this HOME Regulatory Agreement, the County shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Borrower of such written notice, the County staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this HOME Regulatory Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.5 below.

5.5 Approval of Management Policies. Borrower shall submit its written management policies with respect to the Development to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this HOME Regulatory Agreement.

5.6 Property Maintenance.

(a) Borrower shall maintain, for the entire HOME Term of this HOME Regulatory Agreement, all interior and exterior improvements, including landscaping: (i) in decent, safe and sanitary condition, (ii) in good condition and repair, and (iii) free of all health and safety defects. Such maintenance must be in accordance with: (i) 24 C.F.R. Section 92.251, (ii) the lead-based paint requirements in 24 C.F.R. part 35, and (iii) all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, (collectively, the "Maintenance Standards"). Borrower shall correct any life-threatening maintenance deficiencies, including those set forth in the Maintenance Standards immediately upon notification.

(b) At the beginning of each year of the HOME Term, Borrower shall certify to the County that the Development is in compliance with the Maintenance Standards.

5.7 Property Inspections.

(a) On-Site Physical Inspections. The County will perform on-site inspections of the Development during the HOME Term to ensure compliance with the Maintenance Standards. The County will perform an on-site inspection within twelve months after completion of rehabilitation of the Development and at least once every three (3) years during the HOME Term. If the Development is found to have health and safety violations, the County may perform more frequent inspections. Borrower shall cooperate in such inspections.

(b) Violation of Maintenance Standards. If after an inspection, the County determines that Borrower is in violation of the Maintenance Standards, the County will provide Borrower a written report of the violations. Borrower shall correct the violations set forth in the report provided to Borrower by County. The County will perform a follow-up inspection to verify that the violations have been corrected. If such violations continue for a period of ten (10) days after delivery of the report to Borrower by the County with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after delivery of the report to Borrower by the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the violation. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount Borrower shall promptly pay to the County upon demand.

ARTICLE 6
MISCELLANEOUS

6.1 Transfers.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under the Loan Documents; and/or (ii) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of any single unit in the Development to an occupant in compliance with this HOME Regulatory Agreement. The County Director – Department of Conservation and Development is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) Except as otherwise permitted in this Section 6.1, no Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The Combined County Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(c) The County hereby approves the admission of the Investor Limited Partner and Red Stone Equity Manager, LLC, a Delaware limited liability company, to Borrower as limited partners. The County hereby approves future Transfers of the limited partner interest of Borrower provided that: (i) such Transfers do not affect the timing and amount of the Investor Limited Partner capital contributions provided for in the Partnership Agreement; and (ii) in subsequent Transfers, the Investor Limited Partner or an affiliate thereof, retains a membership or partnership interest and serves as a managing member or managing general partner of the successor limited partner.

(d) The County hereby approves a Transfer of the Property from Borrower to RCD, or a non-profit affiliate of RCD, and an assumption of the Combined County Loan by such transferee at or prior to the end of the Fifteen Year Compliance Period, provided that: (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, (ii) the assignment and assumption agreement evidencing such Transfer requires the transferee to expressly assume the obligations of Borrower under the Loan Documents, and (iii) the County is provided executed copies of all documents evidencing the Transfer.

(e) The County hereby approves the purchase of the Investor Limited Partner interest by RCD, or a non-profit affiliate of RCD at or prior to the end of the Fifteen Year Compliance Period, provided that (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, and (ii) the County is provided executed copies of all documents evidencing the Transfer.

(f) In the event the general partner of Borrower is removed by the limited partner of Borrower for cause following default under the Partnership Agreement, the County hereby approves the Transfer of the general partner interest to (i) a 501(c)(3) tax exempt nonprofit corporation or other entity with a 501(c)(3) tax exempt nonprofit corporation member or partner, that is selected by the Investor Limited Partner and approved by the County, and (ii) the Investor Limited Partner or an affiliate thereof, but only for a period not to exceed ninety (90) days from the date of removal of the general partner, during which time such entity shall diligently seek a replacement general partner meeting the requirements of subsection (i) above.

(g) The County hereby approves the grant of the security interests in the Development for Approved Financing as such term is defined in Section 1.1(f) of the Loan Agreement.

6.2 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Borrower may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households pursuant to this HOME Regulatory Agreement. Borrower herein covenants by and for Borrower, assigns, and all persons claiming under or through Borrower, that there exist no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or

disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any unit nor will Borrower or any person claiming under or through Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any unit or in connection with the employment of persons for the construction, operation and management of any unit.

(b) Borrower shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. Borrower may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Borrower apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

6.3 Application of Provisions. The provisions of this HOME Regulatory Agreement apply to the Property for the entire HOME Term even if the Combined County Loan is paid in full prior to the end of the HOME Term. This HOME Regulatory Agreement binds any successor, heir or assign of Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the County. The County is making the Combined County Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.4 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this HOME Regulatory Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the HOME Term said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this HOME Regulatory Agreement.

6.5 Enforcement by the County.

(a) If Borrower fails to perform any obligation under this HOME Regulatory Agreement, and fails to cure the default within thirty (30) days after the County has notified Borrower in writing of the default, the County may enforce this HOME Regulatory Agreement by any or all of the following actions, or any other remedy provided by law:

(1) Calling the Combined County Loan. The County may declare a default under the Loan Documents, accelerate the indebtedness evidenced by the Loan Documents, and proceed with foreclosure under the Deed of Trust.

(2) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Borrower's performance of its obligations under this HOME Regulatory Agreement, and may seek damages.

(3) Remedies Provided Under Loan Documents. The County may exercise any other remedy provided under the Loan Documents.

(b) The County shall provide notice of a default to the Investor Limited Partner and any limited partner of Borrower who has requested written notice from the County in the manner set forth in Section 6.5 of the Loan Agreement.

6.6 Anti-Lobbying Certification.

(a) Borrower certifies, to the best of Borrower's knowledge or belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when the Loan Documents were made or entered into. Submission of this certification is a prerequisite for making or entering into the Loan Documents imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars (\$100,000) for such failure.

6.7 Attorneys' Fees and Costs. In any action brought to enforce this HOME Regulatory Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.8 Recording and Filing. The County and Borrower shall cause this HOME Regulatory Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.9 Governing Law. This HOME Regulatory Agreement is governed by the laws of the State of California.

6.10 Waiver of Requirements. Any of the requirements of this HOME Regulatory Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this HOME Regulatory Agreement extends to or affects any other provision of this HOME Regulatory Agreement, and may not be deemed to do so.

6.11 Amendments. This HOME Regulatory Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

6.12 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

Borrower: Antioch Recap, L.P.
c/o Resources for Community Development
2220 Oxford Street
Berkeley, California 94704
Attention: Executive Director

Investor Limited
Partner: RSEP Holding, LLC
c/o Red Stone Equity Partners, LLC
1100 Superior Avenue, Suite 1640
Cleveland, OH 44114
Attention: General Counsel

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.13 Severability. If any provision of this HOME Regulatory Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this HOME Regulatory Agreement will not in any way be affected or impaired thereby.

6.14 Multiple Originals; Counterparts. This HOME Regulatory Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.15 Revival of Agreement after Foreclosure. In the event there is a foreclosure of the Property, this HOME Regulatory Agreement will revive according to its original terms if, during the HOME Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or

any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or Property.

6.16 County Regulatory Agreement. The County and Borrower are entering into this HOME Regulatory Agreement concurrently with the County Regulatory Agreement. The County Regulatory Agreement as it applies to the HOME-Assisted Units will be in effect for fifty-five (55) years from the Completion Date which term overlaps with but is longer than the HOME Term. Compliance with the terms of this HOME Regulatory Agreement will be deemed compliance with the County Regulatory Agreement during the HOME Term as it applies to the HOME-Assisted Units. In the event of a conflict between this HOME Regulatory Agreement and the County Regulatory Agreement during the HOME Term as it applies to the HOME-Assisted Units, the terms of this HOME Regulatory Agreement will prevail.

[signatures on following pages]

WHEREAS, this HOME Regulatory Agreement has been entered into by the undersigned as of the date first written above.

COUNTY:

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

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

Approved as to form:

SHARON L. ANDERSON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

BORROWER:

Antioch Recap, L.P.,
a California limited partnership

By: RCD GP III, LLC,
a California limited liability company,
its general partner

By: Resources for Community
Development, a California nonprofit
public benefit corporation its sole
member/manager

By: _____
Daniel Sawislak, Executive Director

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 _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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.

Name: _____
Notary Public

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 _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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.

Name: _____
Notary Public

EXHIBIT A

Legal Description
(Pinecrest)

The land is situated in the State of California, County of Contra Costa, and is described as follows:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

HOME REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
Antioch Scattered Site Renovation
(Terrace Glen New HOME Units)

This HOME Regulatory Agreement and Declaration of Restrictive Covenants (the "HOME Regulatory Agreement") is dated November 1, 2018 and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Antioch Recap, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this HOME Regulatory Agreement.

B. The County has received Home Investment Partnerships Act ("HOME") funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"). The HOME Funds must be used by the County in accordance with 24 C.F.R. Part 92.

C. Borrower intends to purchase that certain real property located at 35, 45, 101, 103, 105 and 107 W. 20th Street, and 104 and 106 W. 20th Street in the City of Antioch, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property") from Resources for Community Development, a California nonprofit public benefit corporation, a California limited partnership (the "Seller" or "RCD"). Borrower intends to rehabilitate the existing thirty-two (32) housing units located on the Property for rental to extremely low, very low and low income households, along with one (1) manager's unit. Together the Property and its improvements are the "Development".

D. Pursuant to a Development Loan Agreement of even date herewith between the County and Borrower (the "Loan Agreement"), the County is lending Borrower Three Million Six Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$3,670,962) (the "Combined County Loan") to assist in the rehabilitation of the Development, and the concurrent

rehabilitation of twenty-four (24) units of affordable housing located at 1945 and 1949 Cavallo Road in the City of Antioch (the "Pinecrest Property"). The Development and the Pinecrest Property are collectively referred to as the "Antioch Scattered Site Development." The Combined County Loan includes restructured existing financing associated with the Antioch Scattered Site Development, as well as new financing, to assist in the rehabilitation of the Antioch Scattered Site Development.

E. The Combined County Loan includes: (i) Eight Hundred Fifty-Six Thousand Dollars (\$856,000) of HOME Funds previously loaned to the Seller and restructured pursuant to the Loan Agreement; (ii) Six Hundred Twenty-Five Thousand Dollars (\$625,000) of HOME Funds previously loaned to the owner of the Pinecrest Property and restructured pursuant to the Loan Agreement; and (iii) One Million Three Hundred Thousand Dollars (\$1,300,000) in HOME Funds to be loaned to Borrower by the County, concurrent with the execution of this HOME Regulatory Agreement (the "New County Loan Funds").

F. In addition to the Loan Agreement, the Combined County Loan is evidenced by the following documents: (i) a deed of trust with assignment of rents, security agreement, and fixture filing of even date herewith, among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary; (ii) an intercreditor agreement of even date herewith among the City of Antioch, the County, and Borrower; (iii) three (3) promissory notes executed by Borrower of even date herewith, for the existing loan portions of the Combined County Loan assumed by Borrower, and the newly funded portion of the Combined County Loan; and (iv) four (4) regulatory agreements associated with the Development and the Pinecrest Property, including this HOME Regulatory Agreement and the County Regulatory Agreement, executed by Borrower of even date herewith, (collectively, the "Loan Documents"). The Loan Documents are described in more detail in the Loan Agreement.

G. The County has the authority to lend the Combined County Loan to Borrower pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to loan the HOME Funds pursuant to 24 C.F.R. 92.205.

H. The County has agreed to make the Combined County Loan on the condition that Borrower maintain and operate the Development in accordance with restrictions set forth in this HOME Regulatory Agreement and the County Regulatory Agreement, and in the related documents evidencing the Combined County Loan. Five (5) of the Units are restricted by the County pursuant to this HOME Regulatory Agreement.

I. Twenty-one (21) of the Units are restricted by the County pursuant the County Regulatory Agreement (including the units restricted by this HOME Regulatory Agreement after the expiration of the HOME Term). This HOME Regulatory Agreement supersedes in its entirety the Regulatory Agreement dated November 4, 1996, recorded against the Property on November 6, 1996, as Instrument No. 96-210492, as amended by a First Amendment to Regulatory Agreement dated August 5, 1998 and recorded against the Property on August 25, 1998, as Instrument No. 98-202840.

J. As it applies to the HOME-Assisted Units this HOME Regulatory Agreement will be in effect for the HOME Term. The County Regulatory Agreement as it applies to the HOME-Assisted Units will be in effect for fifty-five (55) years from the Completion Date which term overlaps with but is longer than the HOME Term. Pursuant to Section 6.16 below, compliance with the terms of this HOME Regulatory Agreement will be deemed compliance with the County Regulatory Agreement during the HOME Term with respect to the HOME-Assisted Units.

K. In consideration of receipt of the Combined County Loan at an interest rate substantially below the market rate, Borrower agrees to observe all the terms and conditions set forth below.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

1.1 Definitions.

The following terms have the following meanings:

- (a) "Accessibility Requirements" has the meaning set forth in Section 2.1(c).
- (b) "Actual Household Size" means the actual number of persons in the applicable household.
- (c) "Adjusted Income" means with respect to the Tenant of each HOME-Assisted Unit, the Tenant's total anticipated annual income as defined in 24 CFR 5.609 and calculated pursuant to 24 CFR 5.611, and as further referenced in 24 CFR 92.203(b)(1).
- (d) "Antioch Scattered Site Development" has the meaning set forth in Paragraph D of the Recitals.
- (e) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in Health & Safety Code Section 50052.5(h), used to calculate Rent, provided that if a different calculation is required by the HOME regulations, such calculation must be used for the HOME-Assisted Units.
- (f) "City" means the City of Antioch, California, a municipal corporation.
- (g) "Combined County Loan" has the meaning set forth in Paragraph D of the Recitals.
- (h) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.

(i) "County Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing County requirements applicable to the Combined County Loan, to be recorded against the Property concurrently herewith.

(j) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary, that encumbers the Property to secure repayment of the Combined County Loan and Borrower's performance of the Loan Documents.

(k) "Development" has the meaning set forth in Paragraph C of the Recitals.

(l) "Development Regulatory Documents" has the meaning set forth in Section 4.2(a).

(m) "Existing Tenants" means the tenants that occupy the HOME-Assisted Units on the date of Borrower's acquisition of the Property.

(n) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(o) "High HOME Rent" means a monthly Rent that does not exceed the maximum rent published by HUD for a Low Income Household for the applicable bedroom size as set forth in 24 C.F.R. 92.252(a).

(p) "HOME" has the meaning set forth in Paragraph B of the Recitals.

(q) "HOME-Assisted Units" means the five (5) Units to be rehabilitated on the Property that are (i) restricted to occupancy by Very Low Income Households in compliance with Section 2.1 below, and (ii) are "floating" Units as defined in 24 C.F.R. 92.252(j).

(r) "HOME Funds" has the meaning set forth in Paragraph B of the Recitals.

(s) "HOME Term" means the term of this HOME Regulatory Agreement which commences as of the date of this HOME Regulatory Agreement, and unless sooner terminated pursuant to the terms of this HOME Regulatory Agreement, expires on the sixteenth (16th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the HOME Term will expire on the eighteenth (18th) anniversary of this HOME Regulatory Agreement.

(t) "HOME Regulatory Agreement" has the meaning set forth in the first paragraph of this HOME Regulatory Agreement.

(u) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(v) "Investor Limited Partner" means, RSEP Holding, LLC, a Delaware limited liability company.

(w) "Loan Agreement" has the meaning set forth in Paragraph D of the Recitals.

(x) "Loan Documents" has the meaning set forth in Paragraph F of the Recitals.

(y) "Low HOME Rent" means a monthly Rent that does not exceed the maximum rent published by HUD for a Very Low Income Household for the applicable bedroom size as set forth in 24 C.F.R. 92.252(b).

(z) "Low Income Household" means a Tenant (i) with an Adjusted Income that does not exceed eighty percent (80%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than eighty percent (80%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes, as such definition may be amended pursuant to 24 C.F.R. Section 92.2, and (ii) that is not an individual student not eligible to receive Section 8 assistance under 24 C.F.R. 5.612.

(aa) "Maintenance Standards" has the meaning set forth in Section 5.6 (a).

(bb) "Marketing Plan" has the meaning set forth in Section 4.3(a).

(cc) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(dd) "New County Loan Funds" has the meaning set forth in Paragraph E of the Recitals.

(ee) "Operating Budget" has the meaning set forth in Section 2.5(a).

(ff) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership, dated on or about November 1, 2018, that governs the operation and organization of Borrower as a California limited partnership.

(gg) "Pinecrest Property" has the meaning set forth in Paragraph D of the Recitals.

(hh) "Property" has the meaning set forth in Paragraph C of the Recitals.

(ii) "RCD" has the meaning set forth in Paragraph C of the Recitals.

(jj) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities; any separately charged fees or service charges assessed by Borrower which are customarily charged in rental housing and required of all Tenants (subject to the limitations set forth in 24 C.F.R. 92.214(b)(3)), other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.

(kk) "Rental Subsidy" has the meaning set forth in Section 2.5(a).

(ll) "Seller" has the meaning set forth in Paragraph C of the Recitals.

(mm) "Subsidy Units" has the meaning set forth in Section 2.5(a).

(nn) "Tenant" means the tenant household that occupies a Unit in the Development.

(oo) "Tenant Selection Plan" has the meaning set forth in Section 4.3(b).

(pp) "Transfer" has the meaning set forth in Section 6.1.

(qq) "Unit(s)" means one (1) or more of the units in the Development.

(rr) "Very Low Income Household" means a household (i) with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than fifty percent (50%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes as set forth in 24 C.F.R. Section 92.2, and (ii) that is not an individual student not eligible to receive Section 8 assistance under 24 C.F.R. 5.612.

(ss) "Very Low Income Rent" means the maximum allowable rent for a Very Low Income Unit pursuant to Section 2.2(a) below.

(tt) "Very Low Income Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Very Low Income Households.

ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

(a) Very Low Income Units. During the HOME Term Borrower shall cause five (5) Units to be rented to and occupied by or, if vacant, available for occupancy by, Very Low Income Households.

(b) Intermingling of Units. Borrower shall cause the HOME-Assisted Units to be intermingled throughout the Development and of comparable quality to all other Units. All Tenants must have equal access to and enjoyment of all common facilities in the Development. The HOME-Assisted Units must be of the bedroom size set forth in the following chart:

	Very Low Income Units
Two-Bd.	4
Three-Bd.	1
Total	5

(c) Disabled Persons Occupancy.

(1) Borrower shall cause the Development to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(2) Borrower shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with the Accessibility Requirements. This obligation to indemnify survives termination of this HOME Regulatory Agreement, repayment of the Combined County Loan and the reconveyance of the Deed of Trust.

(d) Existing Tenants. Borrower shall provide the County a written report of the income and rent amount of all Existing Tenants within thirty (30) days of acquisition of the Development. Concurrent with providing the report to the County, Borrower shall also provide a proposal regarding designation of Units as Very Low Income Units. Borrower shall not implement any rent increases for Existing Tenants upon acquisition of the Development without the approval of the County. Any Existing Tenant lawfully residing in the Development as of the date of this Agreement is entitled to remain a resident of the Development if such Tenant does not meet the income and other eligibility criteria of this Section 2.1. If and when such non-qualifying Existing Tenant voluntarily vacates the Unit, Borrower shall rent such Unit to a Very Low Income Household, as necessary to meet the provisions of this Section.

(e) HOME-Assisted Unit Compliance Deadline. Each HOME-Assisted Unit must be rented to and occupied by a Very Low Income Household pursuant to Section 2.1(a) on or before the date that occurs eighteen (18) months after the Completion Date. If Borrower fails to comply with this requirement, Borrower shall repay a portion of the New County Loan Funds, with interest, in accordance with Section 2.10(c) of the Loan Agreement.

2.2 Allowable Rent.

(a) Very Low Income Rent. Subject to the provisions of Section 2.4 below, the Rent paid by Tenants of Very Low Income Units may not exceed the Low HOME Rent.

(b) No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the HOME-Assisted Units for any housing or other services provided by Borrower.

2.3 Rent Increases.

(a) Rent Amount. The initial Rent for all HOME-Assisted Units must be approved by the County prior to occupancy. The County will provide Borrower with a schedule of maximum permissible Rents for the HOME-Assisted Units and the maximum monthly allowances for utilities and services (excluding telephone) annually.

(b) Rent Increases. All Rent increases for all HOME-Assisted Units are subject to County approval. No later than sixty (60) days prior to the proposed implementation of any Rent increase affecting a HOME-Assisted Unit, Borrower shall submit to the County a schedule of any proposed increase in the Rent charged for HOME-Assisted Units. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. The County will disapprove a Rent increase if it violates the schedule of maximum permissible Rents for the HOME-Assisted Units provided to Borrower by the County, or is greater than a 5% increase over the previous year's Rent, provided that the County may approve a request from Borrower for a rent increase greater than 5%, with a written explanation for the request from Borrower. Borrower shall give Tenants written notice at least thirty (30) days prior to any Rent increase, following completion of the County approval process set forth above.

2.4 Increased Income of Tenants.

(a) Increased Income above Very Low Income but below Low Income Limit. If, upon the annual certification of the income of a Tenant of a Very Low Income Unit, Borrower determines that the income of the Tenant has increased above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Low HOME Rent. Borrower shall then rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(a), or re-designate another comparable Unit in the Development with a Very Low Income Household a Very Low Income Unit, to comply with the requirements of Section 2.1(a) above. Upon renting the next available Unit in accordance with Section 2.1(a) or re-designating another Unit in the Development as a Very Low Income Unit, the Unit with the over-income Tenant will no longer be considered a HOME-Assisted Unit.

(b) Non-Qualifying Household. If, upon the annual certification of the income a Tenant of a HOME-Assisted Unit, Borrower determines that the Tenant's income has increased above the qualifying limit for a Low Income Household, the Tenant may continue to occupy the Unit. Upon the expiration of such Tenant's lease, Borrower shall:

(1) With 60 days' advance written notice, increase such Tenant's Rent to the lesser of (i) one-twelfth (1/12) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and (ii) the fair market rent (subject to 24 C.F.R. 92.252(i)(2) regarding low income housing tax credit requirements), and

(2) Rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(a), or designate another comparable Unit that is occupied by a Very Low Income Household as a HOME-Assisted Unit, to meet the requirements of Section 2.1(a) above. On the day that Borrower complies with Section 2.1(a) in accordance with this Section 2.4(b), the Unit with the over-income Tenant will no longer be considered a HOME-Assisted Unit.

(c) Termination of Occupancy. Upon termination of occupancy of a HOME-Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

2.5 Loss of Subsidy.

(a) It is anticipated that certain Units in the Development (the "Subsidy Units") will receive Project-Based Section 8 or other rental subsidy payments (the "Rental Subsidy") throughout the Term, as reflected in the Approved Development Budget. Notwithstanding Section 2.3(b), if any change in federal law occurs, or any action (or inaction) by Congress or any federal or State agency occurs, which results in a reduction, termination or nonrenewal of the Rental Subsidy through no fault of the Borrower, such that the Rental Subsidy shown on the Approved Development Budget is no longer available, Borrower may increase the Rent on one or more of the HOME-Assisted Units that overlap with a Subsidy Unit, to the Low HOME Rent and/or High HOME Rent as applicable, subject to the following requirements:

(1) At the time Borrower requests an increase in the Rent, Borrower shall provide the County with an operating budget for the Development for the County's approval pursuant to Section 4.4 of the Loan Agreement, showing the impact of the loss or reduction of the Rental Subsidy (the "Operating Budget");

(2) The number of HOME-Assisted Units subject to the Rent increase and the level of rent increase (i.e. Low HOME Rent and High HOME Rent) may not be greater than the amount required to ensure that the Development generates sufficient income to cover its operating costs and debt service as shown on the Operating Budget, and as is necessary to maintain the financial stability of the Development;

(3) The Rent of at least one (1) of the HOME-Assisted Units may not exceed the Low HOME Rent;

(4) Borrower shall use good faith efforts to ensure that the Tenants whose Rents are increased to the High HOME Rent have the highest incomes of the Tenants occupying the HOME-Assisted Units; and

(5) Any such Rent increase must be pursuant to a transition plan approved by the County, consistent with remedial measures set forth in California Code of Regulations Title 4, Division 17, Chapter 1, Section 10337(a)(3) or successor regulation applicable to California's Federal and State Low Income Housing Tax Credit Program.

(b) Borrower shall use good faith efforts to obtain alternative sources of rental subsidies and shall provide the County with annual progress reports on efforts to obtain alternative sources of rental subsidies that would allow the rents on the HOME Assisted Units to be reduced back to the Very Low Income Rent. Upon receipt of any alternative rental subsidies, Borrower shall reduce the rents on the County-Assisted Units back to the Very Low Income Rent, to the extent that the alternative rental subsidies provide sufficient income to cover the operating costs and debt service of the Development as shown on the Operating Budget.

ARTICLE 3 INCOME CERTIFICATION; REPORTING; RECORDS

3.1 Income Certification. Borrower shall obtain, complete, and maintain on file, within sixty (60) days before expected occupancy and annually thereafter, income certifications from each Tenant renting any of the HOME-Assisted Units. Borrower shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Borrower shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Where applicable, Borrower shall examine at least two (2) months of relevant source documentation. Copies of Tenant income certifications are to be available to the County upon request.

3.2 Reporting Requirements.

(a) Borrower shall submit to the County within one hundred eighty (180) days after the Completion Date, and not later than forty-five (45) days after the close of each calendar year, or such other date as may be requested by the County, a report that includes the following data for each Unit and specifically identifies which Units are HOME-Assisted Units: (i) Tenant income, (ii) the number of occupants, (iii) the Rent, (iv) the number of bedrooms, and (v) the initial address of each Tenant. To demonstrate continued compliance with Section 2.1 Borrower shall cause each annual report after the initial report to include a record of any subsequent Tenant substitutions and any vacancies in HOME-Assisted Units that have been filled.

(b) Borrower shall submit to the County within forty-five (45) days after receipt of a written request, or such other time agreed to by the County, any other information or completed forms requested by the County in order to comply with reporting requirements of HUD, the State of California, and the County.

3.3 Tenant Records. Borrower shall maintain complete, accurate and current records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Borrower, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Borrower that pertain to the Development.

3.4 Development Records.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 6.11 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of the Loan Documents to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this HOME Regulatory Agreement. Borrower shall cause all books, records, and accounts to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records for a period of not less than five (5) years after their creation in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Combined County Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. Borrower shall cause the records to include all invoices, receipts, and other documents related to expenditures from the Combined County Loan funds. Borrower shall cause records to be accurate and current and in a form that allows the County to comply with the record keeping requirements contained in 24 C.F.R. 92.508. Such records are to include but are not limited to:

(1) Records providing a full description of the activities undertaken with the use of the Combined County Loan funds;

(2) Records demonstrating compliance with the HUD property standards and lead-based paint requirements and the maintenance requirements set forth in Section 5.6 (which implements 24 C.F.R. 92.251);

(3) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(4) Financial records as required by 24 C.F.R. 92.505, and 2 C.F.R. Part 200;

(5) Records demonstrating compliance with the HOME marketing, tenant selection, affordability, and income requirements;

(6) Records demonstrating compliance with MBE/WBE requirements;

(7) Records demonstrating compliance with 24 C.F.R. Part 135 which implements Section 3 of the Housing Development Act of 1968;

(8) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments; and

(9) Records demonstrating compliance with labor requirements including certified payrolls from Borrower's general contractor evidencing that applicable prevailing wages have been paid.

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

ARTICLE 4 OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Borrower shall operate the Development for residential use only. No part of the Development may be operated as transient housing.

4.2 Compliance with Loan Documents and Regulatory Requirements.

(a) Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents; (ii) all requirements imposed on projects assisted with HOME Funds as contained in 42 U.S.C. Section 12701, et seq., 24 C.F.R. Part 92, and other implementing rules and regulations; and (iii) any other regulatory requirements imposed on the Development including but not limited to regulatory agreements associated with the Low Income Housing Tax Credits provided by the California Tax Credit Allocation Committee, and rental subsidies provided to the Development (the "Development Regulatory Documents").

(b) Borrower shall promptly notify the County in writing of the existence of any default under any Development Regulatory Documents, and provide the County copies of any such notice of default.

4.3 Marketing Plan; Tenant Selection Plan.

(a) Marketing Plan.

(1) No later than six (6) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County for approval its plan for marketing the Development to income-eligible households as required by this HOME Regulatory Agreement (the "Marketing Plan"). The Marketing Plan must include information on affirmative marketing efforts and compliance with fair housing laws and 24 C.F.R. 92.351(a).

(2) Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Marketing Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Marketing Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. If the Borrower does not submit a revised Marketing Plan that is approved by the County at least three (3) months prior to the date rehabilitation of the Development is projected to be complete, Borrower will be in default of this HOME Regulatory Agreement.

(3) If any HOME-Assisted Units have not been rented in accordance with Section 2.1 above on or before the date that is five (5) months after the Completion Date Borrower shall submit to the County a detailed report of ongoing marketing efforts, and if deemed appropriate by the County, any necessary amendments or updates to the Marketing Plan to cause the vacant HOME-Assisted Units to be rented in compliance with Section 2.1.

(4) If any HOME-Assisted Units have not been rented to in accordance with Section 2.1 above on or before the date that is twelve (12) months after the Completion Date Borrower shall submit to the County a detailed report of ongoing marketing efforts, and if deemed appropriate by the County, any necessary amendments or updates to the Marketing Plan to cause the vacant HOME-Assisted Units to be rented in compliance with Section 2.1.

(b) Tenant Selection Plan.

(1) No later than six (6) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County, for its review and approval, Borrower's written tenant selection plan (the "Tenant Selection Plan"). Borrower's Tenant Selection Plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d), and any modifications thereto.

(2) Upon receipt of the Tenant Selection Plan, the County will promptly review the Tenant Selection Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Tenant Selection Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Tenant Selection Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Tenant Selection Plan until the Tenant Selection Plan is approved by the County. If the Borrower does not submit a revised Tenant Selection Plan that is

approved by the County at least three (3) months prior to the date rehabilitation of the Development is projected to be complete, Borrower will be in default of this HOME Regulatory Agreement.

4.4 Lease Provisions.

(a) No later than four (4) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County for approval Borrower's proposed form of lease agreement for the County's review and approval. When leasing Units within the Development, Borrower shall use the form of lease approved by the County. Borrower may not permit the lease to contain any provision that is prohibited by 24 C.F.R. Section 92.253(b) and any amendments thereto. Borrower's form of lease must include any provisions necessary to comply with the requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs. The form of lease must comply with all requirements of this HOME Regulatory Agreement, the other Loan Documents and must, among other matters:

(1) provide for termination of the lease for failure to: (i) provide any information required under this HOME Regulatory Agreement or reasonably requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this HOME Regulatory Agreement, or (ii) qualify as a Very Low Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation;

(2) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3 above; and

(3) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 3.9(b) of the Loan Agreement, and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

(b) During the HOME Term, Borrower shall comply with the Marking Plan and Tenant Selection Plan approved by the County.

4.5 Lease Termination. Any termination of a lease or refusal to renew a lease for a HOME-Assisted Unit within the Development must be in conformance with 24 C.F.R. 92.253(c) and the requirements of the Violence Against Women Reauthorization Act of 2013 ((Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs, and must be preceded by not less than sixty (60) days written notice to the Tenant by Borrower specifying the grounds for the action.

4.6 HOME Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the HOME Funds as set forth in 24 C.F.R. Part 92. In the event of any conflict

between this HOME Regulatory Agreement and applicable laws and regulations governing the use of the Combined County Loan funds, the applicable laws and regulations govern.

(b) The laws and regulations governing the use of the Combined County Loan funds include (but are not limited to) the following:

(1) Environmental and Historic Preservation. 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5;

(2) Applicability of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The applicable policies, guidelines, and requirements of 2 C.F.R. Part 200 and 24 C.F.R. 92.505;

(3) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24;

(4) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608;

(5) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35;

(6) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq. (if applicable); and 24 C.F.R. 92.353;

(7) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto;

(8) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time;

(9) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. Borrower agrees to include the following language in all subcontracts executed under this HOME Regulatory Agreement:

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(v) The contractor will certify that any vacant employment positions, including training positions, that are filled (A) after the contractor is selected but before the contract is executed, and (B) with persons other than those to whom the regulations of

24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

(vi) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(vii) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(10) Labor Standards. The labor requirements set forth in 24 C.F.R. 92.354; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended;

(11) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24;

(12) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87;

(13) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Borrower shall immediately notify the County. Borrower shall not shall alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist;

(14) Religious Organizations. If the Borrower is a religious organization, as defined by the HOME requirements, the Borrower shall comply with all

conditions prescribed by HUD for the use of HOME Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 92.257;

(15) Violence Against Women. The requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113–4, 127 Stat. 54) applicable to HUD-funded programs;

(16) Conflict of Interest. The conflict of interest provisions set forth in 24 C.F.R. 92.356; and

(17) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Combined County Loan funds.

ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Borrower is responsible for all management functions with respect to the Development, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Borrower shall retain a professional property management company approved by the County in its reasonable discretion to perform Borrower's management duties hereunder. An on-site property management representative is required to reside at the Property.

5.2 Management Agent. Borrower shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). The County has approved the John Stewart Company as the Management Agent. Borrower shall submit for the County's approval the identity of any proposed subsequent management agent. Borrower shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying Borrower in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in

accordance with the requirements and standards of this HOME Regulatory Agreement. Borrower shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this HOME Regulatory Agreement, the County shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Borrower of such written notice, the County staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this HOME Regulatory Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.5 below.

5.5 Approval of Management Policies. Borrower shall submit its written management policies with respect to the Development to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this HOME Regulatory Agreement.

5.6 Property Maintenance.

(a) Borrower shall maintain, for the entire HOME Term of this HOME Regulatory Agreement, all interior and exterior improvements, including landscaping: (i) in decent, safe and sanitary condition, (ii) in good condition and repair, and (iii) free of all health and safety defects. Such maintenance must be in accordance with: (i) 24 C.F.R. Section 92.251, (ii) the lead-based paint requirements in 24 C.F.R. part 35, and (iii) all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, (collectively, the "Maintenance Standards"). Borrower shall correct any life-threatening maintenance deficiencies, including those set forth in the Maintenance Standards immediately upon notification.

(b) At the beginning of each year of the HOME Term, Borrower shall certify to the County that the Development is in compliance with the Maintenance Standards.

5.7 Property Inspections.

(a) On-Site Physical Inspections. The County will perform on-site inspections

of the Development during the HOME Term to ensure compliance with the Maintenance Standards. The County will perform an on-site inspection within twelve months after completion of rehabilitation of the Development and at least once every three (3) years during the HOME Term. If the Development is found to have health and safety violations, the County may perform more frequent inspections. Borrower shall cooperate in such inspections.

(b) Violation of Maintenance Standards. If after an inspection, the County determines that Borrower is in violation of the Maintenance Standards, the County will provide Borrower a written report of the violations. Borrower shall correct the violations set forth in the report provided to Borrower by County. The County will perform a follow-up inspection to verify that the violations have been corrected. If such violations continue for a period of ten (10) days after delivery of the report to Borrower by the County with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after delivery of the report to Borrower by the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the violation. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount Borrower shall promptly pay to the County upon demand.

ARTICLE 6 MISCELLANEOUS

6.1 Transfers.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under the Loan Documents; and/or (ii) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of any single unit in the Development to an occupant in compliance with this HOME Regulatory Agreement. The County Director – Department of Conservation and Development is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) Except as otherwise permitted in this Section 6.1, no Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The Combined County Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(c) The County hereby approves the admission of the Investor Limited Partner and Red Stone Equity Manager, LLC, a Delaware limited liability company, to Borrower as

limited partners. The County hereby approves future Transfers of the limited partner interest of Borrower provided that: (i) such Transfers do not affect the timing and amount of the Investor Limited Partner capital contributions provided for in the Partnership Agreement; and (ii) in subsequent Transfers, the Investor Limited Partner or an affiliate thereof, retains a membership or partnership interest and serves as a managing member or managing general partner of the successor limited partner.

(d) The County hereby approves a Transfer of the Property from Borrower to RCD, or a non-profit affiliate of RCD, and an assumption of the Combined County Loan by such transferee at or prior to the end of the Fifteen Year Compliance Period, provided that: (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, (ii) the assignment and assumption agreement evidencing such Transfer requires the transferee to expressly assume the obligations of Borrower under the Loan Documents, and (iii) the County is provided executed copies of all documents evidencing the Transfer.

(e) The County hereby approves the purchase of the Investor Limited Partner interest by RCD, or a non-profit affiliate of RCD at or prior to the end of the Fifteen Year Compliance Period, provided that (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, and (ii) the County is provided executed copies of all documents evidencing the Transfer.

(f) In the event the general partner of Borrower is removed by the limited partner of Borrower for cause following default under the Partnership Agreement, the County hereby approves the Transfer of the general partner interest to (i) a 501(c)(3) tax exempt nonprofit corporation or other entity with a 501(c)(3) tax exempt nonprofit corporation member or partner, that is selected by the Investor Limited Partner and approved by the County, and (ii) the Investor Limited Partner or an affiliate thereof, but only for a period not to exceed ninety (90) days from the date of removal of the general partner, during which time such entity shall diligently seek a replacement general partner meeting the requirements of subsection (i) above.

(g) The County hereby approves the grant of the security interests in the Development for Approved Financing as such term is defined in Section 1.1(f) of the Loan Agreement.

6.2 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Borrower may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households pursuant to this HOME Regulatory Agreement. Borrower herein covenants by and for Borrower, assigns, and all persons claiming under or through Borrower, that there exist no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any unit nor will Borrower or any person claiming under or through Borrower, establish or permit

any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any unit or in connection with the employment of persons for the construction, operation and management of any unit.

(b) Borrower shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. Borrower may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Borrower apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

6.3 Application of Provisions. The provisions of this HOME Regulatory Agreement apply to the Property for the entire HOME Term even if the Combined County Loan is paid in full prior to the end of the HOME Term. This HOME Regulatory Agreement binds any successor, heir or assign of Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the County. The County is making the Combined County Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.4 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this HOME Regulatory Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the HOME Term said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this HOME Regulatory Agreement.

6.5 Enforcement by the County.

(a) If Borrower fails to perform any obligation under this HOME Regulatory Agreement, and fails to cure the default within thirty (30) days after the County has notified Borrower in writing of the default, the County may enforce this HOME Regulatory Agreement by any or all of the following actions, or any other remedy provided by law:

(1) Calling the Combined County Loan. The County may declare a default under the Loan Documents, accelerate the indebtedness evidenced by the Loan Documents, and proceed with foreclosure under the Deed of Trust.

(2) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Borrower's performance of its obligations under this HOME Regulatory Agreement, and may seek damages.

(3) Remedies Provided Under Loan Documents. The County may exercise any other remedy provided under the Loan Documents.

(b) The County shall provide notice of a default to the Investor Limited Partner and any limited partner of Borrower who has requested written notice from the County in the manner set forth in Section 6.5 of the Loan Agreement.

6.6 Anti-Lobbying Certification.

(a) Borrower certifies, to the best of Borrower's knowledge or belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when the Loan Documents were made or entered into. Submission of this certification is a prerequisite for making or entering into the Loan Documents imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars (\$100,000) for such failure.

6.7 Attorneys' Fees and Costs. In any action brought to enforce this HOME Regulatory Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.8 Recording and Filing. The County and Borrower shall cause this HOME Regulatory Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.9 Governing Law. This HOME Regulatory Agreement is governed by the laws of the State of California.

6.10 Waiver of Requirements. Any of the requirements of this HOME Regulatory Agreement may be expressly waived by the County in writing, but no waiver by the County of

any requirement of this HOME Regulatory Agreement extends to or affects any other provision of this HOME Regulatory Agreement, and may not be deemed to do so.

6.11 Amendments. This HOME Regulatory Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

6.12 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

Borrower: Antioch Recap, L.P.
c/o Resources for Community Development
2220 Oxford Street
Berkeley, California 94704
Attention: Executive Director

Investor Limited
Partner: RSEP Holding, LLC
c/o Red Stone Equity Partners, LLC
1100 Superior Avenue, Suite 1640
Cleveland, OH 44114
Attention: General Counsel

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.13 Severability. If any provision of this HOME Regulatory Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this HOME Regulatory Agreement will not in any way be affected or impaired thereby.

6.14 Multiple Originals; Counterparts. This HOME Regulatory Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.15 Revival of Agreement after Foreclosure. In the event there is a foreclosure of the Property, this HOME Regulatory Agreement will revive according to its original terms if, during the HOME Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or

any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or Property.

6.16 County Regulatory Agreement. The County and Borrower are entering into this HOME Regulatory Agreement concurrently with the County Regulatory Agreement. The County Regulatory Agreement as it applies to the HOME-Assisted Units will be in effect for fifty-five (55) years from the Completion Date which term overlaps with but is longer than the HOME Term. Compliance with the terms of this HOME Regulatory Agreement will be deemed compliance with the County Regulatory Agreement during the HOME Term as it applies to the HOME-Assisted Units. In the event of a conflict between this HOME Regulatory Agreement and the County Regulatory Agreement during the HOME Term as it applies to the HOME-Assisted Units, the terms of this HOME Regulatory Agreement will prevail.

[remainder of page intentionally left blank]

[signatures on following pages]

WHEREAS, this HOME Regulatory Agreement has been entered into by the undersigned as of the date first written above.

COUNTY:

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

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

Approved as to form:

SHARON L. ANDERSON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

BORROWER:

Antioch Recap, L.P.,
a California limited partnership

By: RCD GP III, LLC,
a California limited liability company,
its general partner

By: Resources for Community
Development, a California nonprofit
public benefit corporation its sole
member/manager

By: _____
Daniel Sawislak, Executive Director

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 _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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.

Name: _____
Notary Public

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 _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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.

Name: _____
Notary Public

EXHIBIT A

Legal Description
(Terrace Glen)

The land is situated in the State of California, County of Contra Costa, and is described as follows:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

COUNTY REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
Antioch Scattered Site Renovation
(Pinecrest Existing Loan Funds)

This County Regulatory Agreement and Declaration of Restrictive Covenants (the "County Regulatory Agreement") is dated November 1, 2018 and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Antioch Recap, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this County Regulatory Agreement.

B. The County has received Home Investment Partnerships Act ("HOME") funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"). The HOME Funds must be used by the County in accordance with 24 C.F.R. Part 92.

C. Borrower intends to purchase that certain real property located at 31945 and 1949 Cavallo Road in the City of Antioch, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property") from Pinecrest Affordable Housing, L.P., a California limited partnership (the "Seller"). Borrower intends to rehabilitate the existing twenty-four (24) housing units located on the Property for rental to extremely low, very low and low income households along with one (1) manager's unit. Together the Property and its improvements are the "Development".

D. Pursuant to a Development Loan Agreement of even date herewith between the County and Borrower (the "Loan Agreement"), the County is lending Borrower Three Million Six Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$3,670,962) (the "Combined County Loan") to assist in the rehabilitation of the Development, and the concurrent rehabilitation of twenty-four (24) units of affordable housing located at 35, 45, 101, 103, 105 and

107 W. 20th Street, and 104 and 106 W. 20th Street in the City of Antioch (the "Terrace Glen Property"). The Development and the Terrace Glen Property are collectively referred to as the "Antioch Scattered Site Development." The Combined County Loan includes restructured existing financing associated with the Antioch Scattered Site Development, as well as new financing, to assist in the rehabilitation of the Antioch Scattered Site Development.

E. The Combined County Loan includes: (i) Six Hundred Twenty-Five Thousand Dollars (\$625,000) of HOME Funds previously loaned to the Seller and restructured pursuant to the Loan Agreement; (ii) Eight Hundred Fifty-Six Thousand Dollars (\$856,000) of HOME Funds previously loaned to the prior owner of the Terrace Glen Property and restructured pursuant to the Loan Agreement; and (iii) One Million Three Hundred Thousand Dollars (\$1,300,000) in HOME Funds to be loaned to Borrower by the County, concurrent with the execution of this HOME Regulatory Agreement.

F. In addition to the Loan Agreement, the Combined County Loan is evidenced by the following documents: (i) a deed of trust with assignment of rents, security agreement, and fixture filing of even date herewith, among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary; (ii) an intercreditor agreement of even date herewith among the City of Antioch, the County, and Borrower; (iii) three (3) promissory notes executed by Borrower of even date herewith, for the existing loan portions of the Combined County Loan assumed by Borrower, and the newly funded portion of the Combined County Loan; and (iv) four (4) regulatory agreements associated with the Development and the Terrace Glen Property, including this County Regulatory Agreement and the HOME Regulatory Agreement, executed by Borrower of even date herewith, (collectively, the "Loan Documents"). The Loan Documents are described in more detail in the Loan Agreement.

G. The County has the authority to lend the Combined County Loan to Borrower pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to loan the HOME Funds pursuant to 24 C.F.R. 92.205.

H. The County has agreed to make the Combined County Loan on the condition that Borrower maintain and operate the Development in accordance with restrictions set forth in this County Regulatory Agreement and the HOME Regulatory Agreement, and in the related documents evidencing the Combined County Loan. Fourteen (14) of the Units are restricted by the County pursuant to this County Regulatory Agreement.

I. Three (3) of the Units are restricted by the County pursuant the HOME Regulatory Agreement (the "HOME-Assisted Units"). This County Regulatory Agreement supersedes in its entirety the Regulatory Agreement dated September 18, 2000, recorded against the Property on September 21, 2000, as Instrument No.2000-204510.

J. As it applies to the County-Assisted Units this County Regulatory Agreement will be in effect for the Term. The HOME Regulatory Agreement as it applies to the HOME-Assisted Units will be in effect for the HOME Term. Pursuant to Section 6.16 below, compliance with the terms of the HOME Regulatory Agreement will be deemed compliance with this County Regulatory Agreement during the HOME Term with respect to the HOME-Assisted Units.

K. In consideration of receipt of the Combined County Loan at an interest rate substantially below the market rate, Borrower agrees to observe all the terms and conditions set forth below.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

1.1 Definitions.

The following terms have the following meanings:

- (a) "Accessibility Requirements" has the meaning set forth in Section 2.1(e).
- (b) "Actual Household Size" means the actual number of persons in the applicable household.
- (c) "Adjusted Income" means with respect to the Tenant of each Unit, the Tenant's total anticipated annual income as defined in 24 CFR 5.609 and as calculated pursuant to 24 CFR 5.611.
- (d) "Antioch Scattered Site Development" has the meaning set forth in Paragraph D of the Recitals.
- (e) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in Health & Safety Code Section 50052.5(h), used to calculate Rent.
- (f) "City" means the City of Antioch, California, a municipal corporation.
- (g) "Combined County Loan" has the meaning set forth in Paragraph D of the Recitals.
- (h) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.
- (i) "County-Assisted Units" means the fourteen (14) Units to be rehabilitated on the Property that are restricted to occupancy by Extremely Low Income Households, Very Low Income Households, and Forty Percent Income Households in compliance with Section 2.1 below.
- (j) "County Regulatory Agreement" has the meaning set forth in the first paragraph of this County Regulatory Agreement.

(k) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary, that encumbers the Property to secure repayment of the Combined County Loan and Borrower's performance of the Loan Documents.

(l) "Development" has the meaning set forth in Paragraph C of the Recitals.

(m) "Development Regulatory Documents" has the meaning set forth in Section 4.2(a).

(n) "Existing Tenants" means the tenants that occupy the County-Assisted Units on the date of Borrower's acquisition of the Property.

(o) "Extremely Low Income Household" means a household with an Adjusted Income that does not exceed thirty percent (30%) of Median Income, adjusted for Actual Household Size.

(p) "Extremely Low Income Rent" means the maximum allowable rent for a Extremely Income Unit pursuant to Section 2.2(a) below.

(q) "Extremely Low Income Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Extremely Low Income Households.

(r) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(s) "Forty Percent Income Household" means a household with an Adjusted Income that does not exceed forty percent (40%) of Median Income, adjusted for Actual Household Size.

(t) "Forty Percent Income Rent" means the maximum allowable rent for a Forty Percent Income Unit pursuant to Section 2.2(b) below.

(u) "Forty Percent Income Units" means the Units which, pursuant to Section 2.1(b) below, are required to be occupied by Forty Percent Income Households.

(v) "HOME" has the meaning set forth in Paragraph B of the Recitals.

(w) "HOME-Assisted Units" has the meaning set forth in Paragraph I of the Recitals.

(x) "HOME Funds" has the meaning set forth in Paragraph B of the Recitals.

(y) "HOME Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing County requirements applicable to the Combined County Loan, to be recorded against the Property concurrently herewith.

(z) "HOME Term" means the term of the HOME Regulatory Agreement which commences as of the date of the HOME Regulatory Agreement, and unless sooner terminated pursuant to the terms of the HOME Regulatory Agreement, expires on the sixteenth (16th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the HOME Term will expire on the eighteenth (18th) anniversary of the HOME Regulatory Agreement.

(aa) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(bb) "Investor Limited Partner" means, RSEP Holding, LLC, a Delaware limited liability company.

(cc) "Loan Agreement" has the meaning set forth in Paragraph D of the Recitals.

(dd) "Loan Documents" has the meaning set forth in Paragraph F of the Recitals.

(ee) "Low Income Household" means a Tenant with an Adjusted Income that does not exceed eighty percent (80%) of Median Income, adjusted for Actual Household Size.

(ff) "Maintenance Standards" has the meaning set forth in Section 5.6 (a).

(gg) "Marketing Plan" has the meaning set forth in Section 4.3(a).

(hh) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(ii) "Operating Budget" has the meaning set forth in Section 2.6(a).

(jj) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership, dated on or about November 1, 2018, that governs the operation and organization of Borrower as a California limited partnership.

(kk) "Property" has the meaning set forth in Paragraph C of the Recitals.

(ll) "RCD" means Resources for Community Development, a California nonprofit public benefit corporation.

(mm) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities; any separately charged fees or service charges assessed by Borrower which are customarily charged in rental housing and required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer,

water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.

(nn) "Rental Subsidy" has the meaning set forth in Section 2.6(a).

(oo) "Seller" has the meaning set forth in Paragraph C of the Recitals.

(pp) "Sixty Percent Income Rent" means a monthly Rent amount not exceeding one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Median Income, adjusted for Assumed Household Size.

(qq) "Subsidy Units" has the meaning set forth in Section 2.6(a).

(rr) "Tenant" means the tenant household that occupies a Unit in the Development.

(ss) "Tenant Selection Plan" has the meaning set forth in Section 4.3(b).

(tt) "Term" means the term of this County Regulatory Agreement which commences as of the date of this County Regulatory Agreement, and unless sooner terminated pursuant to the terms of this County Regulatory Agreement, expires on the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this County Regulatory Agreement.

(uu) "Terrace Glen Property" has the meaning set forth in Paragraph D of the Recitals.

(vv) "Transfer" has the meaning set forth in Section 6.1.

(ww) "Unit(s)" means one (1) or more of the units in the Development.

(xx) "Very Low Income Household" means a household with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, adjusted for Actual Household Size.

(yy) "Very Low Income Rent" means the maximum allowable rent for a Very Low Income Unit pursuant to Section 2.2(c) below.

(zz) "Very Low Income Units" means the Units which, pursuant to Section 2.1(c) below, are required to be occupied by Very Low Income Households.

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

(a) Extremely Low Income Units. During the Term Borrower shall cause three (3) Units to be rented to and occupied by or, if vacant, available for occupancy by, Extremely Low Income Households.

(b) Forty Percent Income Units. During the Term Borrower shall cause five (5) Units to be rented to and occupied by or, if vacant, available for occupancy by Forty Percent Income Households.

(c) Very Low Income Units. During the Term Borrower shall cause six (6) Units to be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households. This includes the three (3) HOME-Assisted Units that are regulated by the HOME Regulatory Agreement during the HOME Term and are regulated by this County Regulatory Agreement after the HOME Term.

(d) Intermingling of Units. Borrower shall cause the County-Assisted Units to be intermingled throughout the Development and of comparable quality to all other Units. All Tenants must have equal access to and enjoyment of all common facilities in the Development. The County-Assisted Units must be of the bedroom size set forth in the following chart:

	Extremely Low Income Units	Forty Percent Income Units	Very Low Income Units*
One-Bd. Units	3	5	6 (includes 3 HOME- Assisted)

*Note: the six (6) Very Loan Income Units listed above includes three (3) HOME-Assisted Units that are regulated by the HOME Regulatory Agreement during the HOME Term and are regulated by this County Regulatory Agreement after the HOME Term.

(e) Disabled Persons Occupancy.

(1) Borrower shall cause the Development to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(2) Borrower shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its board members, officers and

employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with the Accessibility Requirements. This obligation to indemnify survives termination of this HOME Regulatory Agreement, repayment of the Combined County Loan and the reconveyance of the Deed of Trust.

(f) Existing Tenants. Borrower shall provide the County a written report of the income and rent amount of all Existing Tenants within thirty (30) days of acquisition of the Development. Concurrent with providing the report to the County, Borrower shall also provide a proposal regarding designation of Units as Extremely Low Income Units, Very Low Income Units, and Forty Percent Income Units. Borrower shall not implement any rent increases for Existing Tenants upon acquisition of the Development without the approval of the County. Any Existing Tenant lawfully residing in the Development as of the date of this Agreement is entitled to remain a resident of the Development if such Tenant does not meet the income and other eligibility criteria of this Section 2.1. If and when such non-qualifying Existing Tenant voluntarily vacates the Unit, Borrower shall rent such Unit to an Extremely Low Income Household, Very Low Income Household, or Forty Percent Income Household, as necessary to meet the provisions of this Section.

2.2 Allowable Rent.

(a) Extremely Low Income Rent. Subject to the provisions of Section 2.5 below, the Rent paid by Tenants of Extremely Low Income Units, may not exceed one-twelfth (1/12) of thirty percent (30%) of thirty percent (30%) of Median Income, adjusted for Assumed Household Size.

(b) Forty Percent Income Rent. Subject to the provisions of Section 2.5 below, the Rent paid by Tenants of Forty Percent Income Units may not exceed one-twelfth (1/12) of thirty percent (30%) of Forty Percent (40%) of Median Income, adjusted for Assumed Household Size.

(c) Very Low Income Rent. Subject to the provisions of Section 2.5 below, the Rent paid by Tenants of Very Low Income Units may not exceed one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size.

(d) No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the County-Assisted Units for any housing or other services provided by Borrower.

2.3 Compliance with TCAC Requirements. During the term of any regulatory agreement associated with the provision of low income housing tax credits by the California Tax Credit Allocation Committee ("TCAC") and recorded against the Property (the "TCAC Regulatory Agreement"), Borrower may use the occupancy standards, occupancy assumptions, income limits, and rent levels that are permitted by TCAC in the TCAC Regulatory Agreement, in place of such requirements imposed by this County Regulatory Agreement. This does not apply to the HOME-Assisted Units which are regulated by the HOME Regulatory Agreement during the HOME Term.

2.4 Rent Increases.

(a) Rent Amount. The initial Rent for all County-Assisted Units must be approved by the County prior to occupancy. The County will provide Borrower with a schedule of maximum permissible Rents for the County-Assisted Units and the maximum monthly allowances for utilities and services (excluding telephone) annually.

(b) Rent Increases. All Rent increases for all County-Assisted Units are subject to County approval. No later than sixty (60) days prior to the proposed implementation of any Rent increase affecting a County Assisted Unit, Borrower shall submit to the County a schedule of any proposed increase in the Rent charged for County-Assisted Units. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. The County will disapprove a Rent increase if it violates the schedule of maximum permissible Rents for the County-Assisted Units provided to Borrower by the County, or is greater than a 5% increase over the previous year's Rent, provided that the County may approve a request from Borrower for a rent increase greater than 5%, with a written explanation for the request from Borrower. Borrower shall give Tenants written notice at least thirty (30) days prior to any Rent increase, following completion of the County approval process set forth above.

2.5 Increased Income of Tenants.

(a) Increased Income of an Extremely Low Income Household to Above Extremely Low Income but Below the Very Low Income Limit. Subject to Section 2.4 above, if, upon the annual certification of the income of a Tenant of an Extremely Low Income Unit, Borrower determines that the income of the Tenant has increased to above the qualifying limit for an Extremely Low Income Household but below the qualifying income for a Very Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Extremely Low Income Rent. Borrower shall then rent the next available Unit to an Extremely Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the Extremely Low Income Rent, or re-designate another comparable Unit in the Development with an Extremely Low Income Household an Extremely Low Income Unit, to comply with the requirements of Section 2.1(a) above. Upon renting the next available Unit in accordance with Section 2.1(a) or re-designating another Unit in the Development as an Extremely Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(b) Increased Income of an Extremely Low Income Household to at or Above Very Low Income Limit but below Low Income Limit. Subject to Section 2.4 above, if, upon the annual certification of the income of a Tenant of an Extremely Low Income Unit, Borrower determines that the income of the Tenant has increased to at or above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent may be increased to the Very Low Income Rent. Borrower shall then rent the next available Unit to an Extremely Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the Extremely Low Income Rent, or re-designate another comparable Unit in the Development with an Extremely Low Income Household an Extremely Low Income Unit, to

comply with the requirements of Section 2.1(a) above. Upon renting the next available Unit in accordance with Section 2.1(a) or re-designating another Unit in the Development as an Extremely Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(c) Increased Income of a Forty Percent Income Household to Above Forty Percent Income but Below the Very Low Income Limit. Subject to Section 2.4 above, if, upon the annual certification of the income of a Tenant of a Forty Percent Income Unit, Borrower determines that the income of the Tenant has increased to above the qualifying limit for a Forty Percent Income Household but below the qualifying income for a Very Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Forty Percent Income Rent. Borrower shall then rent the next available Unit to a Forty Percent Income Household to comply with the requirements of Section 2.1(b) above, at a Rent not exceeding the Forty Percent Income Rent, or re-designate another comparable Unit in the Development with an Forty Percent Income Household a Forty Percent Income Unit, to comply with the requirements of Section 2.1(b) above. Upon renting the next available Unit in accordance with Section 2.1(b) or re-designating another Unit in the Development as a Forty Percent Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(d) Increased Income of a Forty Percent Income Household to at or Above Very Low Income Limit but below Low Income Limit. Subject to Section 2.4 above, if, upon the annual certification of the income of a Tenant of a Forty Percent Income Unit, Borrower determines that the income of the Tenant has increased to at or above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent may be increased to the Very Low Income Rent. Borrower shall then rent the next available Unit to a Forty Percent Income Household to comply with the requirements of Section 2.1(b) above, at a Rent not exceeding the Forty Percent Income Rent, or re-designate another comparable Unit in the Development with a Forty Percent Income Household n Forty Percent Income Unit, to comply with the requirements of Section 2.1(b) above. Upon renting the next available Unit in accordance with Section 2.1(b) or re-designating another Unit in the Development as a Forty Percent Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(e) Increased Income of a Very Low Income Household to above Very Low Income but below Low Income Limit. If, upon the annual certification of the income of a Tenant of a Very Low Income Unit, Borrower determines that the income of the Tenant has increased above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Very Low Income Rent. Borrower shall then rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1(c) above, at a Rent not exceeding the Very Low Income Rent, or re-designate another comparable Unit in the Development with a Very Low Income Household a Very Low Income Unit, to comply with the requirements of Section 2.1(c) above. Upon renting the next available Unit in accordance with Section 2.1(c) or re-designating another Unit in the Development as a Very Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County Assisted Unit.

(f) Non-Qualifying Household. If, upon the annual certification of the income a Tenant of a County Assisted Unit, Borrower determines that the Tenant's income has increased above the qualifying limit for a Low Income Household, the Tenant may continue to occupy the Unit. Upon the expiration of such Tenant's lease, Borrower may:

(1) With 60 days' advance written notice, increase such Tenant's Rent to the lesser of (i) one-twelfth (1/12) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and (ii) the fair market rent, and

(2) Rent the next available Unit to an Extremely Low Income Household, Very Low Income Household, or Forty Percent Income Household as applicable, to comply with the requirements of Section 2.1 above, at a Rent not exceeding the maximum Rent specified in Section 2.2, or designate another comparable Unit that is occupied by an Extremely Low Income Household, Very Low Income Household, or Forty Percent Income Household, as applicable, as a County Assisted Unit, to meet the requirements of Section 2.1 above. On the day that Borrower complies with Section 2.1 in accordance with this Section 2.4(f), the Unit with the over-income Tenant will no longer be considered a County Assisted Unit.

(g) Termination of Occupancy. Upon termination of occupancy of a County Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

2.6 Loss of Subsidy.

(a) It is anticipated that certain Units in the Development (the "Subsidy Units") will receive Project-Based Section 8 or other rental subsidy payments (the "Rental Subsidy") throughout the Term, as reflected in the Approved Development Budget. Notwithstanding Section 2.4(b), if any change in federal law occurs, or any action (or inaction) by Congress or any federal or State agency occurs, which results in a reduction, termination or nonrenewal of the Rental Subsidy through no fault of the Borrower, such that the Rental Subsidy shown on the Approved Development Budget is no longer available, Borrower may increase the Rent on one or more of the County-Assisted Units that overlap with a Subsidy Unit, to the Sixty Percent Income Rent, subject to the following requirements:

(1) At the time Borrower requests an increase in the Rent, Borrower shall provide the County with an operating budget for the Development for the County's approval pursuant to Section 4.4 of the Loan Agreement, showing the impact of the loss or reduction of the Rental Subsidy (the "Operating Budget");

(2) The number of County-Assisted Units subject to the Rent increase and the level of rent increase may not be greater than the amount required to ensure that the Development generates sufficient income to cover its operating costs and debt service as shown on the Operating Budget, and as is necessary to maintain the financial stability of the Development; and

(3) Any such Rent increase must be pursuant to a transition plan approved by the County, consistent with remedial measures set forth in California Code of Regulations Title 4, Division 17, Chapter 1, Section 10337(a)(3) or successor regulation applicable to California's Federal and State Low Income Housing Tax Credit Program.

(b) Borrower shall use good faith efforts to obtain alternative sources of rental subsidies and shall provide the County with annual progress reports on efforts to obtain alternative sources of rental subsidies that would allow the rents on the County-Assisted Units to be reduced back to the Rents set out in Section 2.2. Upon receipt of any alternative rental subsidies, Borrower shall reduce the rents on the County-Assisted Units back to the Rents set out in Section 2.2, to the extent that the alternative rental subsidies provide sufficient income to cover the operating costs and debt service of the Development as shown on the Operating Budget.

ARTICLE 3 INCOME CERTIFICATION; REPORTING; RECORDS

3.1 Income Certification. Borrower shall obtain, complete, and maintain on file, within sixty (60) days before expected occupancy and annually thereafter, income certifications from each Tenant renting any of the County-Assisted Units. Borrower shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Borrower shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Where applicable, Borrower shall examine at least two (2) months of relevant source documentation. Copies of Tenant income certifications are to be available to the County upon request.

3.2 Reporting Requirements.

(a) Borrower shall submit to the County within one hundred eighty (180) days after the Completion Date, and not later than forty-five (45) days after the close of each calendar year, or such other date as may be requested by the County, a report that includes the following data for each Unit and specifically identifies which Units are County-Assisted Units: (i) Tenant income, (ii) the number of occupants, (iii) the Rent, (iv) the number of bedrooms, and (v) the initial address of each Tenant. To demonstrate continued compliance with Section 2.1 Borrower shall cause each annual report after the initial report to include a record of any subsequent Tenant substitutions and any vacancies in County-Assisted Units that have been filled.

(b) Borrower shall submit to the County within forty-five (45) days after receipt of a written request, or such other time agreed to by the County, any other information or

completed forms requested by the County in order to comply with reporting requirements of HUD, the State of California, and the County.

3.3 Tenant Records. Borrower shall maintain complete, accurate and current records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Borrower, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Borrower that pertain to the Development.

3.4 Development Records.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 6.11 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of the Loan Documents to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this County Regulatory Agreement. Borrower shall cause all books, records, and accounts to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records (including the records required under the HOME Regulatory Agreement) for a period of not less than five (5) years after their creation in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Combined County Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. Borrower shall cause the records to include all invoices, receipts, and other documents related to expenditures from the Combined County Loan funds. Borrower shall cause records to be accurate and current and in a form that allows the County to comply with the record keeping requirements contained in 24 C.F.R. 92.508. Such records are to include but are not limited to:

(i) Records providing a full description of the activities undertaken with the use of the Combined County Loan funds;

(ii) Records demonstrating compliance with the maintenance requirements set forth in Section 5.6;

(iii) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(iv) Financial records; and

(v) Records demonstrating compliance with the marketing, tenant selection, affordability, and income requirements.

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

ARTICLE 4 OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Borrower shall operate the Development for residential use only. No part of the Development may be operated as transient housing.

4.2 Compliance with Loan Documents and Regulatory Requirements.

(a) Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents; (ii) all requirements imposed on projects assisted with HOME Funds as contained in 42 U.S.C. Section 12701, et seq., 24 C.F.R. Part 92, and other implementing rules and regulations; and (iii) any other regulatory requirements imposed on the Development including but not limited to regulatory agreements associated with the Low Income Housing Tax Credits provided by the California Tax Credit Allocation Committee, and rental subsidies provided to the Development (the "Development Regulatory Documents").

(b) Borrower shall promptly notify the County in writing of the existence of any default under any Development Regulatory Documents, and provide the County copies of any such notice of default.

4.3 Marketing Plan; Tenant Selection Plan.

(a) Marketing Plan.

(1) No later than six (6) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County for approval its plan for marketing the Development to income-eligible households as required by this County Regulatory Agreement (the "Marketing Plan"). The Marketing Plan must include information on affirmative marketing efforts and compliance with fair housing laws and 24 C.F.R. 92.351(a).

(2) Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Marketing Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Marketing Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. If the Borrower does not submit a revised Marketing Plan that is approved by the County at least

three (3) months prior to the date rehabilitation of the Development is projected to be complete, Borrower will be in default of this County Regulatory Agreement.

(b) Tenant Selection Plan.

(1) No later than six (6) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County, for its review and approval, Borrower's written tenant selection plan (the "Tenant Selection Plan"). Borrower's Tenant Selection Plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d), and any modifications thereto.

(2) Upon receipt of the Tenant Selection Plan, the County will promptly review the Tenant Selection Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Tenant Selection Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Tenant Selection Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Tenant Selection Plan until the Tenant Selection Plan is approved by the County. If the Borrower does not submit a revised Tenant Selection Plan that is approved by the County at least three (3) months prior to the date rehabilitation of the Development is projected to be complete, Borrower will be in default of this County Regulatory Agreement.

4.4 Lease Provisions.

(a) No later than four (4) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County for approval Borrower's proposed form of lease agreement for the County's review and approval. When leasing Units within the Development, Borrower shall use the form of lease approved by the County. The form of lease must comply with all requirements of this County Regulatory Agreement, the other Loan Documents and must, among other matters:

(1) provide for termination of the lease for failure to: (i) provide any information required under this County Regulatory Agreement or reasonably requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this County Regulatory Agreement, or (ii) qualify as an Extremely Low Income Household, Very Low Income Household, or Forty Percent Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation;

(2) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3 above; and

(3) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 3.9(b) of the Loan Agreement, and who is not in

need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

(b) During the Term, Borrower shall comply with the Marking Plan and Tenant Selection Plan approved by the County.

(c) Any termination of a lease or refusal to renew a lease for a County Assisted Unit within the Development must be preceded by not less than sixty (60) days written notice to the Tenant by Borrower specifying the grounds for the action.

ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Borrower is responsible for all management functions with respect to the Development, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Borrower shall retain a professional property management company approved by the County in its reasonable discretion to perform Borrower's management duties hereunder. An on-site property management representative shall reside at the Property.

5.2 Management Agent. Borrower shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). The County has approved the John Stewart Company as the Management Agent. Borrower shall submit for the County's approval the identity of any proposed subsequent management agent. Borrower shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying Borrower in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this County Regulatory Agreement. Borrower shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and

managed in accordance with any of the material requirements and standards of this County Regulatory Agreement, the County shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Borrower of such written notice, the County staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this County Regulatory Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.6 below.

5.5 Approval of Management Policies. Borrower shall submit its written management policies with respect to the Development to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this County Regulatory Agreement.

5.6 Property Maintenance.

(a) Borrower shall maintain, for the entire Term of this County Regulatory Agreement, all interior and exterior improvements, including landscaping: (i) in decent, safe and sanitary condition, (ii) in good condition and repair, and (iii) free of all health and safety defects. Such maintenance must be in accordance with (i) all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials; and (ii) any other standards provided by the County (collectively, the "Maintenance Standards"). Borrower shall correct any life-threatening maintenance deficiencies immediately upon notification.

(b) At the beginning of each year of the Term, Borrower shall certify to the County that the Development is in compliance with the Maintenance Standards.

5.7 Property Inspections.

(a) On-Site Physical Inspections. The County will perform on-site inspections of the Development during the Term to ensure compliance with the Maintenance Standards. The County will perform an on-site inspection within twelve months after completion of rehabilitation of the Development and at least once every three (3) years during the Term. If the Development is found to have health and safety violations, the County may perform more frequent inspections. Borrower shall cooperate in such inspections.

(b) Violation of Maintenance Standards. If after an inspection, the County determines that Borrower is in violation of the Maintenance Standards, the County will provide Borrower a written report of the violations. Borrower shall correct the violations set forth in the report provided to Borrower by County. The County will perform a follow-up inspection to verify that the violations have been corrected. If such violations continue for a period of ten (10) days after delivery of the report to Borrower by the County with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after delivery of the report to Borrower by the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the violation. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount Borrower shall promptly pay to the County upon demand.

ARTICLE 6 MISCELLANEOUS

6.1 Transfers.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under the Loan Documents; and/or (ii) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of any single unit in the Development to an occupant in compliance with this County Regulatory Agreement. The County Director – Department of Conservation and Development is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) Except as otherwise permitted in this Section 6.1, no Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The Combined County Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(c) The County hereby approves the admission of the Investor Limited Partner and Red Stone Equity Manager, LLC, a Delaware limited liability company, to Borrower as limited partners. The County hereby approves future Transfers of the limited partner interest of Borrower provided that: (i) such Transfers do not affect the timing and amount of the Investor Limited Partner capital contributions provided for in the Partnership Agreement; and (ii) in subsequent Transfers, the Investor Limited Partner or an affiliate thereof, retains a membership or partnership interest and serves as a managing member or managing general partner of the successor limited partner.

(d) The County hereby approves a Transfer of the Property from Borrower to RCD, or a non-profit affiliate of RCD, and an assumption of the Combined County Loan by such transferee at or prior to the end of the Fifteen Year Compliance Period, provided that: (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, (ii) the assignment and assumption agreement evidencing such Transfer requires the transferee to expressly assume the obligations of Borrower under the Loan Documents, and (iii) the County is provided executed copies of all documents evidencing the Transfer.

(e) The County hereby approves the purchase of the Investor Limited Partner interest by RCD, or a non-profit affiliate of RCD at or prior to the end of the Fifteen Year Compliance Period, provided that (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, and (ii) the County is provided executed copies of all documents evidencing the Transfer.

(f) In the event the general partner of Borrower is removed by the limited partner of Borrower for cause following default under the Partnership Agreement, the County hereby approves the Transfer of the general partner interest to (i) a 501(c)(3) tax exempt nonprofit corporation or other entity with a 501(c)(3) tax exempt nonprofit corporation member or partner, that is selected by the Investor Limited Partner and approved by the County, and (ii) the Investor Limited Partner or an affiliate thereof, but only for a period not to exceed ninety (90) days from the date of removal of the general partner, during which time such entity shall diligently seek a replacement general partner meeting the requirements of subsection (i) above.

(g) The County hereby approves the grant of the security interests in the Development for Approved Financing as such term is defined in Section 1.1(f) of the Loan Agreement.

6.2 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Borrower may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households pursuant to this County Regulatory Agreement and the HOME Regulatory Agreement. Borrower herein covenants by and for Borrower, assigns, and all persons claiming under or through Borrower, that there exist no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any unit nor will Borrower or any person claiming under or through Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any unit or in connection with the employment of persons for the construction, operation and management of any unit.

(b) Borrower shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant

to the existing housing program under Section 8 of the United States Housing Act, or its successor. Borrower may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Borrower apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

6.3 Application of Provisions. The provisions of this County Regulatory Agreement apply to the Property for the entire Term even if the Combined County Loan is paid in full prior to the end of the Term. This County Regulatory Agreement binds any successor, heir or assign of Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the County. The County is making the Combined County Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.4 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the County, and (iv) a statement that a public hearing may be held by the County on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Borrower shall also file a copy of the above-described notice with the County Assistant Deputy Director, Department of Conservation and Development.

(b) In addition to the notice required above, Borrower shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

6.5 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this County Regulatory Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the Term said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this County Regulatory Agreement.

6.6 Enforcement by the County.

(a) If Borrower fails to perform any obligation under this County Regulatory Agreement, and fails to cure the default within thirty (30) days after the County has notified Borrower in writing of the default, the County may enforce this County Regulatory Agreement by any or all of the following actions, or any other remedy provided by law:

(1) Calling the Combined County Loan. The County may declare a default under the Loan Documents, accelerate the indebtedness evidenced by the Loan Documents, and proceed with foreclosure under the Deed of Trust.

(2) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Borrower's performance of its obligations under this County Regulatory Agreement, and may seek damages.

(3) Remedies Provided Under Loan Documents. The County may exercise any other remedy provided under the Loan Documents.

(b) The County shall provide notice of a default to the Investor Limited Partner and any limited partner of Borrower who has requested written notice from the County in the manner set forth in Section 6.5 of the Loan Agreement.

6.7 Attorneys' Fees and Costs. In any action brought to enforce this County Regulatory Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.8 Recording and Filing. The County and Borrower shall cause this County Regulatory Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.9 Governing Law. This County Regulatory Agreement is governed by the laws of the State of California.

6.10 Waiver of Requirements. Any of the requirements of this County Regulatory Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this County Regulatory Agreement extends to or affects any other provision of this County Regulatory Agreement, and may not be deemed to do so.

6.11 Amendments. This County Regulatory Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

6.12 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

Borrower: Antioch Recap, L.P.
c/o Resources for Community Development
2220 Oxford Street
Berkeley, California 94704
Attention: Executive Director

Investor Limited
Partner: RSEP Holding, LLC
c/o Red Stone Equity Partners, LLC
1100 Superior Avenue, Suite 1640
Cleveland, OH 44114
Attention: General Counsel

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.13 Severability. If any provision of this County Regulatory Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this County Regulatory Agreement will not in any way be affected or impaired thereby.

6.14 Multiple Originals; Counterparts. This County Regulatory Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.15 Revival of Agreement after Foreclosure. In the event there is a foreclosure of the Property, this County Regulatory Agreement will revive according to its original terms if, during the Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or Property.

6.16 County Regulatory Agreement. The County and Borrower are entering into this County Regulatory Agreement concurrently with the HOME Regulatory Agreement. This County Regulatory Agreement applies to all the County-Assisted Units including the HOME-Assisted Units. The HOME Regulatory Agreement applies only to the HOME-Assisted Units and includes HOME requirements applicable to the use of HOME Funds. The HOME Regulatory Agreement will be in effect for the HOME Term. Compliance with the terms of the HOME Regulatory Agreement will be deemed compliance with this County Regulatory Agreement during the HOME Term as it applies to the HOME-Assisted Units. In the event of a conflict between the HOME Regulatory Agreement and this County Regulatory Agreement

during the HOME Term as it applies to the HOME-Assisted Units, the terms of the HOME Regulatory Agreement will prevail.

[remainder of page intentionally left blank]

WHEREAS, this County Regulatory Agreement has been entered into by the undersigned as of the date first written above.

COUNTY:

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

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

Approved as to form:

SHARON L. ANDERSON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

BORROWER:

Antioch Recap, L.P., a California limited partnership

By: RCD GP III, LLC, a California limited liability company, its general partner

By: Resources for Community Development, a California nonprofit public benefit corporation, its sole member/manager

By: _____
Daniel Sawislak, Executive Director

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 _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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.

Name: _____

Notary Public

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 _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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.

Name: _____
Notary Public

EXHIBIT A

Legal Description
(Pinecrest)

The land is situated in the State of California, County of Contra Costa, and is described as follows:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

COUNTY REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
Antioch Scattered Site Renovation
(Terrace Glen Existing Loan Funds)

This County Regulatory Agreement and Declaration of Restrictive Covenants (the "County Regulatory Agreement") is dated November 1, 2018 and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Antioch Recap, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this County Regulatory Agreement.

B. The County has received Home Investment Partnerships Act ("HOME") funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"). The HOME Funds must be used by the County in accordance with 24 C.F.R. Part 92.

C. Borrower intends to purchase that certain real property located at 35, 45, 101, 103, 105 and 107 W. 20th Street, and 104 and 106 W. 20th Street in the City of Antioch, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property") from Resources for Community Development, a California nonprofit public benefit corporation, (the "Seller" or "RCD"). Borrower intends to rehabilitate the existing thirty-two (32) housing units located on the Property for rental to extremely low, very low and low income households along with one (1) manager's unit. Together the Property and its improvements are the "Development".

D. Pursuant to a Development Loan Agreement of even date herewith between the County and Borrower (the "Loan Agreement"), the County is lending Borrower Three Million Six Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$3,670,962) (the "Combined County Loan") to assist in the rehabilitation of the Development, and the concurrent

rehabilitation of twenty-four (24) units of affordable housing located at 1945 and 1949 Cavallo Road in the City of Antioch (the "Pinecrest Property"). The Development and the Pinecrest Property are collectively referred to as the "Antioch Scattered Site Development." The Combined County Loan includes restructured existing financing associated with the Antioch Scattered Site Development, as well as new financing, to assist in the rehabilitation of the Antioch Scattered Site Development.

E. The Combined County Loan includes: (i) Eight Hundred Fifty-Six Thousand Dollars (\$856,000) of HOME Funds previously loaned to the Seller and restructured pursuant to the Loan Agreement; (ii) Six Hundred Twenty-Five Thousand Dollars (\$625,000) of HOME Funds previously loaned to the owner of the Pinecrest Property and restructured pursuant to the Loan Agreement; and (iii) One Million Three Hundred Thousand Dollars (\$1,300,000) in HOME Funds to be loaned to Borrower by the County, concurrent with the execution of this HOME Regulatory Agreement.

F. In addition to the Loan Agreement, the Combined County Loan is evidenced by the following documents: (i) a deed of trust with assignment of rents, security agreement, and fixture filing of even date herewith, among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary; (ii) an intercreditor agreement of even date herewith among the City of Antioch, the County, and Borrower; (iii) three (3) promissory notes executed by Borrower of even date herewith, for the existing loan portions of the Combined County Loan assumed by Borrower, and the newly funded portion of the Combined County Loan; and (iv) four (4) regulatory agreements associated with the Development and the Pinecrest Property, including this County Regulatory Agreement and the HOME Regulatory Agreement, executed by Borrower of even date herewith, (collectively, the "Loan Documents"). The Loan Documents are described in more detail in the Loan Agreement.

G. The County has the authority to lend the Combined County Loan to Borrower pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to loan the HOME Funds pursuant to 24 C.F.R. 92.205.

H. The County has agreed to make the Combined County Loan on the condition that Borrower maintain and operate the Development in accordance with restrictions set forth in this County Regulatory Agreement and the HOME Regulatory Agreement, and in the related documents evidencing the Combined County Loan. Twenty-one (21) of the Units are restricted by the County pursuant to this County Regulatory Agreement.

I. Five (5) of the Units are restricted by the County pursuant the HOME Regulatory Agreement (the "HOME-Assisted Units"). This County Regulatory Agreement supersedes in its entirety the Regulatory Agreement dated November 4, 1996, recorded against the Property on November 6, 1996, as Instrument No. 96-210492, as amended by a First Amendment to Regulatory Agreement dated August 5, 1998 and recorded against the Property on August 25, 1998, as Instrument No. 98-202840.

J. As it applies to the County-Assisted Units this County Regulatory Agreement will be in effect for the Term. The HOME Regulatory Agreement as it applies to the HOME-Assisted

Units will be in effect for the HOME Term. Pursuant to Section 6.16 below, compliance with the terms of the HOME Regulatory Agreement will be deemed compliance with this County Regulatory Agreement during the HOME Term with respect to the HOME-Assisted Units.

K. In consideration of receipt of the Combined County Loan at an interest rate substantially below the market rate, Borrower agrees to observe all the terms and conditions set forth below.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

1.1 Definitions.

The following terms have the following meanings:

- (a) "Accessibility Requirements" has the meaning set forth in Section 2.1(e).
- (b) "Actual Household Size" means the actual number of persons in the applicable household.
- (c) "Adjusted Income" means with respect to the Tenant of each Unit, the Tenant's total anticipated annual income as defined in 24 CFR 5.609 and as calculated pursuant to 24 CFR 5.611.
- (d) "Antioch Scattered Site Development" has the meaning set forth in Paragraph D of the Recitals.
- (e) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in Health & Safety Code Section 50052.5(h), used to calculate Rent.
- (f) "City" means the City of Antioch, California, a municipal corporation.
- (g) "Combined County Loan" has the meaning set forth in Paragraph D of the Recitals.
- (h) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.
- (i) "County-Assisted Units" means the twenty-one (21) Units to be rehabilitated on the Property that are restricted to occupancy by Extremely Low Income Households, Very Low Income Households, and Sixty Percent Income Households in compliance with Section 2.1 below.

(j) "County Regulatory Agreement" has the meaning set forth in the first paragraph of this County Regulatory Agreement.

(k) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary, that encumbers the Property to secure repayment of the Combined County Loan and Borrower's performance of the Loan Documents.

(l) "Development" has the meaning set forth in Paragraph C of the Recitals.

(m) "Development Regulatory Documents" has the meaning set forth in Section 4.2(a).

(n) "Existing Tenants" means the tenants that occupy the County-Assisted Units on the date of Borrower's acquisition of the Property.

(o) "Extremely Low Income Household" means a household with an Adjusted Income that does not exceed thirty percent (30%) of Median Income, adjusted for Actual Household Size.

(p) "Extremely Low Income Rent" means the maximum allowable rent for a Extremely Income Unit pursuant to Section 2.2(a) below.

(q) "Extremely Low Income Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Extremely Low Income Households.

(r) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(s) "HOME" has the meaning set forth in Paragraph B of the Recitals.

(t) "HOME-Assisted Units" has the meaning set forth in Paragraph I of the Recitals.

(u) "HOME Funds" has the meaning set forth in Paragraph B of the Recitals.

(v) "HOME Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing County requirements applicable to the Combined County Loan, to be recorded against the Property concurrently herewith.

(w) "HOME Term" means the term of the HOME Regulatory Agreement which commences as of the date of the HOME Regulatory Agreement, and unless sooner terminated pursuant to the terms of the HOME Regulatory Agreement, expires on the sixteenth (16th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the HOME Term will expire on the eighteenth (18th) anniversary of the HOME Regulatory Agreement.

- (x) "HUD" has the meaning set forth in Paragraph B of the Recitals.
- (y) "Investor Limited Partner" means, RSEP Holding, LLC, a Delaware limited liability company.
- (z) "Loan Agreement" has the meaning set forth in Paragraph D of the Recitals.
- (aa) "Loan Documents" has the meaning set forth in Paragraph F of the Recitals.
- (bb) "Low Income Household" means a Tenant with an Adjusted Income that does not exceed eighty percent (80%) of Median Income, adjusted for Actual Household Size.
- (cc) "Maintenance Standards" has the meaning set forth in Section 5.6 (a).
- (dd) "Marketing Plan" has the meaning set forth in Section 4.3(a).
- (ee) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.
- (ff) "Operating Budget" has the meaning set forth in Section 2.6(a).
- (gg) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership, dated on or about November 1, 2018, that governs the operation and organization of Borrower as a California limited partnership.
- (hh) "Pinecrest Property" has the meaning set forth in Paragraph D of the Recitals.
- (ii) "Property" has the meaning set forth in Paragraph C of the Recitals.
- (jj) "RCD" has the meaning set forth in Paragraph C of the Recitals.
- (kk) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities; any separately charged fees or service charges assessed by Borrower which are customarily charged in rental housing and required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.
- (ll) "Rental Subsidy" has the meaning set forth in Section 2.6(a).

(mm) "Seller" has the meaning set forth in Paragraph C of the Recitals.

(nn) "Sixty Percent Income Household" means a household with an Adjusted Income that does not exceed sixty percent (60%) of Median Income, adjusted for Actual Household Size.

(oo) "Sixty Percent Income Rent" means the maximum allowable rent for a Sixty Percent Income Unit pursuant to Section 2.2(c) below.

(pp) "Sixty Percent Income Units" means the Units which, pursuant to Section 2.1(c) below, are required to be occupied by Sixty Percent Income Households.

(qq) "Subsidy Units" has the meaning set forth in Section 2.6(a).

(rr) "Tenant" means the tenant household that occupies a Unit in the Development.

(ss) "Tenant Selection Plan" has the meaning set forth in Section 4.3(b).

(tt) "Term" means the term of this County Regulatory Agreement which commences as of the date of this County Regulatory Agreement, and unless sooner terminated pursuant to the terms of this County Regulatory Agreement, expires on the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this County Regulatory Agreement.

(uu) "Transfer" has the meaning set forth in Section 6.1.

(vv) "Unit(s)" means one (1) or more of the units in the Development.

(ww) "Very Low Income Household" means a household with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, adjusted for Actual Household Size.

(xx) "Very Low Income Rent" means the maximum allowable rent for a Very Low Income Unit pursuant to Section 2.2(b) below.

(yy) "Very Low Income Units" means the Units which, pursuant to Section 2.1(b) below, are required to be occupied by Very Low Income Households.

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

(a) Extremely Low Income Units. During the Term Borrower shall cause four (4) Units to be rented to and occupied by or, if vacant, available for occupancy by, Extremely Low Income Households.

(b) Very Low Income Units. During the Term Borrower shall cause thirteen (13) Units to be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households. This includes the five (5) HOME-Assisted Units that are regulated by the HOME Regulatory Agreement during the HOME Term and are regulated by this County Regulatory Agreement after the HOME Term.

(c) Sixty Percent Income Units. During the Term Borrower shall cause four (4) Units to be rented to and occupied by or, if vacant, available for occupancy by Sixty Percent Income Households.

(d) Intermingling of Units. Borrower shall cause the County-Assisted Units to be intermingled throughout the Development and of comparable quality to all other Units. All Tenants must have equal access to and enjoyment of all common facilities in the Development. The County-Assisted Units must be of the bedroom size set forth in the following chart:

	Extremely Low Income Units	Very Low Income Units*	Sixty Percent Income Units
One-Bd. Units		4	
Two-Bd. Units	2	6 (includes 4 HOME-Assisted)	4
Three-Bd. Units	2	3 (includes 1 HOME-Assisted)	
Total	4	13	4

*Note: the thirteen (13) Very Low Income Units listed above includes five (5) HOME-Assisted Units that are regulated by the HOME Regulatory Agreement during the HOME Term and are regulated by this County Regulatory Agreement after the HOME Term.

(e) Disabled Persons Occupancy.

(1) Borrower shall cause the Development to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities

Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(2) Borrower shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with the Accessibility Requirements. This obligation to indemnify survives termination of this HOME Regulatory Agreement, repayment of the Combined County Loan and the reconveyance of the Deed of Trust.

(f) Existing Tenants. Borrower shall provide the County a written report of the income and rent amount of all Existing Tenants within thirty (30) days of acquisition of the Development. Concurrent with providing the report to the County, Borrower shall also provide a proposal regarding designation of Units as Extremely Low Income Units, Very Low Income Units, and Sixty Percent Income Units. Borrower shall not implement any rent increases for Existing Tenants upon acquisition of the Development without the approval of the County. Any Existing Tenant lawfully residing in the Development as of the date of this Agreement is entitled to remain a resident of the Development if such Tenant does not meet the income and other eligibility criteria of this Section 2.1. If and when such non-qualifying Existing Tenant voluntarily vacates the Unit, Borrower shall rent such Unit to an Extremely Low Income Household, Very Low Income Household, or Sixty Percent Income Household, as necessary to meet the provisions of this Section.

2.2 Allowable Rent.

(a) Extremely Low Income Rent. Subject to the provisions of Section 2.5 below, the Rent paid by Tenants of Extremely Low Income Units, may not exceed one-twelfth (1/12) of thirty percent (30%) of thirty percent (30%) of Median Income, adjusted for Assumed Household Size.

(b) Very Low Income Rent. Subject to the provisions of Section 2.5 below, the Rent paid by Tenants of Very Low Income Units may not exceed one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size.

(c) Sixty Percent Income Rent. Subject to the provisions of Section 2.5 below, the Rent paid by Tenants of Sixty Percent Income Units may not exceed one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Median Income, adjusted for Assumed Household Size.

(d) No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the County-Assisted Units for any housing or other services provided by Borrower.

2.3 Compliance with TCAC Requirements. During the term of any regulatory agreement associated with the provision of low income housing tax credits by the California Tax Credit Allocation Committee ("TCAC") and recorded against the Property (the "TCAC Regulatory Agreement"), Borrower may use the occupancy standards, occupancy assumptions, income limits, and rent levels that are permitted by TCAC in the TCAC Regulatory Agreement,

in place of such requirements imposed by this County Regulatory Agreement. This does not apply to the HOME-Assisted Units which are regulated by the HOME Regulatory Agreement during the HOME Term.

2.4 Rent Increases.

(a) Rent Amount. The initial Rent for all County-Assisted Units must be approved by the County prior to occupancy. The County will provide Borrower with a schedule of maximum permissible Rents for the County-Assisted Units and the maximum monthly allowances for utilities and services (excluding telephone) annually.

(b) Rent Increases. All Rent increases for all County-Assisted Units are subject to County approval. No later than sixty (60) days prior to the proposed implementation of any Rent increase affecting a County Assisted Unit, Borrower shall submit to the County a schedule of any proposed increase in the Rent charged for County-Assisted Units. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. The County will disapprove a Rent increase if it violates the schedule of maximum permissible Rents for the County-Assisted Units provided to Borrower by the County, or is greater than a 5% increase over the previous year's Rent, provided that the County may approve a request from Borrower for a rent increase greater than 5%, with a written explanation for the request from Borrower. Borrower shall give Tenants written notice at least thirty (30) days prior to any Rent increase, following completion of the County approval process set forth above.

2.5 Increased Income of Tenants.

(a) Increased Income of an Extremely Low Income Household to Above Extremely Low Income but Below the Very Low Income Limit. Subject to Section 2.4 above, if, upon the annual certification of the income of a Tenant of an Extremely Low Income Unit, Borrower determines that the income of the Tenant has increased to above the qualifying limit for an Extremely Low Income Household but below the qualifying income for a Very Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Extremely Low Income Rent. Borrower shall then rent the next available Unit to an Extremely Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the Extremely Low Income Rent, or re-designate another comparable Unit in the Development with an Extremely Low Income Household an Extremely Low Income Unit, to comply with the requirements of Section 2.1(a) above. Upon renting the next available Unit in accordance with Section 2.1(a) or re-designating another Unit in the Development as an Extremely Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(b) Increased Income of an Extremely Low Income Household to at or Above Very Low Income Limit but below Low Income Limit. Subject to Section 2.4 above, if, upon the annual certification of the income of a Tenant of an Extremely Low Income Unit, Borrower determines that the income of the Tenant has increased to at or above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent may be increased

to the Very Low Income Rent. Borrower shall then rent the next available Unit to an Extremely Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the Extremely Low Income Rent, or re-designate another comparable Unit in the Development with an Extremely Low Income Household an Extremely Low Income Unit, to comply with the requirements of Section 2.1(a) above. Upon renting the next available Unit in accordance with Section 2.1(a) or re-designating another Unit in the Development as an Extremely Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(c) Increased Income of a Very Low Income Household to above Very Low Income but below Low Income Limit. If, upon the annual certification of the income of a Tenant of a Very Low Income Unit, Borrower determines that the income of the Tenant has increased above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Very Low Income Rent. Borrower shall then rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1(b) above, at a Rent not exceeding the Very Low Income Rent, or re-designate another comparable Unit in the Development with a Very Low Income Household a Very Low Income Unit, to comply with the requirements of Section 2.1(b) above. Upon renting the next available Unit in accordance with Section 2.1(b) or re-designating another Unit in the Development as a Very Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County Assisted Unit.

(d) Increased Income of a Sixty Percent Income Household to below Low Income Limit. If, upon the annual certification of the income of a Tenant of a Sixty Percent Income Unit, Borrower determines that the income of the Tenant has increased above the qualifying limit for a Sixty Percent Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Sixty Percent Income Rent. Borrower shall then rent the next available Unit to a Sixty Percent Income Household to comply with the requirements of Section 2.1(c) above, at a Rent not exceeding the Sixty Percent Income Rent, or re-designate another comparable Unit in the Development with a Sixty Percent Income Household a Sixty Percent Income Unit, to comply with the requirements of Section 2.1(c) above. Upon renting the next available Unit in accordance with Section 2.1(c) or re-designating another Unit in the Development as a Sixty Percent Income Unit, the Unit with the over-income Tenant will no longer be considered a County Assisted Unit.

(e) Non-Qualifying Household. If, upon the annual certification of the income a Tenant of a County Assisted Unit, Borrower determines that the Tenant's income has increased above the qualifying limit for a Low Income Household, the Tenant may continue to occupy the Unit. Upon the expiration of such Tenant's lease, Borrower may:

(1) With 60 days' advance written notice, increase such Tenant's Rent to the lesser of (i) one-twelfth (1/12) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and (ii) the fair market rent, and

(2) Rent the next available Unit to an Extremely Low Income

Household, Very Low Income Household, or Sixty Percent Income Household as applicable, to comply with the requirements of Section 2.1 above, at a Rent not exceeding the maximum Rent specified in Section 2.2, or designate another comparable Unit that is occupied by an Extremely Low Income Household, Very Low Income Household, or Sixty Percent Income Household, as applicable, as a County Assisted Unit, to meet the requirements of Section 2.1 above. On the day that Borrower complies with Section 2.1 in accordance with this Section 2.4(e), the Unit with the over-income Tenant will no longer be considered a County Assisted Unit.

(f) Termination of Occupancy. Upon termination of occupancy of a County Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

2.6 Loss of Subsidy.

(a) It is anticipated that certain Units in the Development (the "Subsidy Units") will receive Project-Based Section 8 or other rental subsidy payments (the "Rental Subsidy") throughout the Term, as reflected in the Approved Development Budget. Notwithstanding Section 2.4(b), if any change in federal law occurs, or any action (or inaction) by Congress or any federal or State agency occurs, which results in a reduction, termination or nonrenewal of the Rental Subsidy through no fault of the Borrower, such that the Rental Subsidy shown on the Approved Development Budget is no longer available, Borrower may increase the Rent on one or more of the County-Assisted Units that overlap with a Subsidy Unit, to the Sixty Percent Income Rent, subject to the following requirements:

(1) At the time Borrower requests an increase in the Rent, Borrower shall provide the County with an operating budget for the Development for the County's approval pursuant to Section 4.4 of the Loan Agreement, showing the impact of the loss or reduction of the Rental Subsidy (the "Operating Budget");

(2) The number of County-Assisted Units subject to the Rent increase and the level of rent increase may not be greater than the amount required to ensure that the Development generates sufficient income to cover its operating costs and debt service as shown on the Operating Budget, and as is necessary to maintain the financial stability of the Development; and

(3) Any such Rent increase must be pursuant to a transition plan approved by the County, consistent with remedial measures set forth in California Code of Regulations Title 4, Division 17, Chapter 1, Section 10337(a)(3) or successor regulation applicable to California's Federal and State Low Income Housing Tax Credit Program.

(b) Borrower shall use good faith efforts to obtain alternative sources of rental subsidies and shall provide the County with annual progress reports on efforts to obtain alternative sources of rental subsidies that would allow the rents on the County-Assisted Units to be reduced back to the Rents set out in Section 2.2. Upon receipt of any alternative rental subsidies, Borrower shall reduce the rents on the County-Assisted Units back to the Rents set out

in Section 2.2, to the extent that the alternative rental subsidies provide sufficient income to cover the operating costs and debt service of the Development as shown on the Operating Budget.

ARTICLE 3 INCOME CERTIFICATION; REPORTING; RECORDS

3.1 Income Certification. Borrower shall obtain, complete, and maintain on file, within sixty (60) days before expected occupancy and annually thereafter, income certifications from each Tenant renting any of the County-Assisted Units. Borrower shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Borrower shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Where applicable, Borrower shall examine at least two (2) months of relevant source documentation. Copies of Tenant income certifications are to be available to the County upon request.

3.2 Reporting Requirements.

(a) Borrower shall submit to the County within one hundred eighty (180) days after the Completion Date, and not later than forty-five (45) days after the close of each calendar year, or such other date as may be requested by the County, a report that includes the following data for each Unit and specifically identifies which Units are County-Assisted Units: (i) Tenant income, (ii) the number of occupants, (iii) the Rent, (iv) the number of bedrooms, and (v) the initial address of each Tenant. To demonstrate continued compliance with Section 2.1 Borrower shall cause each annual report after the initial report to include a record of any subsequent Tenant substitutions and any vacancies in County-Assisted Units that have been filled.

(b) Borrower shall submit to the County within forty-five (45) days after receipt of a written request, or such other time agreed to by the County, any other information or completed forms requested by the County in order to comply with reporting requirements of HUD, the State of California, and the County.

3.3 Tenant Records. Borrower shall maintain complete, accurate and current records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Borrower, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Borrower that pertain to the Development.

3.4 Development Records.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 6.11 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of the Loan Documents to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this County Regulatory Agreement. Borrower shall cause all books, records, and accounts to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records (including the records required under the HOME Regulatory Agreement) for a period of not less than five (5) years after their creation in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Combined County Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. Borrower shall cause the records to include all invoices, receipts, and other documents related to expenditures from the Combined County Loan funds. Borrower shall cause records to be accurate and current and in a form that allows the County to comply with the record keeping requirements contained in 24 C.F.R. 92.508. Such records are to include but are not limited to:

(i) Records providing a full description of the activities undertaken with the use of the Combined County Loan funds;

(ii) Records demonstrating compliance with the maintenance requirements set forth in Section 5.6;

(iii) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(iv) Financial records; and

(v) Records demonstrating compliance with the marketing, tenant selection, affordability, and income requirements.

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

ARTICLE 4
OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Borrower shall operate the Development for residential use only. No part of the Development may be operated as transient housing.

4.2 Compliance with Loan Documents and Regulatory Requirements.

(a) Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents; (ii) all requirements imposed on projects assisted with HOME Funds as contained in 42 U.S.C. Section 12701, et seq., 24 C.F.R. Part 92, and other implementing rules and regulations; and (iii) any other regulatory requirements imposed on the Development including but not limited to regulatory agreements associated with the Low Income Housing Tax Credits provided by the California Tax Credit Allocation Committee, and rental subsidies provided to the Development (the "Development Regulatory Documents").

(b) Borrower shall promptly notify the County in writing of the existence of any default under any Development Regulatory Documents, and provide the County copies of any such notice of default.

4.3 Marketing Plan; Tenant Selection Plan.

(a) Marketing Plan.

(1) No later than six (6) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County for approval its plan for marketing the Development to income-eligible households as required by this County Regulatory Agreement (the "Marketing Plan"). The Marketing Plan must include information on affirmative marketing efforts and compliance with fair housing laws and 24 C.F.R. 92.351(a).

(2) Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Marketing Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Marketing Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. If the Borrower does not submit a revised Marketing Plan that is approved by the County at least three (3) months prior to the date rehabilitation of the Development is projected to be complete, Borrower will be in default of this County Regulatory Agreement.

(b) Tenant Selection Plan.

(1) No later than six (6) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County, for its review and approval, Borrower's written tenant selection plan (the "Tenant Selection Plan").

Borrower's Tenant Selection Plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d), and any modifications thereto.

(2) Upon receipt of the Tenant Selection Plan, the County will promptly review the Tenant Selection Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Tenant Selection Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Tenant Selection Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Tenant Selection Plan until the Tenant Selection Plan is approved by the County. If the Borrower does not submit a revised Tenant Selection Plan that is approved by the County at least three (3) months prior to the date rehabilitation of the Development is projected to be complete, Borrower will be in default of this County Regulatory Agreement.

4.4 Lease Provisions.

(a) No later than four (4) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County for approval Borrower's proposed form of lease agreement for the County's review and approval. When leasing Units within the Development, Borrower shall use the form of lease approved by the County. The form of lease must comply with all requirements of this County Regulatory Agreement, the other Loan Documents and must, among other matters:

(1) provide for termination of the lease for failure to: (i) provide any information required under this County Regulatory Agreement or reasonably requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this County Regulatory Agreement, or (ii) qualify as an Extremely Low Income Household, Very Low Income Household, or Sixty Percent Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation;

(2) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3 above; and

(3) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 3.9(b) of the Loan Agreement, and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

(b) During the Term, Borrower shall comply with the Marking Plan and Tenant Selection Plan approved by the County.

(c) Any termination of a lease or refusal to renew a lease for a County Assisted Unit within the Development must be preceded by not less than sixty (60) days written notice to the Tenant by Borrower specifying the grounds for the action.

ARTICLE 5
PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Borrower is responsible for all management functions with respect to the Development, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Borrower shall retain a professional property management company approved by the County in its reasonable discretion to perform Borrower's management duties hereunder. An on-site property management representative shall reside at the Property.

5.2 Management Agent. Borrower shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). The County has approved the John Stewart Company as the Management Agent. Borrower shall submit for the County's approval the identity of any proposed subsequent management agent. Borrower shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying Borrower in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this County Regulatory Agreement. Borrower shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this County Regulatory Agreement, the County shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Borrower of such written notice, the County staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a

management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this County Regulatory Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.6 below.

5.5 Approval of Management Policies. Borrower shall submit its written management policies with respect to the Development to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this County Regulatory Agreement.

5.6 Property Maintenance.

(a) Borrower shall maintain, for the entire Term of this County Regulatory Agreement, all interior and exterior improvements, including landscaping: (i) in decent, safe and sanitary condition, (ii) in good condition and repair, and (iii) free of all health and safety defects. Such maintenance must be in accordance with (i) all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials; and (ii) any other standards provided by the County (collectively, the "Maintenance Standards"). Borrower shall correct any life-threatening maintenance deficiencies immediately upon notification.

(b) At the beginning of each year of the Term, Borrower shall certify to the County that the Development is in compliance with the Maintenance Standards.

5.7 Property Inspections.

(a) On-Site Physical Inspections. The County will perform on-site inspections of the Development during the Term to ensure compliance with the Maintenance Standards. The County will perform an on-site inspection within twelve months after completion of rehabilitation of the Development and at least once every three (3) years during the Term. If the Development is found to have health and safety violations, the County may perform more frequent inspections. Borrower shall cooperate in such inspections.

(b) Violation of Maintenance Standards. If after an inspection, the County determines that Borrower is in violation of the Maintenance Standards, the County will provide Borrower a written report of the violations. Borrower shall correct the violations set forth in the report provided to Borrower by County. The County will perform a follow-up inspection to verify that the violations have been corrected. If such violations continue for a period of ten (10) days after delivery of the report to Borrower by the County with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after delivery of the report to Borrower by the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary

to cure the violation. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount Borrower shall promptly pay to the County upon demand.

ARTICLE 6 MISCELLANEOUS

6.1 Transfers.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under the Loan Documents; and/or (ii) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of any single unit in the Development to an occupant in compliance with this County Regulatory Agreement. The County Director – Department of Conservation and Development is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) Except as otherwise permitted in this Section 6.1, no Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The Combined County Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(c) The County hereby approves the admission of the Investor Limited Partner and Red Stone Equity Manager, LLC, a Delaware limited liability company, to Borrower as limited partners. The County hereby approves future Transfers of the limited partner interest of Borrower provided that: (i) such Transfers do not affect the timing and amount of the Investor Limited Partner capital contributions provided for in the Partnership Agreement; and (ii) in subsequent Transfers, the Investor Limited Partner or an affiliate thereof, retains a membership or partnership interest and serves as a managing member or managing general partner of the successor limited partner.

(d) The County hereby approves a Transfer of the Property from Borrower to RCD, or a non-profit affiliate of RCD, and an assumption of the Combined County Loan by such transferee at or prior to the end of the Fifteen Year Compliance Period, provided that: (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, (ii) the assignment and assumption agreement evidencing such Transfer requires the transferee to expressly assume the obligations of Borrower under the Loan Documents, and (iii) the County is provided executed copies of all documents evidencing the Transfer.

(e) The County hereby approves the purchase of the Investor Limited Partner interest by RCD, or a non-profit affiliate of RCD at or prior to the end of the Fifteen Year Compliance Period, provided that (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, and (ii) the County is provided executed copies of all documents evidencing the Transfer.

(f) In the event the general partner of Borrower is removed by the limited partner of Borrower for cause following default under the Partnership Agreement, the County hereby approves the Transfer of the general partner interest to (i) a 501(c)(3) tax exempt nonprofit corporation or other entity with a 501(c)(3) tax exempt nonprofit corporation member or partner, that is selected by the Investor Limited Partner and approved by the County, and (ii) the Investor Limited Partner or an affiliate thereof, but only for a period not to exceed ninety (90) days from the date of removal of the general partner, during which time such entity shall diligently seek a replacement general partner meeting the requirements of subsection (i) above.

(g) The County hereby approves the grant of the security interests in the Development for Approved Financing as such term is defined in Section 1.1(f) of the Loan Agreement.

6.2 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Borrower may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households pursuant to this County Regulatory Agreement and the HOME Regulatory Agreement. Borrower herein covenants by and for Borrower, assigns, and all persons claiming under or through Borrower, that there exist no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any unit nor will Borrower or any person claiming under or through Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any unit or in connection with the employment of persons for the construction, operation and management of any unit.

(b) Borrower shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. Borrower may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Borrower apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

6.3 Application of Provisions. The provisions of this County Regulatory Agreement

apply to the Property for the entire Term even if the Combined County Loan is paid in full prior to the end of the Term. This County Regulatory Agreement binds any successor, heir or assign of Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the County. The County is making the Combined County Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.4 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the County, and (iv) a statement that a public hearing may be held by the County on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Borrower shall also file a copy of the above-described notice with the County Assistant Deputy Director, Department of Conservation and Development.

(b) In addition to the notice required above, Borrower shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

6.5 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this County Regulatory Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the Term said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this County Regulatory Agreement.

6.6 Enforcement by the County.

(a) If Borrower fails to perform any obligation under this County Regulatory Agreement, and fails to cure the default within thirty (30) days after the County has notified Borrower in writing of the default, the County may enforce this County Regulatory Agreement by any or all of the following actions, or any other remedy provided by law:

(1) Calling the Combined County Loan. The County may declare a default under the Loan Documents, accelerate the indebtedness evidenced by the Loan Documents, and proceed with foreclosure under the Deed of Trust.

(2) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Borrower's performance of its obligations under this County Regulatory Agreement, and may seek damages.

(3) Remedies Provided Under Loan Documents. The County may exercise any other remedy provided under the Loan Documents.

(b) The County shall provide notice of a default to the Investor Limited Partner and any limited partner of Borrower who has requested written notice from the County in the manner set forth in Section 6.5 of the Loan Agreement.

6.7 Attorneys' Fees and Costs. In any action brought to enforce this County Regulatory Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.8 Recording and Filing. The County and Borrower shall cause this County Regulatory Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.9 Governing Law. This County Regulatory Agreement is governed by the laws of the State of California.

6.10 Waiver of Requirements. Any of the requirements of this County Regulatory Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this County Regulatory Agreement extends to or affects any other provision of this County Regulatory Agreement, and may not be deemed to do so.

6.11 Amendments. This County Regulatory Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

6.12 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

Borrower: Antioch Recap, L.P.
c/o Resources for Community Development
2220 Oxford Street
Berkeley, California 94704
Attention: Executive Director

Investor Limited
Partner: RSEP Holding, LLC
c/o Red Stone Equity Partners, LLC
1100 Superior Avenue, Suite 1640
Cleveland, OH 44114
Attention: General Counsel

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.13 Severability. If any provision of this County Regulatory Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this County Regulatory Agreement will not in any way be affected or impaired thereby.

6.14 Multiple Originals; Counterparts. This County Regulatory Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.15 Revival of Agreement after Foreclosure. In the event there is a foreclosure of the Property, this County Regulatory Agreement will revive according to its original terms if, during the Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or Property.

6.16 County Regulatory Agreement. The County and Borrower are entering into this County Regulatory Agreement concurrently with the HOME Regulatory Agreement. This County Regulatory Agreement applies to all the County-Assisted Units including the HOME-Assisted Units. The HOME Regulatory Agreement applies only to the HOME-Assisted Units and includes HOME requirements applicable to the use of HOME Funds. The HOME Regulatory Agreement will be in effect for the HOME Term. Compliance with the terms of the HOME Regulatory Agreement will be deemed compliance with this County Regulatory Agreement during the HOME Term as it applies to the HOME-Assisted Units. In the event of a conflict between the HOME Regulatory Agreement and this County Regulatory Agreement during the HOME Term as it applies to the HOME-Assisted Units, the terms of the HOME Regulatory Agreement will prevail.

[remainder of page intentionally left blank]

WHEREAS, this County Regulatory Agreement has been entered into by the undersigned as of the date first written above.

COUNTY:

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

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

Approved as to form:

SHARON L. ANDERSON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

BORROWER:

Antioch Recap, L.P., a California limited partnership

By: RCD GP III, LLC, a California limited liability company, its general partner

By: Resources for Community Development, a California nonprofit public benefit corporation, its sole member/manager

By: _____
Daniel Sawislak, Executive Director

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 _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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.

Name: _____
Notary Public

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 _____)

On _____, before me, _____, Notary Public, personally appeared _____, 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.

Name: _____
Notary Public

EXHIBIT A

Legal Description
(Terrace Glen)

The land is situated in the State of California, County of Contra Costa, and is described as follows:

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT
(Pinecrest)

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT ("Agreement") is dated October 31, 2018 and is by and among the County of Contra Costa, a political subdivision of the State of California (the "County"), Pinecrest Affordable Housing, L.P., a California limited partnership (the "Seller"), and Antioch Recap, L.P., a California limited partnership (the "Buyer").

RECITALS

A. The Seller is the owner of that certain real property located at 1945 and 1949 Cavallo Road, Antioch, County of Contra Costa, State of California (the "Pinecrest Property"). The Pinecrest Property is improved with twenty-four (24) units of affordable housing and attendant site improvements (the "Pinecrest Improvements").

B. The County made a loan to the Seller that is a secured lien on the Pinecrest Property. The County loan consists of Six Hundred Twenty-Five Thousand Dollars (\$625,000), funded using Home Investment Partnerships Act funds from the United States Department of Housing and Urban Development pursuant to the Cranston-Gonzales National Housing Act of 1990 (the "Original Pinecrest Loan").

C. The Buyer desires to acquire the Pinecrest Property from the Seller and to assume the Seller's obligations under the Original Pinecrest Loan. Furthermore, the Pinecrest Improvements are in need of rehabilitation which will require additional financing. In support of the rehabilitation of the Pinecrest Property and the concurrent rehabilitation thirty-two (32) units of affordable housing located at 35, 45, 101, 103, 105 and 107 W. 20th Street, and 104 and 106 W. 20th Street in the City of Antioch (the "Terrace Glen Property") which is being acquired by the Buyer at the same time it acquires the Pinecrest Property, the County has agreed to restructure the Original Pinecrest Loan, as well as the existing financing associated with the Terrace Glen Property, and to provide new financing to the Buyer (collectively, the "New Financing").

D. The transfer all of the Seller's rights, title, and interest in the Pinecrest Property to the Buyer (the "Transfer"), and the assignment of the Original Pinecrest Loan to the Buyer require the County's consent.

E. Concurrent with the Transfer and the assignment and assumption of the Original Pinecrest Loan, the documents evidencing the Original Pinecrest Loan will be terminated and replaced with new loan documents evidencing the New Financing as detailed in a loan agreement to be executed by the County and the Buyer (the "County Loan Agreement").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Representations of the Seller. The Seller represents and warrants that:
 - a. It has not previously assigned, pledged, hypothecated or otherwise transferred any of its rights, title, or interest in or obligations in the Original Pinecrest Loan.
 - b. It has received the consent of all other existing lenders on the Pinecrest Property to the transfer of the Pinecrest Property, and the assignment and assumptions contemplated by this Agreement and that such actions will not constitute a default under any of such lenders' loan documents.
 - c. No event has occurred and is continuing which would constitute a default and no event has occurred and is continuing which, with notice or the passage of time or both, would be an event of default under any of the documents evidencing the Original Pinecrest Loan.
2. Consent to Transfer of Property. Subject to the Buyer's execution of the County Loan Agreement in a form satisfactory to the County, the County consents to the Transfer.
3. Assignment of Original Pinecrest Loan.
 - a. Assignment. The Seller hereby assigns to the Buyer all of the Seller's rights, title, and interest in and obligations under the Original Pinecrest Loan (the "Assignment").
 - b. Assumption. The Buyer hereby accepts the Assignment and assumes the Seller's obligation to repay the Original Pinecrest Loan, in accordance with the terms of a promissory note from the Buyer to the County to be executed concurrently with the County Loan Agreement.
 - c. County Consent. Subject to the Buyer's execution of the County Loan Agreement in a form satisfactory to the County, the County consents to the Assignment.
4. Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.
5. Attorneys' Fees Enforcement. If any attorney is engaged by any party hereto to enforce or defend any provision of this Agreement, the prevailing party or parties are entitled to costs and reasonable attorneys' fees.
6. Successors and Assigns. This Agreement binds and inures to the benefit of the legal representatives, heirs, successors and assigns of the parties.
7. California Law. The laws of the State of California govern all matters arising out of this Agreement.

8. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which is deemed an original but all of which together constitute one and the same agreement.

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[signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

SELLER:

Pincecrest Affordable Housing, L.P.,
a California limited partnership

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

By: _____
Daniel Sawislak, Executive Director

BUYER:

Antioch Recap, L.P.,
a California limited partnership

By: RCD GP III, LLC,
a California limited liability company,
its general partner

By: Resources for Community Development, a
California nonprofit public benefit
corporation its sole member/manager

By: _____
Daniel Sawislak, Executive Director

COUNTY:

COUNTY OF CONTRA COSTA, a political
subdivision of the State of California

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

APPROVED AS TO FORM:

SHARON L. ANDERSON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT
(Terrace Glen)

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT ("Agreement") is dated October 31, 2018 and is by and among the County of Contra Costa, a political subdivision of the State of California (the "County"), Resources for Community Development, a California nonprofit public benefit corporation (the "Seller"), and Antioch Recap, L.P., a California limited partnership (the "Buyer").

RECITALS

A. The Seller is the owner of that certain real property located at 35, 45, 101, 103, 105 and 107 W. 20th Street, and 104 and 106 W. 20th Street, Antioch, County of Contra Costa, State of California (the "Terrace Glen Property"). The Terrace Glen Property is improved with thirty-two (32) units of affordable housing and attendant site improvements (the "Terrace Glen Improvements").

B. The Seller acquired the Terrace Glen Property from Terrace Glen Partners, L.P., a California limited partnership ("Terrace Glen"). When it acquired the Terrace Glen Property, the Seller assumed Terrace Glen's obligation to repay a loan the County had made to Terrace Glen that is a secured lien on the Terrace Glen Property. The County loan assumed by the Seller consists of Eight Hundred Fifty-Six Thousand Dollars (\$856,000), funded using Home Investment Partnerships Act funds from the United States Department of Housing and Urban Development pursuant to the Cranston-Gonzales National Housing Act of 1990 (the "Original Terrace Glen Loan").

C. The Buyer desires to acquire the Terrace Glen Property from the Seller and to assume the Seller's obligations under the Original Terrace Glen Loan. Furthermore, the Terrace Glen Improvements are in need of rehabilitation which will require additional financing. In support of the rehabilitation of the Terrace Glen Property and the concurrent rehabilitation twenty-four (24) units of affordable housing located at 1945 and 1949 Cavallo Road in the City of Antioch (the "Pinecrest Property") which is being acquired by the Buyer at the same time it acquires the Terrace Glen Property, the County has agreed to restructure the Original Terrace Glen Loan, as well as the existing financing associated with the Pinecrest Property, and to provide new financing to the Buyer (collectively, the "New Financing").

D. The transfer all of the Seller's rights, title, and interest in the Terrace Glen Property to the Buyer (the "Transfer"), and the assignment of the Original Terrace Glen Loan to the Buyer require the County's consent.

E. Concurrent with the Transfer and the assignment and assumption of the Original Terrace Glen Loan, the documents evidencing the Original Terrace Glen Loan will be terminated and replaced with new loan documents evidencing the New Financing as detailed in a loan agreement to be executed by the County and the Buyer (the "County Loan Agreement").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Representations of the Seller. The Seller represents and warrants that:
 - a. It has not previously assigned, pledged, hypothecated or otherwise transferred any of its rights, title, or interest in or obligations in the Original Terrace Glen Loan.
 - b. It has received the consent of all other existing lenders on the Terrace Glen Property to the transfer of the Terrace Glen Property, and the assignment and assumptions contemplated by this Agreement and that such actions will not constitute a default under any of such lenders' loan documents.
 - c. No event has occurred and is continuing which would constitute a default and no event has occurred and is continuing which, with notice or the passage of time or both, would be an event of default under any of the documents evidencing the Original Terrace Glen Loan.
2. Consent to Transfer of Property. Subject to the Buyer's execution of the County Loan Agreement in a form satisfactory to the County, the County consents to the Transfer.
3. Assignment of Original Terrace Glen Loan.
 - a. Assignment. The Seller hereby assigns to the Buyer all of the Seller's rights, title, and interest in and obligations under the Original Terrace Glen Loan (the "Assignment").
 - b. Assumption. The Buyer hereby accepts the Assignment and assumes the Seller's obligation to repay the Original Terrace Glen Loan, in accordance with the terms of a promissory note from the Buyer to the County to be executed concurrently with the County Loan Agreement.
 - c. County Consent. Subject to the Buyer's execution of the County Loan Agreement in a form satisfactory to the County, the County consents to the Assignment.
4. Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.
5. Attorneys' Fees Enforcement. If any attorney is engaged by any party hereto to enforce or defend any provision of this Agreement, the prevailing party or parties are entitled to costs and reasonable attorneys' fees.

6. Successors and Assigns. This Agreement binds and inures to the benefit of the legal representatives, heirs, successors and assigns of the parties.

7. California Law. The laws of the State of California govern all matters arising out of this Agreement.

8. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which is deemed an original but all of which together constitute one and the same agreement.

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[signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

SELLER:

Resources for Community Development,
a California nonprofit public benefit corporation

By: _____
Daniel Sawislak, Executive Director

BUYER:

Antioch Recap, L.P.,
a California limited partnership

By: RCD GP III, LLC,
a California limited liability company,
its general partner

By: Resources for Community Development, a
California nonprofit public benefit
corporation its sole member/manager

By: _____
Daniel Sawislak, Executive Director

COUNTY:

COUNTY OF CONTRA COSTA, a political
subdivision of the State of California

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

APPROVED AS TO FORM:

SHARON L. ANDERSON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel