

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

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TERMINATION AGREEMENT

by and among the

COUNTY OF CONTRA COSTA,

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee,**

and

COGGINS SQUARE ASSOCIATES, L.P.

dated as of March 1, 2020

**relating to:
Regulatory Agreement and Declaration of Restrictive Covenants,
dated as of November 1, 1998, among the
County of Contra Costa,
Coggins Square Associates, L.P. and
The Bank of New York Mellon Trust Company, N.A.,
successor to BNY Western Trust Company, as Trustee**

TERMINATION AGREEMENT

This TERMINATION AGREEMENT, dated as of March 1, 2020 (the "Agreement"), is by and among the COUNTY OF CONTRA COSTA (the "County"), THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., successor to BNY WESTERN TRUST COMPANY, as trustee (the "Trustee"), and COGGINS SQUARE ASSOCIATES, L.P., a California limited partnership (the "Borrower").

RECITALS:

WHEREAS, pursuant to an Indenture of Trust, dated as of November 1, 1998, between the County and the Trustee, the County issued its County of Contra Costa Multifamily Housing Revenue Bonds (Coggins Square Apartments), 1998 Series D, Issue I (the "Issue I Bonds") and its County of Contra Costa Multifamily Housing Revenue Bonds (Coggins Square Apartments), 1998 Series II (the "Issue II Bonds," and together with the Issue I Bonds, 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, 1998 (the "Loan Agreement"), among the County, Wells Fargo Bank, National Association, as Bondowner Representative, and the Borrower, and the Borrower used proceeds of the Loan to finance a 78 unit multifamily rental housing facility known as Coggins Square Apartments located at 1316 Las Juntas Way in the unincorporated area of the County (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, 1998 (the "Regulatory Agreement") and recorded on _____, 1998 in the official records of the County of Contra Costa, State of California, as Instrument No. DOC-1998-_____, which Regulatory Agreement sets forth certain terms and conditions relating to the operation of the Project;

WHEREAS, the Issue II Bonds have been fully repaid and are no longer outstanding under the Indenture; and

WHEREAS, the Borrower is selling the Project to Coggins Square Apartments, 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 remaining amounts due on the Loan, which prepayment will result in the redemption of the Issue I 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 "2020 Borrower Loan") from the County which is issuing its County of Contra Costa, California Multifamily Housing Revenue Bonds (Coggins Square Apartments), 2020 Series C-1 and its County of Contra Costa, California Multifamily Housing Revenue Bonds (Coggins Square Apartments), 2020 Series C-2 (collectively, the "2020 Bonds") and using the proceeds of the 2020 Bonds to make the 2020 Borrower Loan; and

WHEREAS, in connection with the issuance of the 2020 Bonds and the 2020 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 Issue I 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 _____, 1998, as Instrument No. DOC-1998-_____ 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: _____
John Kopchik,
Director, Department of
Conservation and Development

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By: _____
Its: _____

COGGINS SQUARE ASSOCIATES, L.P., a
California Limited Partnership

By: BRIDGE Housing Corporation, a California
nonprofit public benefit corporation, its
General Partner

By: _____
Its: _____

03007.47:J16764

[Signature page to Termination Agreement – Coggins Square]

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.

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WITNESS my hand and official seal.

Signature _____ [Seal]
Notary Public

NOTARY ACKNOWLEDGMENT

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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 IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS: