

**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**

**FEDERAL D. GLOVER, CHAIR, 5TH DISTRICT
KAREN MITCHOFF, VICE CHAIR, 4TH DISTRICT
JOHN GIOIA, 1ST DISTRICT
CANDACE ANDERSEN, 2ND DISTRICT
DIANE BURGIS, 3RD 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, MAY BE LIMITED TO TWO (2) MINUTES.

A LUNCH BREAK MAY BE CALLED AT THE DISCRETION OF THE BOARD CHAIR.

The Board of Supervisors respects your time, and every attempt is made to accurately estimate when an item may be heard by the Board. All times specified for items on the Board of Supervisors agenda are approximate. Items may be heard later than indicated depending on the business of the day. Your patience is appreciated.

**ANNOTATED AGENDA & MINUTES
December 12, 2017**

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: Contra Costa County Employees' Assn., Local No. 1; Am. Fed., State, County, & Mun. Empl., Locals 512 and 2700; Calif. Nurses Assn.; Service Empl. Int'l Union, Local 1021; District Attorney's Investigators Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters, Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Service Employees International Union Local 2015; Contra Costa County Defenders Assn.; Probation Peace Officers Assn. of Contra Costa County; Contra Costa County Deputy District Attorneys' Assn.; and Prof. & Tech. Engineers, Local 21, AFL-CIO; 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))

1. *Ambac Bon Insurance Cases*, San Francisco Superior Court Case No. CJC-08-004555 (JCP 4555)

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

Inspirational Thought- "*The holiday season is a perfect time to reflect on our blessings and seek out ways to make life better for those around us.*" ~Terri Marshall

Present: John Gioia, District I Supervisor; Candace Andersen, District II Supervisor; Diane Burgis, District III Supervisor; Karen Mitchoff, District IV Supervisor; Federal D. Glover, District V Supervisor

Staff Present: David Twa, County Administrator
Sharon Anderson, County Counsel

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.63 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)

PRESENTATION honoring the CSAC Merit Award recipients. (Graham Knaus, CSAC Deputy Executive Director of Operations and Member Services)

Awards were presented to:

The Contra Costa County Parent Partner Program

(<https://www.capc-coco.org/programs/parent-partners-program/>)

The Public Works, Flood Control and Water Conservation Department for their web application Rain Map.

(www.cccounty.us/RainMap)

Inter-County Business Intelligence Partnership

(<https://www.counties.org/sites/main/files/file.../contracostacountyintercounty.pdf>)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

There were no consent items removed for discussion.

D. 2 PUBLIC COMMENT (2 Minutes/Speaker)

Ed Hofler, resident of Richmond, spoke on recent incidences of parking of semi-tractor trailers on San Pablo Dam Road, a residential zoned area, throughout the weekends;

Supervisor Gioia invited Mr. Hofler to contact his office directly to work on resolving the problem.

Elijah Dominguez, resident of Martinez, spoke on a Freedom of Information Act Request of December 6th, 2017 that he filed with the Sheriff-Coroner's office, requesting preservation of various documents to include digitally stored information. Mr Dominguez states he has difficulty communicating with the Sheriff's Department because of a restraining order restricting him from the premises. He requested his matter be placed on a future agenda (handout attached).

Chair Glover noted this matter is not on the agenda, no action can be taken, and suggested Mr. Dominguez follow up with the Sheriff's office.

D.3 CONSIDER adopting Resolution No. 2017/442 authorizing the issuance of Multifamily Housing Revenue Bonds in an amount not to exceed \$17,000,000 to provide financing for the costs of acquisition and construction of Heritage Point Senior Apartments in North Richmond. (100% Special Revenue funds) (Kara Douglas, Conservation and Development Department)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

D.4 HEARING to consider adopting Resolution No. 2017/443, approving and authorizing the Conservation and Development Director, or designee, to execute a Disposition, Development and Loan Agreement between the County and Community Housing Development Corporation of North Richmond (CHDC) for the sale of six parcels of real property in North Richmond fronting the east side of Fred Jackson Way, between Grove Street and Chelsey Avenue, to CHDC for development of the Heritage Point Development, with 42 multi-family residential units and loan of \$7,791,339 in County funds. (Maureen Toms and Kara Douglas, Conservation and Development Department)

By unanimous vote, the Board accepted additional material into the record. Information was received after the publication of the agenda that required revisions to the Board Order and Resolution. The red-line documents showing the revisions is attached.

CLOSED the hearing; ADOPTED Resolution No. 2017/443 as revised today; APPROVED and AUTHORIZED the Director of Conservation and Development Department to execute various legal documents in connection with the loan and grant, including the DDLA, Memorandum of DDLA, Assignment Agreement, Grant Deed, County Regulatory Agreement, and Grant Agreement; FOUND the Adopted Mitigated Negative Declaration is adequate for the DDLA and has been prepared in a manner that is consistent with State and County CEQA guidelines and ADOPT the Mitigated Negative Declaration; and AUTHORIZED staff to file a Notice of Determination with County Clerk and pay the filing fee.

D.5 HEARING to adopt Resolution No. 2017/445 authorizing the issuance of Multifamily Housing Revenue Bonds in an amount not to exceed \$1.6 million to provide financing for the costs of construction of Riviera Family Apartments, a 58-unit residential rental housing development located at 1515 and 1738 Riviera Avenue (Assessor's Parcel Nos. 174-150-076, 174-140-019, 174-140-025) in the City of Walnut Creek, California. (100% Special Revenue funds) (Kara Douglas, Conservation and Development Department)

CLOSED the hearing; ADOPTED Resolution No. 2017/445 approving the issuance of Multifamily Housing Revenue Bonds in an amount not to exceed \$1,600,000 to for the benefit of Riviera Family Apartments, L.P., a California Limited Partnership to provide additional financing for the costs of construction of Riviera Family Apartments, in the City of Walnut Creek; adoption is solely for the purposes of satisfying the requirements of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA).

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

D.6 CONSIDER discharging the Probation Department from accountability of collections for numerous collections accounts related to the Juvenile Cost of Care and the Juvenile Electronic Monitoring fees formerly collected by the Office of Revenue Collections and the Probation Collections Unit totaling \$8,793,588 which have been deemed uncollectible, refunding certain overpayments made related to the Juvenile Cost of Care fee and take related actions, as recommended by the Public Protection Committee. (Timothy Ewell, County Administrator's Office)

Speakers: Albert Ponce, resident of Martinez; Alyssa, California Nurses Association, Contra Costa County Racial Justice Coalition; Mavrana Cuevas, resident of Antioch; Diana Diaz, resident of San Pablo; Francisco Torres, ACCE; Harry Baker, resident of Pleasant Hill; Melvin Willis, resident of Richmond; Wesley Saver, policy Advocacy Clinic, UC Berkely School of Law; Cheryl Sudouth, CCC Racial Justice Coalition; Rebecca Brown.

APPROVED the recommendations presented with the following additional requests and direction:

- 1. The notification letters to be sent out will be modified to use less technical jargon, for greater understanding, and will be produced two-sided, English and Spanish;***
- 2. The information in the letters will be available on the Probation website, with links or phone numbers to call to receive assistance in additional languages;***

*3. The notification letters will be sent to those persons in the database back to September 1, 2010 to afford them an opportunity to file a claim if they believe they were improperly assessed;
4. AUTHORIZED the Public Protection Committee to develop a claim process for those who may have improperly assessed prior to September 1, 2010, to include the matter of fees assessed for electronic monitoring, and DIRECTED the Committee to report back to the Board on that;*

5. DIRECTED the Public Protection Committee to report back to the Board on the implementation of the notification process

Supervisor Gioia also expressed that the Board would like to see community advocates work with the Committee, to better assist the public in this process

D. 7 CONSIDER reports of Board members.

There were no items reported today.

11:00 A.M. 2017 CSAC Institute Credential Recipients Presentation

Closed Session

ADJOURN in memory of
Frank Fernandez

former Assistant County Administrator - Director of Finance, retired 1984

CONSENT ITEMS

Road and Transportation

C.1 CONTINUE the emergency action originally taken by the Board of Supervisors on March 7, 2017, pursuant to Public Contract Code Sections 22035 and 22050, to repair the Morgan Territory Road Slide Repair Project, as recommended by the Interim Public Works Director, Clayton area. (100% Local Road Funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.2 APPROVE the Byron Highway and Camino Diablo Intersection Improvements Project contingency fund increase of \$25,000 for a new contingency fund total of \$219,897, and a new payment limit of \$2,168,868, effective December 12, 2017, as recommended by the Interim Public Works Director, Byron area. (23% Highway Safety Improvement Program Grant Funds, 17% Measure J Return to Source Funds, 12% East County Regional Area of Benefit Funds, and 48% Local Road Funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.3 APPROVE the Notice of Intention to Sell Real Property, identified as Assessor's Parcel No. 416-022-007, located at 3036 Avon Lane and the remaining portions of Assessor's Parcel Nos. 416-013-020 and 024, located at 3160 and 3168 Rollingwood Drive, San Pablo, as recommended by the Interim Public Works Director (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Engineering Services

C.4 ADOPT Resolution No. 2017/420 accepting an Offer of Dedication for a Public Utilities Easement from Shapell Industries, Inc., a Delaware Corporation, on a portion of Lot 1, subdivision SD13-09315, as recommended by the Interim Public Works Director, San Ramon (Dougherty Valley) area. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.5 ADOPT Resolution No. 2017/423 accepting completion of private improvements for minor subdivision MS06-00038 for a project developed by RL Livorna, LLC, as recommended by the Interim Public Works Director, Alamo area. (100% Developer fees)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.6 ADOPT Resolution No. 2017/424 accepting completion of improvements for subdivision SD14-09376, for a project developed by MOMO Development 2013, LLC, as recommended by the Interim Public Works Director, Walnut Creek area. (100% Developer fees)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.7 ADOPT Resolution No. 2017/429 accepting completion of the warranty period for the Road Improvement Agreement for Boulevard Way, and release of cash deposit for faithful performance for land use permit LP08-02034, for a project developed by Sufism Reoriented, as recommended by the Interim Public Works Director, Walnut Creek area. (100% Developer fees)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.8 ADOPT Resolution No. 2017/430 approving the Subdivision Agreement (Right-of-Way Landscaping) for park acceptance PA14-00043, for a project being developed by Western Pacific Housing, Inc., as recommended by the Interim Public Works Director, San Ramon (Dougherty Valley) area. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.9 ADOPT Resolution No. 2017/433 accepting completion of landscape improvements for a Subdivision Agreement (Right-of-Way Landscaping) for park acceptance PA14-00043, for a project being developed by Western Pacific Housing, Inc., as recommended by the Interim Public Works Director, San Ramon (Dougherty Valley) area. (100% Developer fees)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Special Districts & County Airports

C.10 As the governing body of the Contra Costa County Flood Control and Water Conservation District, APPROVE the Notice of Intention to Sell Property owned by the District to the State of California, Department of Water Resources, identified as parcel 037-191-XXX which is adjacent to parcel 037-191-036, consisting of approximately 26.76 acres of the Marsh Creek Channel, in relation to the Dutch Slough Tidal Marsh Restoration Project, and take related actions under the California Environmental Quality Act, as recommended by the Interim Public Works Director, Oakley area (100% Reclamation District 2137 Funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.11 APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Sean White and Blair White for a shade hangar at Buchanan Field Airport effective October 28, 2017 in the monthly amount of \$177.07 (100% Airport Enterprise Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Claims, Collections & Litigation

C.12 DENY claims filed by Joan Eidson, Enterprise Rent-A-Car, Viking Billing Services for Hertz Corp., and Tony Wagoner.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Honors & Proclamations

C.13 ADOPT Resolution No. 2017/427 recognizing the California State Association of Counties Institute graduates, as recommended by the County Administrator.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.14 ADOPT Resolution No. 2017/434 recognizing the contributions of Carmen Piña-Delgado on her 35 years of service to Contra Costa County, as recommended by the Interim Public Works Director. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Hearing Dates

C.15 ADOPT Resolution No. 2017/435, declaring the intention to form Zone 2607 within County Service Area P-6 in an unincorporated area of the County near Martinez; and fixing a public hearing for January 23, 2018, at 9:30 a.m. to consider public input regarding the establishment of Zone 2607 and the adoption of Ordinance No. 2018-01 authorizing the levy of a special tax within Zone 2607 to fund police protection services, as recommended by the Conservation and Development Director. (100% Developer fees)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Appointments & Resignations

C.16 REAPPOINT Barbara Guise to the Trustee 2 seat and Patricia Bristow to the Trustee 3 seat on the Byron-Brentwood-Knightsen Union Cemetery District, as recommended by Supervisor Burgis.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.17 REAPPOINT Chris Gallagher to the Appointee 2 seat, Henry Schultzel to the Appointee 3 seat, Trudy Negherbon to the Appointee 5 seat and Scott Sweet to the Appointee 6 seat on the County Service Area P-2A Citizen Advisory Committee, as recommended by Supervisor Burgis.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.18 APPROVE the medical staff appointments and reappointments, additional privileges, primary department changes, staff advancement, and voluntary resignations as recommended by the Medical Staff Executive Committee and the Health Services Director.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Personnel Actions

C.19 ADOPT Position Adjustment Resolution No. 22190 to establish the classification of Surgery Scheduler (represented) and allocate it on the Salary Schedule, and reclassify one Clerk-Senior Level (represented) position to Surgery Scheduler in the Health Services Department. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.20 ADOPT Position Adjustment Resolution No. 22161 to transition one Senior Clerk - Project (represented) position and its incumbent into the Merit System classification of Clerk-Senior Level (represented) and to transition one Intermediate Level Clerk - Project (represented) position and its incumbent into the Merit System class of Clerk-Experienced Level (represented) in the Employment and Human Services Department. (50% Federal, 50% State)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.21 ADOPT Resolution No. 2017/426 to grant an exemption to Contra Costa County Salary Regulations and adjust the salary step of the incumbent in the classification of Children and Family Services Director-Exempt, effective September 11, 2017, as requested by the Employment and Human Services Director and recommended by the Director of Human Resources. (48% Federal, 39% State, 13% County)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.22 ADOPT Position Adjustment Resolution No. 22199 to add one Registered Nurse position (represented) in the Health Services Department. (100% Contra Costa Health Plan member premiums)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.23 ADOPT Position Adjustment Resolution No. 22200 to add one Medical Director-Exempt position (unrepresented) in the Health Services Department. (100% Whole Person Care Grant)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.24 ADOPT Position Adjustment Resolution No. 22201 to add two Mental Health Clinical Specialist (represented) positions in the Health Services Department. (100% General Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.25 ADOPT Position Adjustment Resolution No. 22116 to add one Network Administrator I (represented) position and cancel one Information Systems Technician II position in the Employment and Human Services Department. (42% Federal, 48% State, 10% County)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.26 ADOPT Position Resolution No. 22206 to reallocate the salary of the Payroll Systems Administrator (unrepresented) classification on the Salary Schedule in the Auditor-Controller Department. (100% General Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Grants & Contracts

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

C.27 ADOPT Resolution No. 2017/404 approving and authorizing the Sheriff-Coroner or designee, to apply for and accept the California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program Agreement in an initial amount of \$738,249 for marine patrol and boating regulation enforcement for the period July 1, 2018 through the end of available funding. (100% State)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

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

C.28 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to issue a Request for Proposals in an amount not to exceed \$200,000 for Pre-Apprenticeship Construction Training Program(s) for the period July 1, 2018 through June 30, 2019. (100% Federal)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.29 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with San Ramon Valley Unified School District, to increase the payment limit by \$25,833 to a new payment limit of \$227,072, to add the daily rate cost of living adjustment provided by the State for preschool services, with no change to the term of August 1, 2017 through June 30, 2018. (100% State)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.30 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Esther Kwon, M.D., effective December 1, 2017, to provide additional administrative duties for podiatry services at Contra Costa Regional Medical Center and Health Centers, with no change in the payment limit of \$160,000 nor in the term of October 1, 2017 through September 30, 2018. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.31 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Contra Costa Economic Partnership Inc., effective December 1, 2017, to increase the payment limit by \$30,000 to a new payment limit of \$415,000 to provide additional services related to the Career Pathways Trust (CPT) "Earn & Learn East Bay" campaign, with no change to the term of April 1, 2016 through June 30, 2018. (61% Federal, 39% State)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.32 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a purchase order with Reliance Wholesale, Inc., in an amount not to exceed \$175,000 for intravenous and pharmaceutical drugs and supplies to be used at the Contra Costa Regional Medical Center and Health Centers for the period December 1, 2017 through November 30, 2018. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.33 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a purchase order amendment with Aesculap Implant Systems, LLC, to increase the payment limit by \$75,000 to a new payment limit of \$174,000 for surgical instruments and medical products for the Contra Costa Regional Medical Center with no change in the term of February 1, 2016 through January 31, 2019. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.34 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a purchase order amendment with Matheson Tri-Gas, Inc., to increase the payment limit by \$40,000 to a new payment limit of \$139,000 for liquid medical oxygen and other gases and accessories for the Contra Costa Regional Medical Center and Health Centers, with no change in the term of October 15, 2015 through September 14, 2020. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.35 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Stephen D. Weiss, M.D., in an amount not to exceed \$545,000 to provide general surgery services at Contra Costa Regional Medical and Health Centers, for the period January 1 through December 31, 2018. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.36 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Michael Gynn, M.D., in an amount not to exceed \$615,000 to provide general surgery services at Contra Costa Regional Medical and Health Centers, for the period January 1 through December 31, 2018. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.37 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with David Raphael, M.D., in an amount not to exceed \$400,000 to provide general surgery services at Contra Costa Regional Medical and Health Centers for the period January 1 through December 31, 2018. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.38 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Vivian Price, effective November 1, 2017, to increase the payment limit by \$17,250 to a new payment limit of \$151,850 to provide additional augmented residential board and care services for discharged Contra Costa Regional Medical Center patients with no change in the term of April 1, 2017 through March 31, 2018. (100% County Patch Program funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.39 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Software One, Inc., in an amount not to exceed \$4,426,560 and an enterprise agreement for the use and purchase of Microsoft Office products and services for the Health Services Department for the period January 1, 2018 through December 31, 2020. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.40 APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Interim Public Works Director, a purchase order with The Goodyear Tire & Rubber Company, in an amount not to exceed \$185,000 for Goodyear tires, for the period January 1 through December 31, 2018, Countywide. (100% Fleet Internal Service Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.41 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with QlikTech Inc., effective June 30, 2017, to increase the payment limit by \$45,000 to a new payment limit of \$553,000 to provide additional software training and maintenance services to the Health Services Department's Information Systems Unit with no change in the term of June 1, 2016 through May 31, 2018. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 42 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with the East Bay Regional Parks District in the amount of \$78,825 to implement the Housing Related Parks Program projects, for the period September 1, 2017 through August 31, 2018. (100% State grant funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 43 APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the Interim Public Works Director, a purchase order with Jon K. Takata Corp. (dba Restoration Management Company), in an amount not to exceed \$250,000 for water abatement and repair at the Contra Costa Finance Building, 625 Court Street, Martinez. (100% General Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 44 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Ambulnz Health, LLC, in an amount not to exceed \$300,000 to provide non-emergency ambulatory transportation for conserved patients for the period December 1, 2017 through November 30, 2019. (100% County General Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 45 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of Antioch in an amount not to exceed \$167,481 to provide pre-arrest, at-arrest, and post-arrest diversion opportunities for Antioch residents for the Contra Costa Lead Plus Project for the period July 1, 2017 through August 15, 2020. (100% California Board of State and Community Corrections Grant)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 46 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the Regents of the University of California, on behalf of the University of California, San Francisco, effective February 1, 2018, to increase the payment limit by \$50,000 to a new payment limit of \$75,000 for additional endocrinology services at Contra Costa Regional Medical Center, and to extend the term date from January 31, 2018 to January 31, 2020. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 47 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Louro Consulting Services, Inc., in an amount not to exceed \$169,400 to provide consulting services to the Contra Costa Health Plan for committees, member benefits, and member services for the period January 1 through December 31, 2018. (100% Contra Costa Health Plan Enterprise Fund II)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.48 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Desarrollo Familiar, Inc. (dba Familias Unidas) in an amount not to exceed \$281,417 to provide mental health services to Spanish-speaking, mentally ill clients in West County for the period July 1, 2017 through June 30, 2018, with a six-month automatic extension through December 31, 2018 in an amount not to exceed \$140,709. (18% Federal Medi-Cal, 40% Substance Abuse/Mental Health Services Administration Grant, 42% Mental Health Realignment)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

Other Actions

C.49 APPROVE clarification of Board action on September 26, 2017 (C.47), which authorized a contract amendment with Matt Colchico (dba Summit Building Services) regarding custodial services in County owned buildings deemed as remote or requiring night work, to correctly state that the payment limit was increased by \$500,000 rather than \$350,000, to a new payment limit of \$3,500,000, as recommended by the Interim Public Works Director, Countywide. (100% General Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.50 RECEIVE the fiscal year 2016-17 County Service Area P-6 Zone Deployment Annual Report, as recommended by the Sheriff-Coroner. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.51 ADOPT Resolution No. 2017/428 authorizing the destruction of certain records maintained by the Clerk of the Board, as recommended by the Clerk of the Board.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.52 APPROVE clarification of Board action of December 20, 2016 (Item C.80), which authorized the Health Services Director to execute a contract with Unify, Inc., for hardware, software implementation and support for Contra Costa Regional Medical Center and Health Centers, to reflect the correct term period as December 20, 2016 through December 19, 2019. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.53 RECEIVE and ACCEPT the 2017 Annual Report of the Alamo Municipal Advisory Council, as recommended by Supervisor Andersen.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.54 APPROVE the list of providers recommended by Contra Costa Health Plan's Peer Review and Credentialing Committee and 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.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.55 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Pacific Union College, to provide supervised field instruction to nursing students at the County's Public Health Division, for the period January 1, 2018 through December 31, 2020. (Non-financial agreement)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.56 APPROVE the transfer of ownership of Church Lane Apartments in San Pablo from Church Lane - Rubicon Partners, a California Limited partnership, to San Pablo Preservation L.P., a California Limited partnership; Idaho Apartments in El Cerrito from Idaho Apartments Associates, a California Limited partnership, to San Pablo Preservation L.P., a California Limited partnership; and related actions as recommended by the Conservation and Development Director. (100% Federal funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.57 ADOPT Resolution No. 2017/439 accepting as complete the construction contract work performed by Thompson Builders Corp., for the Renovation and Remodeling at Contra Costa Finance Building at 625 Court Street, Martinez Project, as recommended by the Interim Public Works Director. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.58 ACCEPT the Contra Costa County Fish and Wildlife Committee 2017 Annual Report, as recommended by the Fish and Wildlife Committee. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.59 ACCEPT the 2017 Annual Report of the Contra Costa County Advisory Council on Aging, as recommended by the Employment and Human Services Department Director. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.60 ACCEPT the North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee Annual Report for 2017, as recommended by the Conservation and Development Director. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.61 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract containing modified indemnification language with John Muir Health Inc. (dba John Muir Medical Center – Walnut Creek Campus) to designate John Muir Health, Inc. as a Primary Stroke Center for the period January 1, 2018 through December 31, 2020. (Non-financial agreement)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.62 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract containing modified indemnification language with John Muir Health Inc. (dba John Muir Medical Center – Concord Campus) to designate John Muir Health, Inc. as a Primary Stroke Center for the period January 1, 2018 through December 31, 2020. (Non-financial agreement)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 63 ADOPT Resolution No. 2017/448 authorizing the issuance of Multifamily Housing Revenue Bonds in an amount not to exceed \$130,000,000 to finance (i) the acquisition of two parcels in Richmond by Richmond Nevin Associates, one at 344 21st Street, and one at the southwest corner of Nevin Avenue and 23rd Street, and (ii) the construction of a 271-unit rental housing development on the two parcels by Richmond Nevin Associates, as recommended by the Conservation and Development Director. (100% Special Revenue funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

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 72 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.

Applications for personal subscriptions to the weekly Board Agenda may be obtained by calling the Office of the Clerk of the Board, (925) 335-1900. The weekly agenda may also be viewed on the County's Internet Web Page: www.co.contra-costa.ca.us

STANDING COMMITTEES

The **Airport Committee** (Supervisors Karen Mitchoff and Diane Burgis) meets on the fourth Wednesday of the month at 1:30 p.m. at the Director of Airports Office, 550 Sally Ride Drive, Concord.

The **Family and Human Services Committee** (Supervisors John Gioia and Candace Andersen) 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 Federal D. Glover and Candace Andersen) 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 Candace Andersen and Diane Burgis) 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 Diane Burgis and Karen Mitchoff) 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 Federal D. Glover and John Gioia) 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 Diane Burgis and Karen Mitchoff) 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	TBD		See above
Family & Human Services Committee	December 25, 2017 Canceled		See above
Finance Committee	December 25, 2017 Canceled		See above
Hiring Outreach Oversight Committee	TBD		See above
Internal Operations Committee	TBD		See above
Legislation Committee	TBD		See above
Public Protection Committee	TBD		See above
Transportation, Water & Infrastructure Committee	TBD		See above

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, MAY BE LIMITED TO TWO (2) MINUTES

A LUNCH BREAK MAY BE CALLED AT THE DISCRETION OF THE BOARD CHAIR

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 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
CCCFPD (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 (CCCFPD) 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
ECCFPD 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 Syndrome
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
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: John Kopchik, Director, Conservation & Development Department
Date: December 12, 2017

Subject: Bond Sale Resolution - Heritage Point Apartments, North Richmond

RECOMMENDATION(S):

1. ADOPT Resolution No. 2017/442 authorizing the issuance of Multifamily Housing Revenue Bonds in a principal amount not to exceed \$17,000,000 to finance the acquisition and construction of Heritage Point Senior Apartments in North Richmond (the "Development").
2. FIND and DECLARE that the recitals contained in the proposed Resolution are true and correct.
3. AUTHORIZE the issuance of County of Contra Costa Multifamily Housing Revenue Bonds (Heritage Point Senior Apartments), Series 2017C bonds (the "Bonds") in an aggregate principal amount not to exceed \$17,000,000.
4. APPROVE the form of, and authorize the County to execute, the Funding Loan Agreement between the County and Citibank NA. (the "Bank").
5. APPROVE the form of, and authorize the County to execute, the Borrower Loan Agreement among the Bank, the County and Heritage Point A/G L.P. (the "Borrower").
6. APPROVE the form of, and authorize the County to execute, the Regulatory Agreement and Declaration of Restrictive Covenants between the County and Borrower.
7. 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.
8. APPOINT Quint & Thimmig, LLP as bond counsel for the transaction.
9. AUTHORIZE and DIRECT the Designated Officers of the County, as defined in Resolution 2017/442, 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.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: Stephanie Mello, Deputy

Contact: Kara Douglas
925-674-7880

cc:

RECOMMENDATION(S): (CONT'D)

>

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 will be reimbursed through issuer fees established 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 a Resolution by the Board, as the legislative body of the County, authorizing the issuance of Multifamily Housing Revenue Bonds, the proceeds of which will be used to finance the acquisition and construction of Heritage Point Senior Apartments, a 42 unit residential housing development located at the northeast corner of Fred Jackson Way and Chesley Avenue in the unincorporated are of North Richmond.

The ownership entity for the development will be Heritage Point A/G, L.P., a California limited partnership with Community Housing Development Corporation of North Richmond (as the sole member of Heritage Point A/G, LLC) serving as general partner of the Borrower. The ownership entity is an affiliate of Community Housing Development Corporation of North Richmond, a local non-profit housing developer based in North Richmond. Raymond James Tax Credit Funds, Inc. will be the tax credit investor special limited partner.

On March 7, 2017, as required by Section 147(f) of the Internal Revenue Code, a noticed public hearing was held to permit interested parties to comment on the proposed financing and the Development. No comments received from the public. On March 21, 2017, the Board of Supervisors adopted Resolution No. 2017/66 authorizing the submittal of an application by the County for tax-exempt private activity bond authority from the California Debt Limit Allocation Committee, and proceeding with the issuance of the Bonds pursuant to Section 147(f) of the Internal Revenue Code.

On July 19, 2017, the California Debt Limit Allocation Committee adopted its Resolution No. 17-77 allocating \$17,000,000 of the State of California ceiling on private activity bonds for 2017. That authority will be used to issue and sell the Bonds directly to the Bank, with the proceeds of the Bonds to be used to fund a loan by the Bank to the Borrower. In addition to the proceeds of the Bonds, the Development will utilize other forms of financing detailed in Attachment A. The transaction is expected to close on or about December 22, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

Negative action would prevent the County from issuing the Multifamily Housing Revenue Bonds in order to provide a loan to Heritage Point A/G, L.P. to finance the construction of Heritage Point Senior Apartments.

CHILDREN'S IMPACT STATEMENT:

Heritage Point will provide 42 units of affordable housing suitable for families. This supports Goal #3: Families are Economically Self Sufficient.

AGENDA ATTACHMENTS

Resolution No. 2017/442

Plan of Finance

Funding Loan Agreement

Borrower Loan Agreement

Regulatory Agreement

Assignment of Deed of Trust

MINUTES ATTACHMENTS

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

Adopted this Resolution on 12/12/2017 by the following vote:

	John Gioia
	Candace Andersen
AYE:	<input checked="checked" type="checkbox"/> Diane Burgis
	Karen Mitchoff
	Federal D. Glover
NO:	<input type="checkbox"/>
ABSENT:	<input type="checkbox"/>
ABSTAIN:	<input type="checkbox"/>
RECUSE:	<input type="checkbox"/>



Resolution No. 2017/442

RESOLUTION AUTHORIZING THE ISSUANCE OF A MULTIFAMILY HOUSING REVENUE NOTE IN A PRINCIPAL AMOUNT NOT TO EXCEED \$17,000,000 TO FINANCE THE ACQUISITION AND CONSTRUCTION OF A MULTIFAMILY RENTAL HOUSING PROJECT FOR HERITAGE POINT A/G, 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, Heritage Point A/G, L.P., a California limited partnership (the "Borrower") sponsored by Community Housing Development Corporation of North Richmond, has requested that the County issue a multifamily housing revenue note (the "Note") and loan the proceeds of the Note to the Borrower to finance the acquisition and construction by the Borrower of 42 units of residential rental housing to be located at northeast corner of Fred Jackson Way and Chesley Avenue in the unincorporated area of North Richmond to be known as Heritage Point Apartments, and referred to below as the "Development;" and

WHEREAS, on March 6, 2017, the Community Development Bond Program Manager of the County held a public hearing on the proposed issuance of the Note by the County for, and the financing, ownership and operation of, the Development, 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 21, 2017, the Board of Supervisors of the County adopted Resolution No. 2017/66 authorizing the issuance of the Note to finance the Development in satisfaction of public approval requirements of the Code; and

WHEREAS, the California Debt Limit Allocation Committee adopted its Resolution No. 17-77 on July 19, 2017 allocating \$17,000,000 of the State of California ceiling on private activity bonds for 2017 to the County for the purpose of financing the Development; and

WHEREAS, in order to assist in the financing of the Development, the County has determined to issue the Note, as authorized by the Act, and sell the Note to Citibank, N.A. (the "Bank") pursuant to a funding loan agreement (the "Funding Loan Agreement") among the County, U.S. Bank National Association, as Fiscal Agent and the Bank, and to use the proceeds of the sale of the Note to the Bank to make a loan to the Borrower pursuant to a borrower loan agreement (the "Borrower Loan Agreement") between the County and the Borrower, with amounts due from the County to the Bank under the Note and the Funding Loan Agreement to be payable solely from amounts paid by the Borrower under the Borrower Loan Agreement; and

WHEREAS, there have been prepared various documents with respect to the issuance by the County of the Note, 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 Note and the execution and delivery of such documents by the County; and

WHEREAS, 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 Note as contemplated by this Resolution and the documents referred to herein exist, have

happened and 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. Pursuant to the Act and the Funding Loan Agreement, the Note designated as "County of Contra Costa Multifamily Housing Revenue Note (Heritage Point Apartments), Series 2017C" in an aggregate principal amount of not to exceed \$17,000,000, is hereby authorized to be issued. The Note 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 Funding Loan Agreement.

Section 3. The Funding Loan Agreement between the County and the Bank, 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 the Department of Conservation and Development of the County, the Assistant Deputy Director of the Department of Conservation and Development of the County and the Community Development Bond Program Manager (collectively, the "Designated Officers") is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Funding Loan Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Funding Loan Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 9 hereof, provided that no additions or changes shall authorize an aggregate principal amount of the Note in excess of the amount set forth in Section 2 above), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Funding Loan Agreement 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 Note shall be as provided in the Funding Loan Agreement as finally executed.

Section 4. The Borrower Loan Agreement between 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 is hereby authorized to execute and deliver the Borrower Loan Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Borrower Loan Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 9 hereof), the approval of such changes to be conclusively evidenced by the execution and delivery of the Borrower Loan Agreement by the County.

Section 5. The regulatory agreement and declaration of restrictive covenants, between the County and the Borrower (the "Regulatory Agreement"), in the form on file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Regulatory Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Regulatory Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 9 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Regulatory Agreement by the County.

Section 6. 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, 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 9 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Assignment by the County.

Section 7. The Note, when executed, shall be delivered to the Bank (as the purchaser of the Note), 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 Note to the Bank upon the funding by the Bank of the initial advance of the purchase price of the Note as described in Section 2.1(b) of the Funding Loan Agreement.

Section 8. The law firm of Quint & Thimmig LLP is hereby designated as Bond Counsel to the County for the Note. The fees and expenses of such firm for matters related to the Note shall be payable solely from the proceeds of the Note or contributions by the Borrower.

Section 9. All actions heretofore taken by the officers and agents of the County with respect to the issuance of the Note 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 consummate the lawful issuance and delivery of the Note in accordance with this Resolution, including but not limited to any certificates, agreements and other documents described in the Funding Loan Agreement, the Borrower Loan Agreement, the Regulatory Agreement or the Assignment, or otherwise necessary to issue the Note and consummate the transactions contemplated by the documents approved by this Resolution.

Section 10. 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: December 12, 2017

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

Contact: Kara Douglas 925-674-7880

By: Stephanie Mello, Deputy

cc:

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: ☒ 5 **John Gioia**
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2017/442

RESOLUTION AUTHORIZING THE ISSUANCE OF A MULTIFAMILY HOUSING REVENUE NOTE IN A PRINCIPAL AMOUNT NOT TO EXCEED \$17,000,000 TO FINANCE THE ACQUISITION AND CONSTRUCTION OF A MULTIFAMILY RENTAL HOUSING PROJECT FOR HERITAGE POINT A/G, 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, Heritage Point A/G, L.P., a California limited partnership (the "Borrower") sponsored by Community Housing Development Corporation of North Richmond, has requested that the County issue a multifamily housing revenue note (the "Note") and loan the proceeds of the Note to the Borrower to finance the acquisition and construction by the Borrower of 42 units of residential rental housing to be located at northeast corner of Fred Jackson Way and Chesley Avenue in the unincorporated area of North Richmond to be known as Heritage Point Apartments, and referred to below as the "Development;" and

WHEREAS, on March 6, 2017, the Community Development Bond Program Manager of the County held a public hearing on the proposed issuance of the Note by the County for, and the financing, ownership and operation of, the Development, 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 21, 2017, the Board of Supervisors of the County adopted Resolution No. 2017/66 authorizing the issuance of the Note to finance the Development in satisfaction of public approval requirements of the Code; and

WHEREAS, the California Debt Limit Allocation Committee adopted its Resolution No. 17-77 on July 19, 2017 allocating \$17,000,000 of the State of California ceiling on private activity bonds for 2017 to the County for the purpose of financing the Development; and

WHEREAS, in order to assist in the financing of the Development, the County has determined to issue the Note, as authorized by the Act, and sell the Note to Citibank, N.A. (the "Bank") pursuant to a funding loan agreement (the "Funding Loan Agreement") among the County, U.S. Bank National Association, as Fiscal Agent and the Bank, and to use the proceeds of the sale of the Note to the Bank to make a loan to the Borrower pursuant to a borrower loan agreement (the "Borrower Loan Agreement") between the County and the Borrower, with amounts due from the County to the Bank under the Note and the Funding Loan Agreement to be payable solely from amounts paid by the Borrower under the Borrower Loan Agreement; and

WHEREAS, there have been prepared various documents with respect to the issuance by the County of the Note, 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 Note and the execution and delivery of such documents by the County; and

WHEREAS, 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 Note as contemplated by this Resolution and the documents referred to herein exist, have

happened and 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. Pursuant to the Act and the Funding Loan Agreement, the Note designated as "County of Contra Costa Multifamily Housing Revenue Note (Heritage Point Apartments), Series 2017C" in an aggregate principal amount of not to exceed \$17,000,000, is hereby authorized to be issued. The Note 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 Funding Loan Agreement.

Section 3. The Funding Loan Agreement between the County and the Bank, 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 the Department of Conservation and Development of the County, the Assistant Deputy Director of the Department of Conservation and Development of the County and the Community Development Bond Program Manager (collectively, the "Designated Officers") is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Funding Loan Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Funding Loan Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 9 hereof, provided that no additions or changes shall authorize an aggregate principal amount of the Note in excess of the amount set forth in Section 2 above), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Funding Loan Agreement 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 Note shall be as provided in the Funding Loan Agreement as finally executed.

Section 4. The Borrower Loan Agreement between 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 is hereby authorized to execute and deliver the Borrower Loan Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Borrower Loan Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 9 hereof), the approval of such changes to be conclusively evidenced by the execution and delivery of the Borrower Loan Agreement by the County.

Section 5. The regulatory agreement and declaration of restrictive covenants, between the County and the Borrower (the "Regulatory Agreement"), in the form on file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Regulatory Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Regulatory Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 9 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Regulatory Agreement by the County.

Section 6. 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, 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 9 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Assignment by the County.

Section 7. The Note, when executed, shall be delivered to the Bank (as the purchaser of the Note), 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 Note to the Bank upon the funding by the Bank of the initial advance of the purchase price of the Note as described in Section 2.1(b) of the Funding Loan Agreement.

Section 8. The law firm of Quint & Thimmig LLP is hereby designated as Bond Counsel to the County for the Note. The fees and expenses of such firm for matters related to the Note shall be payable solely from the proceeds of the Note or contributions by the Borrower.

Section 9. All actions heretofore taken by the officers and agents of the County with respect to the issuance of the Note 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 consummate the lawful issuance and delivery of the Note in accordance with this Resolution, including but not limited to any certificates, agreements and other documents described in the Funding Loan Agreement, the Borrower Loan Agreement, the Regulatory Agreement or the Assignment, or otherwise necessary to issue the Note and consummate the transactions contemplated by the documents approved by this Resolution.

Section 10. This Resolution shall take effect upon its adoption.

Contact: Kara Douglas 925-674-7880

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: December 12, 2017

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

Stephanie Mello
By: Stephanie Mello, Deputy



cc:

Attachment A
Heritage Point Apartments
Multifamily Housing Revenue Bond
Plan of Finance*

	<u>Construction</u>	<u>Permanent</u>
Tax Exempt Bond	\$ 17,000,000	\$ 7,633,000
4% Low Income Housing Tax Credits		10,217,876
County CDBG	2,900,000	2,900,000
Housing Successor Agency	3,056,584	3,056,584
Livable Communities Trust	1,432,830	1,432,830
Sponsor Loan	1,148,221	1,148,221
Deferred Developer Fee & GP Equity	813,000	813,000
Total	\$ 26,350,635	\$ 27,201,511

** The amounts will be refined during the transaction closing.*

FUNDING LOAN AGREEMENT

among

**CITIBANK, N.A.,
as Funding Lender**

and

**COUNTY OF CONTRA COSTA, CALIFORNIA,
as Governmental Lender**

and

**U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent**

dated as of December 1, 2017

relating to:

\$_____
County of Contra Costa, California
Multifamily Housing Revenue Note
(Heritage Point Apartments), Series 2017C

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FUNDING LOAN AGREEMENT

This Funding Loan Agreement, dated as of December 1, 2017 (this "**Funding Loan Agreement**"), is entered into by CITIBANK, N.A., (together with any successor hereunder, the "**Funding Lender**"), the COUNTY OF CONTRA COSTA, CALIFORNIA, a political subdivision and body corporate and politic, organized and existing under the laws of the State of California (together with its successors and assigns, the "**Governmental Lender**") and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as fiscal agent (together with its successors and assigns, the "**Fiscal Agent**").

RECITALS:

WHEREAS, the Governmental Lender is a political subdivision and body, corporate and politic, duly organized and validly existing under the laws of the State of California; and

WHEREAS, the Governmental Lender is empowered pursuant to Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code (the "**Act**") to: (a) make loans to provide financing for residential rental developments located within the jurisdiction of the Governmental Lender and intended to be occupied in part by persons of low and moderate income; (b) incur indebtedness for the purpose of obtaining moneys to make such loans and provide such financing, to establish any required reserve funds and to pay administrative costs and other costs incurred in connection with the incurrence of such indebtedness of the Governmental Lender; and (c) pledge all or any part of the revenues, receipts or resources of the Governmental Lender, including the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Governmental Lender in order to secure the payment of the principal of, prepayment premium, if any, on and interest on such indebtedness of the Governmental Lender; and

WHEREAS, Heritage Point A/G, L.P., a California limited partnership (the "**Borrower**"), has requested that the Governmental Lender enter into this Funding Loan Agreement under which the Funding Lender will (i) advance funds (the "**Funding Loan**") to or for the account of the Governmental Lender, and (ii) apply the proceeds of the Funding Loan to make a loan (the "**Borrower Loan**") to the Borrower to finance the acquisition and construction of a 42-unit multifamily rental housing development to be located at northeast corner of Fred Jackson Way and Chesley Avenue in the unincorporated area of the County of Contra Costa, California, and to be known as Heritage Point Apartments; and

WHEREAS, simultaneously with the delivery of this Funding Loan Agreement, the Governmental Lender and the Borrower will enter into a Borrower Loan Agreement of even date herewith (as it may be supplemented or amended, the "**Borrower Loan Agreement**"), whereby the Borrower agrees to make loan payments to the Governmental Lender in an amount that, when added to other funds available under this Funding Loan Agreement, will be sufficient to enable the Governmental Lender to repay the Funding Loan and to pay all costs and expenses related thereto when due; and

WHEREAS, to evidence its payment obligations under the Borrower Loan Agreement, the Borrower will execute and deliver to the Governmental Lender its Multifamily Note dated the Closing Date (the "**Borrower Note**") and the obligations of the Borrower under the Borrower Note will be secured by a lien on and security interest in the Project (as defined herein) pursuant to a Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture

Filing (California) of even date herewith (the "**Security Instrument**"), made by the Borrower in favor of the Governmental Lender, as assigned to the Funding Lender to secure the performance by the Governmental Lender of its obligations under the Funding Loan; and

WHEREAS, the Governmental Lender has executed and delivered to the Funding Lender its Multifamily Housing Revenue Note (Heritage Point Apartments), Series 2017C, dated the Closing Date (the "**Governmental Lender Note**") evidencing its obligation to make the payments due to the Funding Lender under the Funding Loan as provided in this Funding Loan Agreement, all things necessary to make the Funding Loan Agreement the valid, binding and legal limited obligation of the Governmental Lender, have been done and performed and the execution and delivery of this Funding Loan Agreement and the execution and delivery of the Governmental Lender Note, subject to the terms hereof, have in all respects been duly authorized.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS; PRINCIPLES OF CONSTRUCTION

Section 1.1. Definitions. For all purposes of this Funding Loan Agreement, except as otherwise expressly provided or unless the context otherwise clearly requires:

(a) Unless specifically defined herein, all capitalized terms shall have the meanings ascribed thereto in the Borrower Loan Agreement.

(b) The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Funding Loan Agreement as a whole and not to any particular Article, Section or other subdivision. The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants."

(c) All references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well. Singular terms shall include the plural as well as the singular, and vice versa.

(d) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with the Approved Accounting Method. All references herein to "Approved Accounting Method" refer to such principles as they exist at the date of application thereof.

(e) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

(f) All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(g) References to the Governmental Lender Note as "tax-exempt" or to the "tax-exempt status" of the Governmental Lender Note are to the exclusion of interest on the Governmental Lender Note (other than any portion of the Governmental Lender Note held by a "substantial user" of the Project or a "related person" within the meaning of Section 147 of the Code) from gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

(h) The following terms have the meanings set forth below:

"Act" means Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code.

"Additional Borrower Payments" shall have the meaning given such term in the Borrower Loan Agreement.

"Affiliate" means, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person.

"Approved Transferee" means (a) a "qualified institutional buyer" ("QIB") as defined in Rule 144A promulgated under the Securities Act as in effect on the Closing Date that is a financial institution or commercial bank having capital and surplus of \$5,000,000,000 or more, (b) an affiliate of the Funding Lender, or (c) a trust or custodial arrangement established by the Funding Lender or one of its affiliates the beneficial interests in which will be owned only by QIBs.

"Authorized Amount" means \$_____, the maximum principal amount of the Funding Loan under this Funding Loan Agreement.

"Authorized Governmental Lender Representative" shall mean the Governmental Lender's Chair, Vice Chair, County Administrator, Director of the Department of Conservation and Development, Assistant Deputy Director of the Department of Conservation and Development or Community Development Bond Program Manager, and/or person or persons designated to act on behalf of the Governmental Lender by a written certificate furnished to the Borrower, Funding Lender and Servicer, if any, containing the specimen signatures of such person or persons and signed on behalf of the Governmental Lender by an Authorized Governmental Lender Representative. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Governmental Lender Representative

"Borrower" means Heritage Point A/G, L.P., a California limited partnership.

"Borrower Loan" shall mean the mortgage loan made by the Governmental Lender to the Borrower pursuant to the Borrower Loan Agreement in the aggregate principal amount of the Borrower Loan Amount, as evidenced by the Borrower Note.

"Borrower Loan Agreement" shall mean the Borrower Loan Agreement, of even date herewith, between the Governmental Lender and the Borrower, as supplemented, amended or replaced from time to time in accordance with its terms.

"Borrower Loan Agreement Default" shall mean any event of default set forth in 8.1 of the Borrower Loan Agreement. A Borrower Loan Agreement Default shall "exist" if a Borrower Loan Agreement Default shall have occurred and be continuing beyond any applicable cure period.

"Borrower Loan Amount" shall mean \$_____, the maximum principal amount of the Borrower Loan under the Borrower Loan Agreement.

"Borrower Loan Documents" shall have the meaning given such term in the Borrower Loan Agreement.

"Borrower Note" shall mean the "Borrower Note" as defined in the Borrower Loan Agreement.

"Business Day" shall mean any day other than (i) a Saturday or a Sunday, or (ii) a day on which federally insured depository institutions in New York, New York are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

"Closing Date" shall mean December __, 2017, the date that initial Funding Loan proceeds are disbursed hereunder.

“Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Conversion” has the meaning given to such term in the Borrower Loan Agreement.

“Conversion Date” shall have the meaning given such term in the Construction Funding Agreement.

“Construction Funding Agreement” means that certain Construction Funding Agreement of even date herewith, between the Funding Lender, as agent for the Governmental Lender, and Borrower, pursuant to which the Borrower Loan will be advanced by the Funding Lender (or the Servicer on its behalf), as agent of the Governmental Lender, to the Borrower and setting forth certain provisions relating to disbursement of the Borrower Loan during construction of the Project, insurance and other matters, as such agreement may be amended, modified, supplemented and replaced from time to time.

“Control” shall mean, with respect to any Person, either (a) ownership directly or through other entities of more than 50% of all beneficial equity interest in such Person, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise.

“Default” shall mean the occurrence of an event, which, under any Funding Loan Document, would, but for the giving of notice or passage of time, or both, be an event of default under the applicable Funding Loan Document or a Borrower Loan Agreement Default.

“Draw-Down Notice” shall mean a notice described in Section 1.01 of the Contingency Draw-Down Agreement regarding the conversion of the Funding Loan from a draw down loan to a fully funded loan.

“Equity Investor” shall mean Raymond James California Housing Opportunities Fund VI L.L.C., a Florida limited liability company, and its affiliates, successors and assigns.

“Event of Default” shall have the meaning ascribed thereto in Section 9.1 hereof.

“Fair Market Value” shall mean 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 Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (d) any commingled investment fund in which the City and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment. To the extent required by the Regulations, the term “investment” will include a hedge.

"Fiscal Agent" shall mean U.S. Bank National Association, which entity is appointed pursuant to Section 11.1 to serve as Fiscal Agent under this Funding Loan Agreement, and any successor thereto pursuant to Section 11.10.

"Fiscal Agent's Fees" shall mean the annual administration fee for the Fiscal Agent's ordinary fees and expenses in rendering its services under this Funding Loan Agreement during each twelve month period, which fee is equal to (and shall not exceed) \$_____ and shall be payable annually in advance on the Closing Date and each December 1 thereafter.

"Fitch" shall mean Fitch, Inc.

"Funding Lender" shall mean Citibank N.A., a national banking association, and any successor under this Funding Loan Agreement and the Borrower Loan Documents.

"Funding Loan Agreement" shall mean this Funding Loan Agreement, by and among the Funding Lender, the Governmental Lender and the Fiscal Agent, as it may from time to time be supplemented, modified or amended by one or more indentures or other instruments supplemental thereto entered into pursuant to the applicable provisions thereof.

"Funding Loan Documents" shall mean (a) this Funding Loan Agreement, (b) the Borrower Loan Agreement, (c) the Regulatory Agreement, (d) the Tax Certificate, (e) the Borrower Loan Documents, (f) all other documents evidencing, securing, governing or otherwise pertaining to the Funding Loan, and (g) all amendments, modifications, renewals and substitutions of any of the foregoing.

"Government Obligations" shall mean noncallable, nonprepayable (a) direct, general obligations of the United States of America, or (b) any obligations unconditionally guaranteed as to the full and timely payment of all amounts due thereunder by the full faith and credit of the United States of America (including obligations held in book entry form), but specifically excluding any mutual funds or unit investment trusts invested in such obligations.

"Governmental Lender" shall mean the County of Contra Costa, California.

"Governmental Lender Note" shall mean the Governmental Lender Note described in the recitals of this Funding Loan Agreement.

"Highest Rating Category" shall mean, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody's in the highest rating category given by that rating agency for that general category of security. By way of example, the Highest Rating Category for tax-exempt municipal debt established by S&P is "A1+" for debt with a term of one year or less and "AAA" for a term greater than one year, with corresponding ratings by Moody's of "MIG1" (for fixed rate) or "VMIG1" (for variable rate) for three months or less and "Aaa" for greater than three months. If at any time (a) both S&P and Moody's rate a Permitted Investment and (b) one of those ratings is below the Highest Rating Category, then such Permitted Investment will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency. For example, a Permitted Investment rated "AAA" by S&P and "Aa3" by Moody's is rated in the Highest Rating Category. If, however, the lower rating is more than one full rating category below the Highest Rating Category of that rating agency, then the Permitted Investment will be deemed to be rated below the Highest Rating Category. For example, a Permitted Investment rated "AAA" by S&P and "A1" by Moody's is not rated in the Highest Rating Category.

“Maturity Date” shall mean _____ 1, ____.

“Maximum Rate” shall mean the lesser of (a) 12% per annum, and (b) the maximum interest rate that may be paid on the Funding Loan under State law.

“Minimum Beneficial Ownership Amount” shall mean an amount no less than fifteen percent (15%) of the outstanding principal amount of the Funding Loan.

“Moody’s” shall mean Moody’s Investors Service, Inc., or its successor.

“Noteowner” or “owner of the Governmental Lender Note” means the owner, or as applicable, collectively the owners, of the Governmental Lender Note as shown on the registration books maintained by the Funding Lender pursuant to Section 2.4(e).

“Negative Arbitrage Deposit” has the meaning set forth in the Contingency Draw-Down Agreement.

“Ongoing Governmental Lender Fee” shall mean the Governmental Lender Annual Fee (as that term is defined in the Regulatory Agreement) that is payable after the Closing Date.

“Opinion of Counsel” shall mean a written opinion from an attorney or firm of attorneys, acceptable to the Funding Lender and the Governmental Lender with experience in the matters to be covered in the opinion; provided that whenever an Opinion of Counsel is required to address the exclusion of interest on the Governmental Lender Note from gross income for purposes of federal income taxation, such opinion shall be provided by Tax Counsel.

“Permitted Investments” shall mean, to the extent authorized by law for investment of any moneys held under this Funding Loan Agreement, but only to the extent that the same are acquired at Fair Market Value:

- (a) Government Obligations.
- (b) Direct obligations of, and obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by, any agency or instrumentality of the United States of America (other than the Federal Home Loan Mortgage Corporation) or direct obligations of the World Bank, which obligations are rated in the Highest Rating Category.
- (c) Obligations, in each case rated in the Highest Rating Category, of (i) any state or territory of the United States of America, (ii) any agency, instrumentality, authority or political subdivision of a state or territory or (iii) any public benefit or municipal corporation the principal of and interest on which are guaranteed by such state or political subdivision.
- (d) Any written repurchase agreement entered into with a Qualified Financial Institution whose unsecured short-term obligations are rated in the Highest Rating Category.
- (e) Commercial paper rated in the Highest Rating Category.
- (f) Interest bearing negotiable certificates of deposit, interest bearing time deposits, interest bearing savings accounts and bankers’ acceptances, issued by a

Qualified Financial Institution if either (i) the Qualified Financial Institution's unsecured short term obligations are rated in the Highest Rating Category or (ii) such deposits, accounts or acceptances are fully collateralized by investments described in clauses (a) or (b) of this definition or fully insured by the Federal Deposit Insurance Corporation.

(g) An agreement held by the Fiscal Agent for the investment of moneys at a guaranteed rate with a Qualified Financial Institution whose unsecured long term obligations are rated in the Highest Rating Category or the Second Highest Rating Category, or whose obligations are unconditionally guaranteed or insured by a Qualified Financial Institution whose unsecured long term obligations are rated in the Highest Rating Category or Second Highest Rating Category; provided that such agreement is in a form acceptable to the Funding Lender and the Fiscal Agent; and provided further that such agreement includes the following restrictions:

(1) the invested funds will be available for withdrawal without penalty or premium, at any time that the Funding Lender is required to pay moneys from the Fund(s) established under this Funding Loan Agreement to which the agreement is applicable;

(2) the agreement, and if applicable the guarantee or insurance, is an unconditional and general obligation of the provider and, if applicable, the guarantor or insurer of the agreement, and ranks *pari passu* with all other unsecured unsubordinated obligations of the provider, and if applicable, the guarantor or insurer of the agreement;

(3) the Funding Lender and the Fiscal Agent receive an Opinion of Counsel, which may be subject to customary qualifications, that such agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and, if applicable, an Opinion of Counsel that any guaranty or insurance policy provided by a guarantor or insurer is legal, valid, binding and enforceable upon the guarantor or insurer in accordance with its terms; and

(4) the agreement provides that if during its term the rating of the Qualified Financial Institution providing, guaranteeing or insuring, as applicable, the agreement, is withdrawn, suspended by any Rating Agency or falls below the Second Highest Rating Category, the provider must, within ten days, either: (A) collateralize the agreement (if the agreement is not already collateralized) with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Fiscal Agent or a third party custodian, such collateralization to be effected in a manner and in an amount reasonably satisfactory to the Funding Lender, or, if the agreement is already collateralized, increase the collateral with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Fiscal Agent or a third party custodian, in an amount reasonably satisfactory to the Funding Lender, (B) at the request of the Funding Lender, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium unless required by law or (C) transfer the agreement, guarantee or insurance, as applicable, to a replacement provider, guarantor or insurer, as applicable, then meeting the requirements of a Qualified Financial Institution and whose unsecured long term obligations are then rated in the Highest Rating Category or the Second Highest Rating Category. The agreement may provide that the down graded provider may elect which of the remedies to the down grade (other than the remedy set out in (B)) to perform.

Notwithstanding anything else in this paragraph (g) to the contrary and with respect only to any agreement described in this paragraph (g) or any guarantee or insurance for any such agreement which is to be in effect for any period after the Conversion Date, any reference in this paragraph to the "Second Highest Rating Category" will be deemed deleted so that the only acceptable rating category for such an agreement, guarantee or insurance will be the Highest Rating Category.

(h) Subject to the ratings requirements set forth in this definition, shares in any money market mutual fund (including those of the Funding Lender or the Fiscal Agent or any of their respective affiliates) registered under the Investment Company Act of 1940, as amended, that have been rated "AAAm G" or "AAAm" by S&P or "Aaa" by Moody's so long as the portfolio of such money market mutual fund is limited to Government Obligations and agreements to repurchase Government Obligations. If approved in writing by the Funding Lender, a money market mutual fund portfolio may also contain obligations and agreements to repurchase obligations described in paragraphs (b) or (c). The money market mutual fund must be rated "AAAm G" or "AAAm" by S&P, or "Aaa" by Moody's. If at any time (i) both S&P and Moody's rate a money market mutual fund and (ii) one of those ratings is below the level required by this paragraph, then such money market mutual fund will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that Rating Agency.

(i) Any other investment authorized by the laws of the State, if such investment is approved in writing by the Funding Lender.

Permitted Investments shall not include any of the following:

(1) Except for any investment described in the next sentence, any investment with a final maturity or any agreement with a term greater than one year from the date of the investment. This exception (1) shall not apply to Permitted Investments listed in paragraphs (g) and (i).

(2) Except for any obligation described in paragraph (a) or (b), any obligation with a purchase price greater or less than the par value of such obligation.

(3) Any asset backed security, including mortgage backed securities, real estate mortgage investment conduits, collateralized mortgage obligations, credit card receivable asset backed securities and auto loan asset backed securities.

(4) Any interest only or principal only stripped security.

(5) Any obligation bearing interest at an inverse floating rate.

(6) Any investment which may be prepaid or called at a price less than its purchase price prior to stated maturity.

(7) Any investment the interest rate on which is variable and is established other than by reference to a single index plus a fixed spread, if any, and which interest rate moves proportionately with that index.

(8) Any investment described in paragraph (d) or (g) with, or guaranteed or insured by, a Qualified Financial Institution described in clause (iv) of the definition of

Qualified Financial Institution if such institution does not agree to submit to jurisdiction, venue and service of process in the United States of America in the agreement relating to the investment.

(9) Any investment to which S&P has added an “r” or “t” highlighter.

“**Person**” shall mean any individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

“**Pledged Revenues**” shall mean the amounts pledged under this Funding Loan Agreement to the payment of the principal of, prepayment premium, if any, and interest on the Funding Loan and the Governmental Lender Note, consisting of the following: (i) all income, revenues, proceeds and other amounts to which the Governmental Lender is entitled (other than amounts received by the Governmental Lender with respect to the Unassigned Rights) derived from or in connection with the Project and the Funding Loan Documents, including all Borrower Loan Payments due under the Borrower Loan Agreement and the Borrower Note, payments with respect to the Borrower Loan Payments and all amounts obtained through the exercise of the remedies provided in the Funding Loan Documents and all receipts credited under the provisions of this Funding Loan Agreement against said amounts payable, and (ii) moneys held in the funds and accounts established under this Funding Loan Agreement, together with investment earnings thereon.

“**Prepayment Premium**” shall mean (i) any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of the Borrower Note (including any Prepayment Premium as set forth in the Borrower Note) and (ii) any premium payable on the Governmental Lender Note pursuant to this Funding Loan Agreement.

“**Project**” shall have the meaning given to that term in the Borrower Loan Agreement.

“**Qualified Financial Institution**” shall mean any (i) bank or trust company organized under the laws of any state of the United States of America, (ii) national banking association, (iii) savings bank, savings and loan association, or insurance company or association chartered or organized under the laws of any state of the United States of America, (iv) federal branch or agency pursuant to the International Banking Act of 1978 or any successor provisions of law or a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, (v) government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, (vi) securities dealer approved in writing by the Funding Lender the liquidation of which is subject to the Securities Investors Protection Corporation or other similar corporation and (vii) other entity which is acceptable to the Funding Lender. With respect to an entity which provides an agreement held by the Funding Lender for the investment of moneys at a guaranteed rate as set out in paragraph (g) of the definition of the term “Permitted Investments” or an entity which guarantees or insures, as applicable, the agreement, a “Qualified Financial Institution” may also be a corporation or limited liability company organized under the laws of any state of the United States of America.

“**Rating Agency**” shall mean any one and each of S&P, Moody’s and Fitch then rating the Permitted Investments, or any other nationally recognized statistical rating agency then rating the Permitted Investments which has been approved by the Funding Lender.

“Regulations” shall mean with respect to the Code, the relevant U.S. Treasury regulations and proposed regulations thereunder or any relevant successor provision to such regulations and proposed regulations.

“Regulatory Agreement” shall mean the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of the date hereof, by and between the Governmental Lender and the Borrower, as in effect on the Closing Date and as it may thereafter be amended or modified in accordance with its terms.

“Remaining Funding Loan Proceeds Account” has the meaning set forth in the Contingency Draw-Down Agreement.

“Remaining Funding Loan Proceeds Account Earnings Subaccount” has the meaning set forth in the Contingency Draw-Down Agreement.

“Required Transferee Representations” shall mean the representations in substantially the form attached to this Funding Loan Agreement as Exhibit B.

“Resolution” shall mean the resolution of the Governmental Lender authorizing the Funding Loan and the execution and delivery of the Funding Loan Documents to which the Governmental Lender is a party.

“Second Highest Rating Category” shall mean, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody’s in the second highest rating category given by that rating agency for that general category of security. By way of example, the Second Highest Rating Category for tax-exempt municipal debt established by S&P is “AA” for a term greater than one year, with corresponding ratings by Moody’s of “Aa.” If at any time (a) both S&P and Moody’s rate a Permitted Investment and (b) one of those ratings is below the Second Highest Rating Category, then such Permitted Investment will not be deemed to be rated in the Second Highest Rating Category. For example, an Investment rated “AA” by S&P and “A” by Moody’s is not rated in the Second Highest Rating Category.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Security” shall mean the security for the performance by the Governmental Lender of its obligations under the Governmental Lender Note and this Funding Loan Agreement, as more fully set forth in Article IV hereof.

“Security Instrument” shall mean the Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (California) (as amended, restated and/or supplemented from time to time) of even date herewith, made by the Borrower in favor of the Governmental Lender, as assigned to the Funding Lender to secure the performance by the Governmental Lender of its obligations under the Funding Loan.

“Servicer” shall mean any Servicer appointed by the Funding Lender to perform certain servicing functions with respect to the Funding Loan and on the Borrower Loan pursuant to a separate servicing agreement to be entered into between the Funding Lender and the Servicer. Initially the Servicer shall be the Funding Lender pursuant to this Funding Loan Agreement.

“Servicing Agreement” shall mean any servicing agreement entered into between the Funding Lender and a Servicer with respect to the servicing of the Funding Loan and/or the Borrower Loan.

"S&P" shall mean S&P Global Ratings, a Standard & Poor's Financial Services LLC business, and its successors.

"State" shall mean the State of California.

"Tax Certificate" shall mean the Certificate as to Arbitrage, dated the Closing Date, executed and delivered by the Governmental Lender and the Borrower, together with the Certificate Regarding Use of Proceeds, dated the Closing Date, executed and delivered by the Borrower.

"Tax Counsel" shall mean (a) Quint & Thimmig LLP, or (b) any other attorney or firm of attorneys designated by the Governmental Lender and approved by the Funding Lender having a national reputation for skill in connection with the authorization and issuance of municipal obligations under Sections 103 and 141 through 150 (or any successor provisions) of the Code.

"Tax Counsel Approving Opinion" shall mean an opinion of Tax Counsel substantially to the effect that the Governmental Lender Note constitutes a valid and binding obligation of the Governmental Lender and that, under existing statutes, regulations published rulings and judicial decisions, the interest on the Governmental Lender Note is excludable from gross income for federal income tax purposes (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

"Tax Counsel No Adverse Effect Opinion" shall mean an opinion of Tax Counsel to the effect that the taking of the action specified therein will not impair the exclusion of interest on the Governmental Lender Note from gross income for purposes of federal income taxation (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

"UCC" shall mean the Uniform Commercial Code as in effect in the State.

"Unassigned Rights" shall mean the Governmental Lender's rights to (a) reimbursement and payment of its fees, costs and expenses and the Rebate Amount under Section 2.5 of the Borrower Loan Agreement and Section 7(d) of the Regulatory Agreement, (b) access to the Project under Section 5.17 of the Borrower Loan Agreement, (c) indemnification under Section 5.15 of the Borrower Loan Agreement and Section 9 of the Regulatory Agreement, (d) attorneys' fees under Sections 5.11, 5.14 and 10.15 of the Borrower Loan Agreement, (e) receive notices, reports and other statements and its rights to consent to certain matters, including but not limited to its right to consent to amendments to this Funding Loan Agreement, the Borrower Loan Agreement and the Regulatory Agreement, and otherwise as provided in this Funding Loan Agreement and the Borrower Loan Agreement, (f) seek specific performance by the Borrower of its obligations under the Regulatory Agreement, and (g) seek specific performance of, and enforce, various tax covenants as described in Section 2.2(b)(i) of the Borrower Loan Agreement, including but not limited to those in Sections 5.34 and 5.35 of the Borrower Loan Agreement.

"Written Certificate," "Written Certification," "Written Consent," "Written Direction," "Written Notice," "Written Order," "Written Registration," "Written Request," and **"Written Requisition"** shall mean a written certificate, direction, notice, order or requisition signed by an Authorized Borrower Representative, an Authorized Governmental Lender Representative or an authorized representative of the Funding Lender and delivered to the Funding Lender, the Servicer or such other Person as required under the Funding Loan Documents.

“Yield” shall mean yield as defined in Section 148(h) of the Code and any regulations promulgated thereunder.

Section 1.2. Effect of Headings and Table of Contents. The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.3. Date of Funding Loan Agreement. The date of this Funding Loan Agreement is intended as and for a date for the convenient identification of this Funding Loan Agreement and is not intended to indicate that this Funding Loan Agreement was executed and delivered on said date.

Section 1.4. Designation of Time for Performance. Except as otherwise expressly provided herein, any reference in this Funding Loan Agreement to the time of day shall mean the time of day in the city where the Funding Lender maintains its place of business for the performance of its obligations under this Funding Loan Agreement.

Section 1.5. Interpretation. The parties hereto acknowledge that each of them and their respective counsel have participated in the drafting and revision of this Funding Loan Agreement. Accordingly, the parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Funding Loan Agreement or any amendment or supplement or exhibit hereto.

ARTICLE II

TERMS; GOVERNMENTAL LENDER NOTE

Section 2.1. Terms.

(a) **Principal Amount.** The total principal amount of the Funding Loan is hereby expressly limited to the Authorized Amount.

(b) **Funding.** The proceeds of the Funding Loan shall be advanced by the Funding Lender to the Fiscal Agent for deposit by the Fiscal Agent to the Project Fund for the account of the Governmental Lender in accordance with the disbursement provisions of the Borrower Loan Agreement and the Construction Funding Agreement. Upon the advance of principal of the Borrower Loan under the Borrower Loan Agreement and the Construction Funding Agreement, a like amount of the Funding Loan shall be deemed concurrently and simultaneously advanced under this Funding Loan Agreement.

(c) **Origination Date; Maturity.** The Funding Loan shall be originated on the Closing Date and shall mature on the Maturity Date at which time the entire principal amount of the Funding Loan, to the extent not previously paid, and all accrued and unpaid interest, shall be due and payable.

(d) **Principal.** The outstanding principal amount of the Governmental Lender Note and of the Funding Loan as of any given date shall be the total amount advanced to the Fiscal Agent by the Funding Lender to or for the account of the Governmental Lender to fund the corresponding advance under the Borrower Loan Agreement and the Construction Funding Agreement as proceeds of the Borrower Loan, less any payments of principal of the Governmental Lender Note previously received upon payment of corresponding principal amounts under the Borrower Note, including regularly scheduled principal payments and

voluntary and mandatory prepayments. The principal amount of the Governmental Lender Note and interest thereon shall be payable on the basis specified in this paragraph (d) and in paragraphs (e) and (f) of this Section 2.1.

The Fiscal Agent shall keep a record of all principal advances and principal repayments made under the Governmental Lender Note and shall upon written request provide the Governmental Lender with a statement of the outstanding principal balance of the Governmental Lender Note and the Funding Loan.

(e) **Interest.** Interest shall be paid on the outstanding principal amount of the Governmental Lender Note at the rate or rates set forth in the Borrower Note and otherwise as set forth in the Borrower Loan Agreement; provided, however, that in no event shall interest paid on the Governmental Lender Note exceed the Maximum Rate.

(f) **Corresponding Payments.** The payment or prepayment of principal, interest and premium, if any, due on the Funding Loan and the Governmental Lender Note shall be identical with and shall be made on the same dates, terms and conditions, as the principal, interest, premiums, late payment fees and other amounts due on the Borrower Note. Any payment or prepayment made by the Borrower of principal, interest, and Prepayment Premium, if any, due on the Borrower Note shall be deemed to be like payments or prepayments of principal, interest and Prepayment Premium, if any, due on the Governmental Lender Note.

(g) **Usury.** The Governmental Lender intends to conform strictly to the usury laws applicable to this Funding Loan Agreement and the Governmental Lender Note and all agreements made in the Governmental Lender Note, this Funding Loan Agreement and the Funding Loan Documents are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid as interest or the amounts paid for the use of money advanced or to be advanced hereunder exceed the highest lawful rate prescribed under any law which a court of competent jurisdiction may deem applicable hereto. If, from any circumstances whatsoever, the fulfillment of any provision of the Governmental Lender Note, this Funding Loan Agreement or the other Funding Loan Documents shall involve the payment of interest in excess of the limit prescribed by any law which a court of competent jurisdiction may deem applicable hereto, then the obligation to pay interest hereunder shall be reduced to the maximum limit prescribed by law. If from any circumstances whatsoever, the Funding Lender shall ever receive anything of value deemed interest, the amount of which would exceed the highest lawful rate, such amount as would be excessive interest shall be deemed to have been applied, as of the date of receipt by the Funding Lender, to the reduction of the principal remaining unpaid hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance, such excess shall be refunded to the Borrower. This paragraph shall control every other provision of the Governmental Lender Note, this Funding Loan Agreement and all other Funding Loan Documents.

In determining whether the amount of interest charged and paid might otherwise exceed the limit prescribed by law, the Governmental Lender intends and agrees that (i) interest shall be computed upon the assumption that payments under the Borrower Loan Agreement and other Funding Loan Documents will be paid according to the agreed terms, and (ii) any sums of money that are taken into account in the calculation of interest, even though paid at one time, shall be spread over the actual term of the Funding Loan.

Section 2.2. Form of Governmental Lender Note. As evidence of its obligation to repay the Funding Loan, simultaneously with the delivery of this Funding Loan Agreement to the Funding Lender, the Governmental Lender hereby agrees to execute and deliver the

Governmental Lender Note. The Governmental Lender Note shall be substantially in the form set forth in Exhibit A attached hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Funding Loan Agreement.

In connection with Conversion, the Funding Lender shall have the right to exchange the then existing Governmental Lender Note on or after the Conversion Date for a new Governmental Lender Note with a dated date of the Conversion Date and in a stated principal amount equal to the then outstanding principal amount of the Governmental Lender Note, which amount will equal the Permanent Period Amount (as defined in the Borrower Loan Agreement) of the Borrower Loan.

Section 2.3. Execution and Delivery of Governmental Lender Note. The Governmental Lender Note shall be executed on behalf of the Governmental Lender by the manual or facsimile signature of an Authorized Governmental Lender Representative. The manual or facsimile signature of the individual who was the proper officer of the Governmental Lender at the time of execution shall bind the Governmental Lender, notwithstanding that such individual shall have ceased to hold such office prior to the execution and delivery of the Governmental Lender Note or shall not have held such office at the date of the Governmental Lender Note.

Section 2.4. Required Transferee Representations; Participations; Sale and Assignment.

(a) The Funding Lender shall deliver to the Governmental Lender and the Fiscal Agent the Required Transferee Representations in substantially the form attached hereto as Exhibit B on the Closing Date.

(b) The Funding Lender shall have the right to sell (i) the Governmental Lender Note and the Funding Loan in whole, or (ii) a participation interest in the Governmental Lender Note and the Funding Loan, to the extent permitted by Section 2.4 (c) below, provided that such sale shall be only to Approved Transferees that execute and deliver to the Funding Lender, with a copy to the Governmental Lender and the Fiscal Agent, the Required Transferee Representations.

(c) Notwithstanding the other provisions of this Section 2.4, no beneficial ownership interest in the Governmental Lender Note and Funding Loan shall be sold in an amount that is less than the Minimum Beneficial Ownership Amount. Notwithstanding the foregoing, an owner of beneficial interest in the Governmental Lender Note shall not be a Noteowner, and the Noteowners shall only be those Persons which are shown as the Noteowners on the registration books maintained by the Funding Lender pursuant to Section 2.4(e).

(d) No service charge shall be made for any sale or assignment of any portion of the Governmental Lender Note, but the Governmental Lender may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any such sale or assignment. Such sums shall be paid in every instance by the purchaser or assignee of the Funding Loan or portion thereof.

(e) The Governmental Lender Note, or any interest therein, shall be in fully registered form transferable to subsequent owners only on the registration books which shall be maintained by the Funding Lender for such purpose and which shall be open to inspection by the Governmental Lender. The Governmental Lender Note shall not be transferred through the services of the Depository Trust Company or any other third party registrar.

The Fiscal Agent acknowledges that the Funding Lender is the initial registered owner of the Governmental Lender Note and shall remain the sole registered owner of the Governmental Lender Note except as provided herein. The Funding Lender shall provide written notice to the Fiscal Agent of any transfer by the Funding Lender of the Governmental Lender Note or any interest of the Funding Lender in the Governmental Lender Note.

(f) The parties agree that no rating shall be sought from a rating agency with respect to the Funding Loan or the Governmental Lender Note.

ARTICLE III

PREPAYMENT

Section 3.1. Prepayment of the Governmental Lender Note from Prepayment under the Borrower Note. The Governmental Lender Note is subject to voluntary and mandatory prepayment as follows:

(a) The Governmental Lender Note shall be subject to voluntary prepayment in full or in part by the Governmental Lender, from funds received by the Fiscal Agent from the Borrower under the Borrower Loan Agreement to the extent and in the manner and on any date that the Borrower Note is subject to voluntary prepayment as set forth therein, at a prepayment price equal to the principal balance of the Borrower Note to be prepaid, plus interest thereon to the date of prepayment and the amount of any Prepayment Premium payable under the Borrower Note, plus any Additional Borrower Payments due and payable under the Borrower Loan Agreement through the date of prepayment.

The Borrower shall not have the right to voluntarily prepay all or any portion of the Borrower Note, thereby causing the Governmental Lender Note to be prepaid, except as specifically permitted in the Borrower Note, without the prior written consent of Funding Lender, which may be withheld in Funding Lender's sole and absolute discretion.

(b) The Governmental Lender Note shall be subject to mandatory prepayment in whole or in part upon prepayment of the Borrower Note at the direction of the Funding Lender in accordance with the terms of the Borrower Note at a prepayment price equal to the outstanding principal balance of the Borrower Note prepaid, plus accrued interest plus any other amounts payable under the Borrower Note or the Borrower Loan Agreement.

Section 3.2. Notice of Prepayment. Notice of prepayment of the Governmental Lender Note shall be deemed given to the extent that notice of prepayment of the Borrower Note is timely and properly given to the Funding Lender (with a copy to the Governmental Lender) in accordance with the terms of the Borrower Note and the Borrower Loan Agreement, and no separate notice of prepayment of the Governmental Lender Note is required to be given.

ARTICLE IV

SECURITY

Section 4.1. Security for the Funding Loan. To secure the payment of the Funding Loan and the Governmental Lender Note, to declare the terms and conditions on which the Funding Loan and the Governmental Lender Note are secured, and in consideration of the premises and of the funding of the Funding Loan by the Funding Lender, the Governmental Lender by these presents does grant, bargain, sell, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to the Funding Lender (except as limited herein), a lien on and security interest in the following described property (excepting, however, in each case, the Unassigned Rights) (said property, rights and privileges being herein collectively called, the “**Security**”):

(a) All right, title and interest of the Governmental Lender in, to and under the Borrower Loan Agreement and the Borrower Note, including, without limitation, all rents, revenues and receipts derived by the Governmental Lender from the Borrower relating to the Project and including, without limitation, all Pledged Revenues, Borrower Loan Payments and Additional Borrower Payments derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Borrower Loan Agreement; provided that the pledge and assignment made under this Funding Loan Agreement shall not impair or diminish the obligations of the Governmental Lender under the provisions of the Borrower Loan Agreement;

(b) All right, title and interest of the Governmental Lender in, to and under, together with all rights, remedies, privileges and options pertaining to, the Funding Loan Documents, and all other payments, revenues and receipts derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Funding Loan Documents;

(c) Any and all moneys and investments from time to time on deposit in, or forming a part of, all funds and accounts created and held under this Funding Loan Agreement and any amounts held at any time in the Remaining Funding Loan Proceeds Account and the Remaining Funding Loan Proceeds Account Earnings Subaccount, any Negative Arbitrage Deposit and any other amounts held under the Contingency Draw-Down Agreement, subject to the provisions of this Funding Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

(d) Any and all other real or personal property of every kind and nature or description, which may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien of this Funding Loan Agreement as additional security by the Governmental Lender or anyone on its part or with its consent, or which pursuant to any of the provisions hereof or of the Borrower Loan Agreement may come into the possession or control of the Fiscal Agent, the Funding Lender or a receiver appointed pursuant to this Funding Loan Agreement; and the Funding Lender and the Fiscal Agent are hereby authorized to receive any and all such property as and for additional security for the Funding Loan and the Governmental Lender Note and to hold and apply all such property subject to the terms hereof.

The pledge and assignment of and the security interest granted in the Security pursuant to this Section 4.1 for the payment of the principal of, premium, if any, and interest on the Governmental Lender Note, in accordance with its terms and provisions, and for the payment

of all other amounts due hereunder, shall attach and be valid and binding from and after the time of the delivery of the Governmental Lender Note by the Governmental Lender. The Security so pledged and then or thereafter received by the Governmental Lender, the Fiscal Agent or the Funding Lender shall immediately be subject to the lien of such pledge and security interest without any physical delivery or recording thereof or further act, and the lien of such pledge and security interest shall be valid and binding and prior to the claims of any and all parties having claims of any kind in tort, contract or otherwise against the Governmental Lender irrespective of whether such parties have notice thereof.

Section 4.2. Delivery of Security. To provide security for the payment of the Funding Loan and the Governmental Lender Note, the Governmental Lender has pledged and assigned to secure payment of the Funding Loan and the Governmental Lender Note its right, title and interest in the Security to the Funding Lender. In connection with such pledge, assignment, transfer and conveyance, there shall be delivered to the Funding Lender, by or at the direction of the Borrower, the following documents or instruments promptly following their execution and, to the extent applicable, their recording or filing:

- (a) The Borrower Note endorsed without recourse to the Funding Lender by the Governmental Lender;
- (b) The originally executed Borrower Loan Agreement and Regulatory Agreement;
- (c) The originally executed Security Instrument and all other Borrower Loan Documents existing at the time of delivery of the Borrower Note and an assignment for security of the Security Instrument from the Governmental Lender to the Funding Lender, in recordable form;
- (d) Uniform Commercial Code financing statements or other chattel security documents giving notice of the Funding Lender's status as an assignee of the Governmental Lender's security interest in any personal property forming part of the Project, in form suitable for filing; and
- (e) Uniform Commercial Code financing statements giving notice of the pledge by the Governmental Lender of the Security pledged under this Funding Loan Agreement.

There shall be delivered and deposited with the Funding Lender such additional documents, financing statements, and instruments as the Funding Lender may reasonably require from time to time for the better perfecting and assuring to the Funding Lender of its lien and security interest in and to the Security including, at the request of the Funding Lender, any amounts held under the Contingency Draw-Down Agreement, in each case at the expense of the Borrower.

ARTICLE V

LIMITED LIABILITY

Section 5.1. Source of Payment of Funding Loan and Other Obligations. The Funding Loan is a limited obligation of the Governmental Lender, payable solely from the Pledged Revenues and other funds and moneys and Security pledged and assigned hereunder. None of the Governmental Lender (except as provided in the first sentence of this Section 5.1), the State,

or any political subdivision thereof (except the Governmental Lender, to the limited extent set forth herein), shall in any event be liable for the payment of the principal of, premium (if any) or interest on the Funding Loan or for the performance of any pledge, obligation or agreement of any kind whatsoever with respect thereto except as set forth herein, and none of the Funding Loan, or the Governmental Lender Note or any of the Governmental Lender's agreements or obligations with respect to the Funding Loan, the Governmental Lender Note, or hereunder or under any of the other Funding Loan Documents, shall be construed to constitute an indebtedness of or a pledge of the faith and credit of or a loan of the credit of or a moral obligation of any of the foregoing within the meaning of any constitutional or statutory provision whatsoever.

Section 5.2. Exempt from Individual Liability. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of any present or future member of the Board of Supervisors, officer, director, employee or agent of the Governmental Lender in his individual capacity, and none of the members of the Board of Supervisors, the officers, directors, employees or agents of the Governmental Lender executing the Governmental Lender Note or this Funding Loan Agreement shall be liable personally on the Governmental Lender Note or under this Funding Loan Agreement or be subject to any personal liability or accountability by reason of the issuance of the Governmental Lender Note or the execution of this Funding Loan Agreement or any of the Funding Loan Documents.

ARTICLE VI

CLOSING CONDITIONS; APPLICATION OF FUNDS

Section 6.1. Conditions Precedent to Closing. Closing of the Funding Loan on the Closing Date shall be conditioned upon satisfaction or waiver by the Funding Lender in its sole discretion of each of the conditions precedent to closing set forth in this Funding Loan Agreement, including but not limited to the following:

- (a) Receipt by the Funding Lender of the original Governmental Lender Note;
- (b) Receipt by the Funding Lender of the original executed Borrower Note, endorsed without recourse to the Funding Lender by the Governmental Lender;
- (c) Receipt by the Funding Lender of executed counterpart copies of this Funding Loan Agreement, the Borrower Loan Agreement, the Construction Funding Agreement, the Regulatory Agreement, the Tax Certificate and the Security Instrument;
- (d) Receipt by the Funding Lender of a certified copy of the Resolution;
- (e) Executed Required Transferee Representations from the Funding Lender;
- (f) Delivery into escrow of all amounts required to be paid in connection with the origination of the Borrower Loan and the Funding Loan and any underlying real estate transfers or transactions, including the Costs of Funding Deposit, in accordance with Section 2.3(c)(ii) of the Borrower Loan Agreement;
- (g) Receipt by the Funding Lender of a Tax Counsel Approving Opinion;

(h) Receipt by the Funding Lender of an Opinion of Counsel from Tax Counsel to the effect that the Governmental Lender Note is exempt from registration under the Securities Act of 1933, as amended, and this Funding Loan Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(i) Delivery of an opinion of counsel to the Borrower addressed to the Governmental Lender to the effect that the Borrower Loan Documents and the Regulatory Agreement are valid and binding obligations of the Borrower that are enforceable against the Borrower in accordance with their terms, subject to such exceptions and qualifications as are acceptable to the Governmental Lender; and

(j) Receipt by the Funding Lender of any other documents or opinions that the Funding Lender or Tax Counsel may require.

ARTICLE VII

FUNDS AND ACCOUNTS

Section 7.1. Authorization to Create Funds and Accounts. No funds or accounts shall be established in connection with the Funding Loan at the time of closing and origination of the Funding Loan. The Funding Lender, the Fiscal Agent and the Servicer, if any, and any designee of the Funding Lender or the Servicer, are authorized to establish and create from time to time such funds and accounts or subaccounts as may be necessary for the deposit of moneys (including, without limitation, insurance proceeds and/or condemnation awards), if any, received by the Governmental Lender, the Fiscal Agent, the Funding Lender or the Servicer pursuant to the terms hereof or any of the other Funding Loan Documents and not immediately transferred or disbursed pursuant to the terms of the Funding Loan Documents and/or the Borrower Loan Documents.

Section 7.2. Investment of Funds. Amounts held in any funds or accounts created under this Funding Loan Agreement shall be invested by the Fiscal Agent, the Funding Lender, the Servicer or the designee of the Funding Lender or Servicer, as applicable, in Permitted Investments at the written direction of the Borrower, subject in all cases to the restrictions of Section 8.7 hereof and of the Tax Certificate. The Borrower's instruction shall be sufficient evidence that the investment constitutes a Permitted Investment (including as to the legality thereof). In the absence of any such instruction, monies shall be held uninvested. Permitted Investments purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in such fund or account. For purposes of acquiring any investments hereunder, the Fiscal Agent may commingle funds held by it hereunder, except as provided in Section 7.8(h) hereof with respect to the Rebate Fund. The Fiscal Agent shall incur no liability for losses arising from any investments made pursuant to this Section.

The Fiscal Agent shall furnish the Borrower and Funding Lender periodic cash transaction statements that include detail for all investment transactions effected by the Fiscal Agent or brokers selected by the Borrower. Upon the Borrower's or Funding Lender's election, such statements will be delivered via the Fiscal Agent's online service, and upon electing such service, paper statements will be provided only upon request. The Borrower waives the right to receive brokerage confirmations of security transactions effected by the Fiscal Agent as they occur, to the extent permitted by law. The Borrower further understands that trade confirmations for securities transactions effected by the Fiscal Agent will be available upon

request and at no additional cost, and other trade confirmations may be obtained from the applicable broker.

Section 7.3. Establishment of Funds. There are established with the Fiscal Agent the following funds and accounts:

- (a) The Funding Loan Payment Fund;
- (b) The Project Fund (consisting solely of a Note Proceeds Account and an Equity Account);
- (c) The Expense Fund;
- (d) [reserved]; and
- (e) The Rebate Fund (to be established by the Fiscal Agent once the Fiscal Agent is required to deposit or transfer, as applicable, amounts to the Rebate Fund in accordance with Section 7.8(a)).

All money required to be deposited with or paid to the Fiscal Agent for the account of any of the funds or accounts created by this Funding Loan Agreement shall be held by the Fiscal Agent for the benefit of the Funding Lender, and except for money held in the Expense Fund or the Rebate Fund, shall, while held by the Fiscal Agent, constitute part of the Pledged Revenues and be subject to the lien hereof.

Section 7.4. Funding Loan Payment Fund. The Governmental Lender and the Borrower shall have no interest in the Funding Loan Payment Fund or the moneys therein, which shall always be maintained by the Fiscal Agent completely separate and segregated from all other moneys held hereunder and from any other moneys of the Governmental Lender and the Borrower.

The Fiscal Agent shall deposit into the Funding Loan Payment Fund any amounts received from or on behalf of the Borrower as payments of principal of or premium and interest on the Borrower Loan and any other amounts received by the Fiscal Agent that are subject to the lien and pledge of this Funding Loan Agreement, including any Pledged Revenues not required to be deposited to the Expense Fund or not otherwise specifically directed in writing to be deposited into other funds created by this Funding Loan Agreement.

The Fiscal Agent shall apply all amounts on deposit in the Funding Loan Payment Fund in the following order of priority:

First, to pay or provide for the payment of the interest then due on the Funding Loan to the Funding Lender or any transferee of the Funding Lender with respect to the Funding Loan;

Second, to pay or provide for the payment or the prepayment (together with any Prepayment Premium payable in connection with such prepayment) of principal on the Funding Loan to the Funding Lender or any transferee of the Funding Lender with respect to the Funding Loan, provided moneys have been transferred or deposited into the Funding Loan Payment Fund for such purpose; and

Third, to pay or provide for the payment of the Funding Loan on the Maturity Date to the Funding Lender or any transferee of the Funding Lender with respect to the Funding Loan.

Section 7.5. Expense Fund. The Fiscal Agent shall deposit into the Expense Fund the amounts required by the Regulatory Agreement or the Borrower Loan Agreement to be paid by the Borrower to the Governmental Lender or the Fiscal Agent on behalf of the Borrower. Amounts on deposit in the Expense Fund shall be used to pay the fees and expenses of the Governmental Lender and the Fiscal Agent, as and when the same become due. In that regard, moneys in the Expense Fund shall be withdrawn or maintained, as appropriate, by the Fiscal Agent to pay (i) the Ongoing Governmental Lender Fee to the Governmental Lender as and when due, (ii) the Fiscal Agent's Fees to the Fiscal Agent when due, (iii) upon receipt, to the Fiscal Agent, any amounts due to the Fiscal Agent which have not been paid, other than amounts paid in accordance with clause (ii) hereof, and (iv) upon receipt, to, or at the direction of, the Governmental Lender, any amounts owing the Governmental Lender by the Borrower and then due and unpaid, other than amounts paid in accordance with clause (i) hereof.

In the event that the amounts on deposit in the Expense Fund are not equal to the amounts payable from the Expense Fund as provided in the preceding paragraph on any date on which such amounts are due and payable, the Fiscal Agent shall give notice to the Borrower of such deficiency and of the amount of such deficiency and request payment within two Business Days to the Fiscal Agent of the amount of such deficiency.

Written notice of any insufficiency, which would result in the Governmental Lender not receiving the Ongoing Governmental Lender Fee on the applicable due date, shall be provided by the Fiscal Agent to the Governmental Lender (with a copy to the Borrower and the Funding Lender) within 10 days of the respective due date.

Upon payment by the Borrower to the Fiscal Agent of such deficiency, the amounts for which such deficiency was requested shall be paid by the Fiscal Agent.

Notwithstanding anything herein to the contrary, the Fiscal Agent, on behalf of the Governmental Lender, shall prepare and submit a written invoice to the Borrower for payment of the Ongoing Governmental Lender Fee not later than 30 days prior to the due date for payment of the Ongoing Governmental Lender Fee, and shall remit moneys received by the Borrower to the Governmental Lender for payment of such fee.

Section 7.6. Closing Costs. The Closing Costs will be paid on the Closing Date from funds advanced by the Borrower to Old Republic Title Company from a source or sources other than the proceeds of the Borrower Loan.

Section 7.7. Project Fund.

(a) The proceeds of the Funding Loan received by the Fiscal Agent shall be deposited by the Fiscal Agent to the Note Proceeds Account of the Project Fund. All proceeds of the Borrower Deferred Equity, as well as any additional amounts delivered from time to time to the Fiscal Agent by or on behalf of the Borrower (excluding any proceeds of the Funding Loan) shall be deposited by the Fiscal Agent to the Equity Account of the Project Fund. The Fiscal Agent shall disburse moneys in the Project Fund for the acquisition, construction, development and equipping of the Project, to pay other Qualified Project Costs and to pay other costs related to the Project as provided herein.

Not less than 97% of the moneys deposited in and credited to the Note Proceeds Account of the Project Fund representing the proceeds of the Funding Loan, will be expended for Qualified Project Costs (the "97% Requirement"). However, before any advance of the Funding Loan is made, the Regulatory Agreement shall have been executed and submitted to a title company for recordation in the official records of the County of Contra Costa.

Before any payment shall be made from the Note Proceeds Account of the Project Fund, there shall be filed with the Fiscal Agent a Written Requisition of the Borrower substantially in the form attached hereto as Exhibit C and consented to by the Funding Lender pursuant to the terms, conditions and provisions of the Construction Funding Agreement, with a copy to the Governmental Lender.

(b) Upon receipt of each Written Requisition submitted by the Borrower and approved in writing by the Funding Lender, the Fiscal Agent shall promptly, but in any case within two Business Days, make payment from the appropriate account within the Project Fund in accordance with such Written Requisition. The Fiscal Agent shall have no duty to determine whether any requested disbursement from the Project Fund complies with the terms, conditions and provisions of the Funding Loan Documents, constitutes payment of Qualified Project Costs or complies with the 97% Requirement. The approval in writing of a Written Requisition by the Funding Lender shall be deemed a certification and, insofar as the Fiscal Agent and the Governmental Lender are concerned, shall constitute conclusive evidence that all of the terms, conditions and requirements of the Funding Loan Documents applicable to such disbursement have been fully satisfied or waived and the Written Requisition from the Borrower shall, insofar as the Fiscal Agent and the Governmental Lender are concerned, constitute conclusive evidence that the costs described in the Written Requisition constitute Qualified Project Costs or other permitted Project costs. These documents shall be retained by the Fiscal Agent, subject at all reasonable times to examination by the Borrower, the Governmental Lender, the Funding Lender and the agents and representatives thereof upon reasonable notice to the Fiscal Agent. The Fiscal Agent is not required to inspect the Project or the construction work or to make any independent investigation with respect to the matters set forth in any Written Requisition or other statements, orders, certifications and approvals received by the Fiscal Agent. The Fiscal Agent is not required to obtain completion bonds, lien releases or otherwise supervise the acquisition, construction, development and equipping of the Project.

Notwithstanding anything to the contrary contained herein, only the signature of an authorized officer of the Funding Lender shall be required on a Written Requisition during any period in which a default by the Borrower has occurred and is then continuing under the Borrower Loan (notice of which default has been given in writing by an authorized officer of the Funding Lender to the Fiscal Agent and the Governmental Lender, and the Fiscal Agent shall be entitled to conclusively rely on any such Written Notice as to the occurrence and continuation of such a default). Furthermore, the Fiscal Agent shall disburse amounts in the Project Fund upon receipt of a Written Requisition signed only by the Funding Lender (and without any need for any signature by an Authorized Borrower Representative) so long as the amount to be disbursed is to be used solely to make payments of principal, interest and/or fees due under the Funding Loan Documents.

The Fiscal Agent shall immediately provide Written Notice to the Borrower, the Funding Lender and the Governmental Lender if there are not sufficient funds available to or on deposit with the Fiscal Agent to make the payments as and when required by this Section 7.7(b). Except as provided in the next sentence, all such payments shall be made by check or draft payable, or by wire transfer in accordance with the payment instructions set forth in the Written Requisition. The Fiscal Agent shall conclusively rely on the payment instructions provided in any Written Requisition or invoices provided in connection therewith, and the Fiscal Agent

shall have no duty to authenticate or investigate such payment instructions or the authority under which they were given. Upon the occurrence of an Event of Default of the Borrower of which the Fiscal Agent has knowledge as provided herein, which is continuing under the Funding Loan Documents, with the Written Consent of the Funding Lender, the Fiscal Agent may apply amounts on deposit in the Project Fund to the payment of principal of and interest on the Funding Loan.

(c) Immediately prior to any mandatory prepayment of the Funding Loan pursuant to hereto, any amounts then remaining in the Project Fund shall, at the written direction of the Funding Lender, be transferred to the Funding Loan Payment Fund to be applied to the prepayment of the Funding Loan pursuant hereto.

(d) Amounts on deposit in the Project Fund, other than the deposit to the Note Proceeds Account on the Closing Date (which will be promptly disbursed therefrom pursuant to Section 7.7(a) above) which shall be held uninvested until disbursed, shall be invested in Permitted Investments directed in writing by the Borrower. Investment Income earned on amounts on deposit in each account of the Project Fund shall be retained in and credited to and become a part of the amounts on deposit in that account of the Project Fund. Upon final disbursement of all amounts on deposit in the Project Fund, the Fiscal Agent shall close the Project Fund.

Section 7.8. Rebate Fund.

(a) The Fiscal Agent shall deposit or transfer to the credit of the Rebate Fund each amount delivered to the Fiscal Agent by the Borrower for deposit thereto and each amount directed by the Borrower to be transferred thereto.

(b) Within 15 days after each receipt or transfer of funds to the Rebate Fund, the Fiscal Agent shall withdraw from the Rebate Fund and pay to the United States of America the entire balance of the Rebate Fund.

(c) All payments to the United States of America pursuant to this Section shall be made by the Fiscal Agent for the account and in the name of the Governmental Lender and shall be paid through the United States Mail (return receipt requested or overnight delivery), addressed to the appropriate Internal Revenue Service Center and accompanied by the appropriate Internal Revenue Service forms (such completed and signed forms to be provided to the Fiscal Agent by the Borrower or the Rebate Analyst).

(d) The Fiscal Agent shall preserve all statements, forms and explanations received from the Borrower and delivered to the Fiscal Agent and all records of transactions in the Rebate Fund until six years after the retirement of the Governmental Lender Note.

(e) The Fiscal Agent may conclusively rely on the instructions of the Borrower (based upon the report of the Rebate Analyst) with regard to any actions to be taken by it pursuant to this Section and shall have no liability for any consequences of any failure of the Borrower or the Rebate Analyst to perform its duties or obligations or to supply accurate or sufficient instructions. Except as specifically provided in Subsection (b) above, the Fiscal Agent shall have no duty or responsibility with respect to the Rebate Fund or the Borrower's duties and responsibilities with respect thereto except to follow the Borrower's specific written instruction related thereto.

(f) If at any time during the term of this Funding Loan Agreement the Governmental Lender, the Fiscal Agent or the Borrower desires to take any action that would otherwise be prohibited by the terms of this Section, such person shall be permitted to take such action if it

shall first obtain and provide to the other persons named herein, a Tax Counsel No Adverse Effect Opinion and an opinion of Tax Counsel that such action shall be in compliance with the laws of the State and the terms of this Funding Loan Agreement.

(g) Moneys and securities held by the Fiscal Agent in the Rebate Fund shall not be deemed funds of the Governmental Lender and are not pledged or otherwise subject to any security interest in favor of the Owners to secure the Governmental Lender Note or any other obligations.

(h) Moneys in the Rebate Fund may be separately invested and reinvested by the Fiscal Agent, at the request of and as directed in writing by the Borrower, in Permitted Investments, subject to the Code. The Fiscal Agent shall sell and reduce to cash a sufficient amount of such Permitted Investments, as directed in writing by the Borrower, whenever the cash balance in the Rebate Fund is insufficient for its purposes.

(i) Notwithstanding anything to the contrary in this Funding Loan Agreement, no payment shall be made by the Fiscal Agent to the United States if the Borrower shall furnish to the Governmental Lender and the Fiscal Agent, an opinion of Tax Counsel to the effect that such payment is not required under Section 148(d) and (f) of the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Governmental Lender Note. In such event the Borrower shall be entitled to withdraw funds from the Rebate Fund to the extent the Borrower shall provide a Tax Counsel No Adverse Effect Opinion to the Governmental Lender and the Fiscal Agent with respect to such withdrawal.

(j) The Fiscal Agent shall keep and make available to the Governmental Lender and the Borrower records concerning the investments of all funds held by the Fiscal Agent pursuant to the Funding Loan Agreement including date bought and sold, price and commission paid, and bids taken, if any, and shall keep all such records until six years after the date on which neither of the Governmental Lender Note are Outstanding in order to enable the Borrower to make the computations required under Section 148(f) of the Code.

(k) Notwithstanding the foregoing, the computations and payments of rebate amounts referred to in this Section 7.8 need not be made to the extent that neither the Governmental Lender nor the Borrower will thereby fail to comply with any requirements of Section 148(f) of the Code based on a Tax Counsel No Adverse Effect Opinion, a copy of which shall be provided to the Fiscal Agent and the Governmental Lender.

ARTICLE VIII REPRESENTATIONS AND COVENANTS

Section 8.1. General Representations. The Governmental Lender makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Governmental Lender is a political subdivision and body corporate and politic, organized and existing under the laws of the State, has the power and authority to (i) enter into the Funding Loan Documents to which it is a party and the transactions contemplated thereby, (ii) incur the limited obligation represented by the Governmental Lender Note and the Funding Loan, and apply the proceeds of such obligation or loan to finance the Project, and (iii) carry out its other obligations under this Funding Loan Agreement and the Governmental Lender Note, and by proper action has duly authorized the Governmental Lender's execution and delivery of, and its performance under, the Funding Loan Documents to which it is a party.

(b) The Governmental Lender is not in default under or in violation of, and the execution and delivery of the Funding Loan Documents to which it is a party and its compliance with the terms and conditions thereof will not conflict or constitute a default under or a violation of, (i) the Act, (ii) to its knowledge, any other existing laws, rules, regulations, judgments, decrees and orders applicable to it, or (iii) to its knowledge, the provisions of any agreements and instruments to which the Governmental Lender is a party, a default under or violation of which would prevent it from entering into this Funding Loan Agreement, executing and delivering the Governmental Lender Note, financing the Project, executing and delivering the other Funding Loan Documents to which it is a party or consummating the transactions on its part contemplated thereby, and, to its knowledge, no event has occurred and is continuing under the provisions of any such agreement or instrument or otherwise that with the lapse of time or the giving of notice, or both, would constitute such a default or violation (it being understood, however, that the Governmental Lender is making no representations as to the necessity of registering the Governmental Lender Note or the Borrower Note pursuant to any securities laws or complying with any other requirements of securities laws).

(c) No litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending with respect to which the Governmental Lender has been served with process or, to the knowledge of the Governmental Lender, is threatened against the Governmental Lender with respect to (i) the organization and existence of the Governmental Lender, (ii) its authority to execute or deliver the Funding Loan Documents to which it is a party, (iii) the validity or enforceability of any such Funding Loan Documents or the transactions contemplated thereby, (iv) the title of any officer of the Governmental Lender who executed such Funding Loan Documents or (v) any authority or proceedings relating to the execution and delivery of such Funding Loan Documents on behalf of the Governmental Lender, and no such authority or proceedings have been repealed, revoked, rescinded or amended but are in full force and effect.

(d) The revenues and receipts to be derived from the Borrower Loan Agreement, the Borrower Note and this Funding Loan Agreement have not been pledged previously by the Governmental Lender to secure any of its notes or bonds other than the Funding Loan as evidenced by the Governmental Lender Note.

THE GOVERNMENTAL LENDER MAKES NO REPRESENTATION, COVENANT OR AGREEMENT AS TO THE FINANCIAL POSITION OR BUSINESS CONDITION OF THE BORROWER OR THE PROJECT AND DOES NOT REPRESENT OR WARRANT AS TO ANY STATEMENTS, MATERIALS, REPRESENTATIONS OR CERTIFICATIONS FURNISHED BY THE BORROWER IN CONNECTION WITH THE FUNDING LOAN OR THE BORROWER LOAN, OR AS TO THE CORRECTNESS, COMPLETENESS OR ACCURACY THEREOF.

Section 8.2. No Encumbrance on Security. The Governmental Lender will not knowingly create or knowingly permit the creation of any mortgage, pledge, lien, charge or encumbrance of any kind on the Security or any part thereof prior to or on a parity with the lien of this Funding Loan Agreement, except as expressly permitted or contemplated by the Funding Loan Documents.

Section 8.3. Repayment of Funding Loan. Subject to the provisions of Articles III and V hereof, the Governmental Lender will duly and punctually repay, or cause to be repaid, the Funding Loan, as evidenced by the Governmental Lender Note, as and when the same shall

become due, all in accordance with the terms of the Governmental Lender Note and this Funding Loan Agreement.

Section 8.4. Servicer. The Funding Lender may appoint a Servicer to service and administer the Governmental Loan and/or the Borrower Loan on behalf of the Funding Lender, including without limitation the fulfillment of rights and responsibilities granted by Governmental Lender to Funding Lender pursuant to Section 2.1 of the Borrower Loan Agreement.

Section 8.5. Borrower Loan Agreement Performance.

(a) The Funding Lender and the Servicer, if any, on behalf of the Governmental Lender, may (but shall not be required or obligated to) perform and observe any agreement or covenant of the Governmental Lender under the Borrower Loan Agreement subject to the terms and provisions contained therein, all to the end that the Governmental Lender's rights under the Borrower Loan Agreement may be unimpaired and free from default.

(b) The Governmental Lender will promptly notify the Borrower, the Servicer and the Funding Lender in writing of the occurrence of any Borrower Loan Agreement Default, provided that the Governmental Lender has received written notice of such event.

Section 8.6. Maintenance of Records; Inspection of Records.

(a) The Funding Lender shall keep and maintain adequate records pertaining to any funds and accounts established hereunder, including all deposits to and disbursements from said funds and accounts and shall keep and maintain the registration books for the Funding Loan and interests therein. The Funding Lender shall retain in its possession all certifications and other documents presented to it, all such records and all records of principal, interest and premium paid on the Funding Loan, subject to the inspection of the Governmental Lender and its representatives at all reasonable times and upon reasonable prior notice.

(b) The Governmental Lender will at any and all times, upon the reasonable request of the Servicer, the Borrower or the Funding Lender, afford and procure a reasonable opportunity by their respective representatives to inspect the books, records, reports and other papers of the Governmental Lender relating to the Project and the Funding Loan, if any, and (at their own expense) to make copies thereof.

Section 8.7. Tax Covenants. The Governmental Lender covenants to and for the benefit of the Funding Lender that, notwithstanding any other provisions of this Funding Loan Agreement or of any other instrument, it will:

(a) Require the Borrower to execute the Regulatory Agreement as a condition of funding the Borrower Loan;

(b) Not knowingly take or cause to be taken any action or actions, or knowingly fail to take any action or actions, which would cause the interest payable on the Governmental Lender Note to be includable in gross income for federal income tax purposes;

(c) Whenever and so often as requested in writing by Funding Lender, the Governmental Lender (at the sole cost and expense of the Borrower), shall do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Governmental Lender on the Governmental Lender Note

will be excluded from the gross income of the owner of the Governmental Lender Note, for federal income tax purposes, pursuant to Section 103 of the Code, except in the event where any owner of the Governmental Lender Note or a portion thereof is a “substantial user” of the facilities financed with the Funding Loan or a “related person” within the meaning of Section 147(a) of the Code;

(d) Not knowingly take any action nor, solely in reliance upon the covenants and representations of the Borrower in the Borrower Loan Agreement, in the Regulatory Agreement and in the Tax Certificate, knowingly permit or suffer any action to be taken if the result of the same would be to cause the Governmental Lender Note to be “federally guaranteed” within the meaning of Section 149(b) of the Code and the Regulations;

(e) Require the Borrower to agree, solely by causing the Borrower to execute and deliver the Borrower Loan Agreement, not to commit any act and not to make any use of the proceeds of the Funding Loan, or any other moneys which may be deemed to be proceeds of the Funding Loan pursuant to the Code, which would cause the Governmental Lender Note to be an “arbitrage bond” within the meaning of Sections 103(b) and 148 the Code, and to comply with the requirements of the Code throughout the term of the Funding Loan; and

(f) Require the Borrower, solely by causing the Borrower to execute and deliver the Borrower Loan Agreement, to take all steps necessary to compute and pay any rebatable arbitrage in accordance with Section 148(f) of the Code.

In furtherance of the covenants in this Section 8.7, the Governmental Lender and the Borrower shall execute, deliver and comply with the provisions of the Tax Certificate, which are by this reference incorporated into this Funding Loan Agreement and made a part of this Funding Loan Agreement as if set forth in this Funding Loan Agreement in full. In the event of any conflict between this Funding Loan Agreement and the Tax Certificate, the requirements of the Tax Certificate shall control.

For purposes of this Section 8.7 the Governmental Lender’s compliance shall be based solely on matters within the Governmental Lender’s knowledge and control and no acts, omissions or directions of the Borrower, the Funding Lender or any other Persons shall be attributed to the Governmental Lender.

In complying with the foregoing covenants, the Governmental Lender may rely from time to time on a Tax Counsel No Adverse Effect Opinion or other appropriate opinion of Tax Counsel.

Section 8.8. Performance by the Borrower. Without relieving the Governmental Lender from the responsibility for performance and observance of the agreements and covenants required to be performed and observed by it hereunder, the Borrower, on behalf of the Governmental Lender, may (but is under no obligation to) perform any such agreement or covenant if no Borrower Loan Agreement Default or Potential Default under (and as such term is defined in) the Borrower Loan Agreement exists.

ARTICLE IX

DEFAULT; REMEDIES

Section 9.1. Events of Default. Any one or more of the following shall constitute an event of default (an "Event of Default") under this Funding Loan Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) A default in the payment of any interest on the Governmental Lender Note when such interest becomes due and payable;

(b) A default in the payment of principal of, or premium on, the Governmental Lender Note when such principal or premium becomes due and payable, whether at its stated maturity, by declaration of acceleration or call for mandatory prepayment or otherwise;

(c) Subject to Section 8.8 hereof, default in the performance or breach of any material covenant or warranty of the Governmental Lender in this Funding Loan Agreement (other than a covenant or warranty or default in the performance or breach of which is elsewhere in this Section specifically dealt with), and continuance of such default or breach for a period of 30 days after there has been given written notice, as provided in Section 11.1 hereof, to the Governmental Lender and the Borrower by the Funding Lender or the Servicer, specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" under this Funding Loan Agreement; provided that, so long as the Governmental Lender has commenced to cure such failure to observe or perform within the thirty (30) day cure period, the subject matter of the default is not capable of cure within said thirty (30) day period and the Governmental Lender is diligently pursuing such cure to the Funding Lender's satisfaction, with the Funding Lender's Written Direction or Written Consent, then the Governmental Lender shall have an additional period of time as reasonably necessary (not to exceed 30 days unless extended in writing by the Funding Lender) within which to cure such default;

(d) A default in the payment of any Additional Borrower Payments; or

(e) Any other "Default" or "Event of Default" under any of the other Funding Loan Documents (taking into account any applicable grace periods therein).

Section 9.2. Acceleration of Maturity; Rescission and Annulment.

(a) Subject to the provisions of Section 9.9 hereof, upon the occurrence of an Event of Default under Section 9.1 hereof, then and in every such case, the Funding Lender may declare the principal of the Funding Loan and the Governmental Lender Note and the interest accrued to be immediately due and payable, by notice to the Governmental Lender, Borrower and the Equity Investor, and upon any such declaration, all principal of and Prepayment Premium, if any, and interest on the Funding Loan and the Governmental Lender Note shall become immediately due and payable.

Notwithstanding anything to the contrary contained herein, Funding Lender and Governmental Lender hereby agree that any cure of any default made or tendered by the Equity Investor 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. Copies of all notices which are sent to Borrower hereunder shall also be sent to the Equity Investor.

(b) At any time after a declaration of acceleration has been made pursuant to subsection (a) of this Section, the Funding Lender may by Written Notice to the Governmental Lender rescind and annul such declaration and its consequences if:

(i) there has been deposited with the Funding Lender a sum sufficient to pay (1) all overdue installments of interest on the Funding Loan, (2) the principal of and Prepayment Premium on the Funding Loan that has become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in the Funding Loan, (3) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate or rates prescribed therefor in the Funding Loan, and (4) all sums paid or advanced by the Funding Lender and the reasonable compensation, expenses, disbursements and advances of the Funding Lender, its agents and counsel (but only to the extent not duplicative with subclauses (1) and (3) above); and

(ii) all Events of Default, other than the non-payment of the principal of the Funding Loan that has become due solely by such declaration of acceleration, have been cured or have been waived in writing as provided in Section 9.9 hereof.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

(c) Notwithstanding the occurrence and continuation of an Event of Default, it is understood that the Funding Lender shall pursue no remedies against the Borrower or the Project if no Borrower Loan Agreement Default has occurred and is continuing. An Event of Default hereunder shall not in and of itself constitute a Borrower Loan Agreement Default.

Section 9.3. Additional Remedies; Funding Lender Enforcement.

(a) Upon the occurrence of an Event of Default, the Funding Lender may, subject to the provisions of this Section 9.3 and Section 9.9 hereof, proceed to protect and enforce its rights by mandamus or other suit, action or proceeding at law or in equity. No remedy conferred by this Funding Loan Agreement upon or remedy reserved to the Funding Lender is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to the Funding Lender hereunder or now or hereafter existing at law or in equity or by statute.

(b) Upon the occurrence and continuation of any Event of Default, the Funding Lender may proceed forthwith to protect and enforce its rights and this Funding Loan Agreement by such suits, actions or proceedings as the Funding Lender, in its sole discretion, shall deem expedient. Funding Lender shall have upon the occurrence and continuation of any Event of Default all rights, powers, and remedies with respect to the Security as are available under the Uniform Commercial Code applicable thereto or as are available under any other applicable law at the time in effect and, without limiting the generality of the foregoing, the Funding Lender may proceed at law or in equity or otherwise, to the extent permitted by applicable law:

(i) to take possession of the Security or any part thereof, with or without legal process, and to hold, service, administer and enforce any rights thereunder or

thereto, and otherwise exercise all rights of ownership thereof, including (but not limited to) the sale of all or part of the Security;

(ii) to become mortgagee of record for the Borrower Loan including, without limitation, completing the assignment of the Security Instrument by the Governmental Lender to the Funding Lender as anticipated by this Funding Loan Agreement, and recording the same in the real estate records of the jurisdiction in which the Project is located, without further act or consent of the Governmental Lender, and to service and administer the same for its own account;

(iii) to service and administer the Funding Loan as agent and on behalf of the Governmental Lender or otherwise, and, if applicable, to take such actions necessary to enforce the Borrower Loan Documents and the Funding Loan Documents on its own behalf, and to take such alternative courses of action, as it may deem appropriate; or

(iv) to take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Governmental Lender Note, this Funding Loan Agreement or the other Funding Loan Documents, or the Borrower Loan Documents, or in and of the execution of any power herein granted, or for foreclosure hereunder, or for enforcement of any other appropriate legal or equitable remedy or otherwise as the Funding Lender may elect.

(c) Whether or not an Event of Default has occurred, the Funding Lender, in its sole discretion, shall have the sole right to waive or forbear from enforcing any term, condition, covenant or agreement of the Security Instrument, the Borrower Loan Agreement, the Borrower Note or any other Borrower Loan Documents or Funding Loan Documents applicable to the Borrower, or any breach thereof, other than a covenant that would adversely impact the tax-exempt status of the interest on the Governmental Lender Note, and provided that the Governmental Lender may seek specific performance by the Borrower to enforce the Unassigned Rights; provided, however, that any such forbearance by the Funding Lender in the exercise of its remedies under the Funding Loan Documents shall not be construed as a waiver by the Funding Lender of any Conditions to Conversion (as such term is defined in the Borrower Loan Agreement).

(d) If the Borrower defaults in the performance or observance of any covenant, agreement or obligation of the Borrower set forth in the Regulatory Agreement, and if such default remains uncured for a period of 60 days after the Borrower, the Equity Investor and the Funding Lender receive Written Notice stating that a default under the Regulatory Agreement has occurred and specifying the nature of the default, the Funding Lender shall have the right to seek specific performance of the provisions of the Regulatory Agreement or to exercise its other rights or remedies thereunder; provided, however, that any such forbearance by the Funding Lender in the exercise of its remedies under the Funding Loan Documents shall not be construed as a waiver by the Funding Lender of any Conditions to Conversion.

(e) If the Borrower defaults in the performance of its obligations under the Borrower Loan Agreement to make rebate payments, to comply with any applicable continuing disclosure requirements, or to make payments owed pursuant to Sections 2.5, 5.14 or 5.15 of the Borrower Loan Agreement for fees, expenses or indemnification, the Funding Lender shall have the right to exercise all its rights and remedies thereunder (subject to the last paragraph of Section 9.14 hereof).

Section 9.4. Application of Money Collected. Any money collected by the Funding Lender pursuant to this Article and any other sums then held by the Funding Lender as part of the Security, shall be applied in the following order, at the date or dates fixed by the Funding Lender:

(a) First: To the payment of any and all amounts due under the Funding Loan Documents other than with respect to principal and interest accrued on the Funding Loan, including, without limitation, any amounts due to the Governmental Lender, the Funding Lender, the Servicer, the Fiscal Agent and the Rebate Analyst;

(b) Second: To the payment of the whole amount of the Funding Loan, as evidenced by the Governmental Lender Note, then due and unpaid in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Funding Loan) on overdue principal of, and Prepayment Premium and overdue installments of interest on the Funding Loan; provided, however, that partial interests in any portion of the Funding Loan shall be paid in such order of priority as may be prescribed by Written Direction of the Funding Lender in its sole and absolute discretion; and

(c) Third: The payment of the remainder, if any, to the Borrower or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

If and to the extent this Section 9.4 conflicts with the provisions of the Servicing Agreement, the provisions of the Servicing Agreement shall control. Capitalized terms used in this Section 9.4 but not otherwise defined in this Funding Loan Agreement shall have the meanings given such terms in the Servicing Agreement.

Section 9.5. Remedies Vested in Funding Lender. All rights of action and claims under this Funding Loan Agreement or the Governmental Lender Note may be prosecuted and enforced by the Funding Lender without the possession of the Governmental Lender Note or the production thereof in any proceeding relating thereto.

Section 9.6. Restoration of Positions. If Funding Lender shall have instituted any proceeding to enforce any right or remedy under this Funding Loan Agreement and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Funding Lender, then and in every such case the Governmental Lender and the Funding Lender shall, subject to any determination in such proceeding, be restored to their former positions hereunder, and thereafter all rights and remedies of the Governmental Lender and the Funding Lender shall continue as though no such proceeding had been instituted.

Section 9.7. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Funding Lender is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 9.8. Delay or Omission Not Waiver. No delay or omission of the Funding Lender to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Funding Lender may be exercised from time to time, and as often as may be deemed expedient, by Funding Lender. No waiver of any default or Event of Default pursuant to Section 9.9 hereof shall extend to or shall affect any subsequent default or Event of Default hereunder or shall impair any rights or remedies consequent thereon.

Section 9.9. Waiver of Past Defaults. Before any judgment or decree for payment of money due has been obtained by the Funding Lender, the Funding Lender may, subject to Section 9.6 hereof, by Written Notice to the Governmental Lender and the Borrower, waive any past default hereunder or under the Borrower Loan Agreement and its consequences except for default in obligations due the Governmental Lender pursuant to or under the Unassigned Rights. Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Funding Loan Agreement and the Borrower Loan Agreement; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 9.10. Remedies Under Borrower Loan Agreement or Borrower Note. As set forth in this Section 9.10 but subject to Section 9.9 hereof, the Funding Lender shall have the right, in its own name or on behalf of the Governmental Lender, to declare any default and exercise any remedies under the Borrower Loan Agreement or the Borrower Note, whether or not the Governmental Lender Note has been accelerated or declared due and payable by reason of an Event of Default.

Section 9.11. Waiver of Appraisalment and Other Laws.

(a) To the extent permitted by law, the Governmental Lender will not at any time insist upon, plead, claim or take the benefit or advantage of, any appraisalment, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of this Funding Loan Agreement; and the Governmental Lender, for itself and all who may claim under it, so far as it or they now or hereafter may lawfully do so, hereby waives the benefit of all such laws. The Governmental Lender, for itself and all who may claim under it, waives, to the extent that it may lawfully do so, all right to have the property in the Security marshaled upon any enforcement hereof.

(b) If any law now in effect prohibiting the waiver referred to in Section 9.11 (a) shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the application of this Section 9.11.

Section 9.12. Suits to Protect the Security. The Funding Lender shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Security by any acts that may be unlawful or in violation of this Funding Loan Agreement and to protect its interests in the Security and in the rents, issues, profits, revenues and other income arising therefrom, 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 the security hereunder or be prejudicial to the interests of the Funding Lender.

Section 9.13. Remedies Subject to Applicable Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Funding Loan Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law.

Section 9.14. Assumption of Obligations. In the event that the Funding Lender or its assignee or designee shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall succeed to the rights and the obligations of the Borrower under the Borrower Loan Agreement, the Borrower Note, the Regulatory Agreement and any other Funding Loan Documents to which the Borrower is a party. Such assumption shall be effective from and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts of the Borrower.

It is the intention of the parties hereto that upon the occurrence and continuance of an Event of Default hereunder, rights and remedies may be pursued pursuant to the terms of the Funding Loan Documents.

ARTICLE X

AMENDMENT; AMENDMENT OF BORROWER LOAN AGREEMENT AND OTHER DOCUMENTS

Section 10.1. Amendment of Funding Loan Agreement. Any of the terms of this Funding Loan Agreement and the Governmental Lender Note may be amended or waived only by an instrument signed by the Funding Lender and the Governmental Lender, provided, however, no such amendment which materially affects the rights, duties, obligations or other interests of the Borrower or the Fiscal Agent shall be made without the consent of the Borrower or the Fiscal Agent, as applicable, and, provided further, that if the Borrower is in default under any Funding Loan Document, no Borrower consent shall be required unless such amendment has a material adverse effect on the rights, duties, obligations or other interests of the Borrower. All of the terms of this Funding Loan Agreement shall be binding upon the successors and assigns of and all persons claiming under or through the Governmental Lender or any such successor or assign, and shall inure to the benefit of and be enforceable by the successors and assigns of the Funding Lender.

Section 10.2. Amendments Require Funding Lender Consent. The Governmental Lender shall not consent to any amendment, change or modification of the Borrower Loan Agreement or any other Borrower Loan Document or Funding Loan Document without the prior Written Consent of the Funding Lender.

Section 10.3. Consents and Opinions. No amendment to this Funding Loan Agreement or any other Funding Loan Document entered into under this Article X or any amendment, change or modification otherwise permitted under this Article X shall become effective unless and until (i) the Funding Lender shall have approved the same in writing in its sole discretion and (ii) the Funding Lender shall have received, at the expense of the Borrower, a Tax Counsel No Adverse Effect Opinion and an Opinion of Counsel to the effect that any such proposed amendment is authorized and complies with the provisions of this Funding Loan

Agreement and is a legal, valid and binding obligation of the parties thereto, subject to normal exceptions relating to bankruptcy, insolvency and equitable principles limitations.

ARTICLE XI

THE FISCAL AGENT

Section 11.1. Appointment of Fiscal Agent; Acceptance. The Governmental Lender hereby appoints Fiscal Agent as fiscal agent hereunder. The Fiscal Agent shall signify its acceptance of the duties and obligations imposed upon it by this Funding Loan Agreement by executing this Funding Loan Agreement.

Section 11.2. Certain Duties and Responsibilities of Fiscal Agent.

(a) The Fiscal Agent undertakes to perform such duties and only such duties as are specifically set forth in this Funding Loan Agreement, and no implied covenants or obligations shall be read into this Funding Loan Agreement against the Fiscal Agent.

(b) If an event of default exists hereunder or under any Borrower Loan Document, the Fiscal Agent shall exercise such of the rights and powers vested in it by this Funding Loan Agreement, and exercise any rights or duties or remedies solely at the written direction of the Funding Lender.

(c) No provision of this Funding Loan Agreement shall be construed to relieve the Fiscal Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, in each case, as finally adjudicated by a court of law, except that:

(i) This subsection shall not be construed to limit the effect of subsection (a) of this Section;

(ii) The Fiscal Agent shall not be liable for any error of judgment made in good faith, unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts;

(iii) The Fiscal Agent shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Funding Lender relating to the time, method and place of conducting any proceeding for any remedy available to the Fiscal Agent, or exercising any power conferred upon the Fiscal Agent under this Funding Loan Agreement; and

(iv) No provision of this Funding Loan Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it in its sole discretion.

(v) Subject to its rights to indemnification pursuant to Section 11.4 hereof, the Fiscal Agent is directed to enter into the Borrower Loan Documents to which it is a party and other related documents, solely in its capacity as Fiscal Agent.

(d) Whether or not therein expressly so provided, every provision of this Funding Loan Agreement and the other Funding Loan Documents relating to the conduct or affecting the

liability of or affording protection to the Fiscal Agent shall be subject to the provisions of this Section.

(e) The Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Funding Loan Agreement; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Funding Loan Agreement.

(f) The permissive rights of the Fiscal Agent to do things enumerated in this Funding Loan Agreement shall not be construed as a duty.

(g) The rights of the Fiscal Agent and limitations of liability enumerated herein and in Section 11.4 shall extend to actions taken or omitted in its role as assignee of the Governmental Lender under the Borrower Loan Agreement and the other Funding Loan Documents.

Section 11.3. Notice of Defaults. Upon the occurrence of any default hereunder or under any Borrower Loan Document and provided that a Responsible Officer of the Fiscal Agent has actual knowledge or has received Written Notice of the existence of such default, promptly, and in any event within 15 days, the Fiscal Agent shall transmit to the Governmental Lender, the Borrower, the Equity Investor, the Servicer, if any, and the Funding Lender, in the manner and at the addresses for notices set forth in Section 12.1 hereof, notice of such default hereunder known to the Fiscal Agent pursuant to Section 11.4(g) hereof, unless such default shall have been cured or waived.

Section 11.4. Certain Rights of Fiscal Agent. Except as otherwise provided in Section 11.1 hereof:

(a) The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, debenture, coupon or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) Any request or direction of the Governmental Lender mentioned herein shall be sufficiently evidenced by a certificate or order executed by an Authorized Governmental Lender Representative;

(c) Whenever in the administration of this Funding Loan Agreement or any Borrower Loan Document the Fiscal Agent shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Fiscal Agent (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a Written Certificate of the Governmental Lender, the Funding Lender, the Servicer or the Borrower, as appropriate;

(d) The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Funding Loan Agreement or any Borrower Loan Document at the request or direction of the Funding Lender, pursuant to this Funding Loan Agreement, unless the Funding Lender shall have offered to the Fiscal Agent in writing security or indemnity reasonably satisfactory to the Fiscal Agent against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction, except costs, expenses and liabilities which are adjudicated to have resulted

from its own negligence or willful misconduct, provided, that nothing contained in this subparagraph (d) shall be construed to require such security or indemnity for the performance by the Fiscal Agent of its obligations under Article VIII hereof;

(e) The Fiscal Agent 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, note, debenture, coupon or other paper or document but the Fiscal Agent, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Fiscal Agent shall determine to make such further inquiry or investigation, it shall be entitled to examine the books and records of the Governmental Lender, if any, and of the Borrower, in either case personally or by agent or attorney after reasonable notice and during normal business hours;

(f) The Fiscal Agent may execute any of its powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and pay reasonable compensation thereto and the Fiscal Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Fiscal Agent may act upon the advice of counsel of its choice concerning all matters hereof and the Fiscal Agent shall not be responsible for any loss or damage resulting from any action or inaction taken in good faith reliance upon said advice; and

(g) The Fiscal Agent shall not be required to take notice or be deemed to have notice of any default hereunder or under any Borrower Loan Document except for failure by the Borrower to make payments of principal, interest, premium, if any, or Ongoing Governmental Lender Fee when due, unless a Responsible Officer of the Fiscal Agent shall be specifically notified by a Written Direction of such default by the Governmental Lender, the Servicer or the Funding Lender, and all notices or other instruments required by this Funding Loan Agreement or under any Borrower Loan Document to be delivered to the Fiscal Agent, must, in order to be effective, be delivered in writing to a Responsible Officer of the Fiscal Agent at the Office of the Fiscal Agent, and in the absence of such Written Notice so delivered the Fiscal Agent may conclusively assume there is no default as aforesaid.

Section 11.5. Not Responsible for Recitals. The recitals contained herein and in the Governmental Lender Note shall be taken as the statements of the Governmental Lender, and the Fiscal Agent assumes no responsibility for their correctness. The Fiscal Agent makes no representations as to the value or condition of the Pledged Revenues, the Security or any part thereof, or as to the title of the Governmental Lender thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Funding Loan Agreement or of the Funding Loan.

The Fiscal Agent shall have no responsibility or liability with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the funding of the Funding Loan.

The Fiscal Agent shall not be required to monitor the financial condition of the Borrower or the physical condition of the Project. Unless otherwise expressly provided, the Fiscal Agent shall be under no obligation to analyze, review or make any credit decisions with respect to any financial statements, reports, notices, certificates or documents received hereunder but shall hold such financial statements reports, notices, certificates and documents solely for the benefit of, and review by, the Funding Lender and such other parties to whom the Fiscal Agent may provide such information pursuant to this Funding Loan Agreement.

The Fiscal Agent makes no representations as to and shall have no responsibility for the sufficiency of the insurance required under any of the Borrower Loan Documents.

Section 11.6. May Hold Funding Loan. The Fiscal Agent in its individual or any other capacity may become the owner or pledgee of the Funding Loan and may otherwise deal with the Governmental Lender, the Funding Lender and the Borrower with the same rights it would have if it were not Fiscal Agent.

Section 11.7. Moneys Held Hereunder. Moneys held by the Fiscal Agent hereunder need not be segregated from other funds except to the extent required by law. The Fiscal Agent shall be under no liability for interest on any moneys received by it hereunder except as otherwise provided herein.

Section 11.8. Compensation and Reimbursement. Under the Borrower Loan Agreement, the Borrower has agreed to, except as otherwise expressly provided herein, pay the Fiscal Agent's Fees and to reimburse the Fiscal Agent as provided in this Funding Loan Agreement or the Borrower Loan Agreement, upon its request for all reasonable expenses, disbursements and advances incurred or made by the Fiscal Agent in accordance with any provision of this Funding Loan Agreement (including the reasonable fees, expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Fiscal Agent's negligence or willful misconduct, both as finally adjudicated by a court of law.

When the Fiscal Agent incurs expenses or renders service in connection with any bankruptcy or insolvency proceeding, such expenses (including the fees and expenses of its counsel) and the compensation for such services are intended to constitute expenses of administration under any bankruptcy law or law relating to creditors rights generally.

(a) The Governmental Lender has no obligation to pay the Fiscal Agent for services rendered.

(b) As security for the performance of the obligations of the Borrower under this Section and for the payment of such compensation, expenses, reimbursements and indemnity, the Fiscal Agent shall have the right to use and apply any moneys held by it as Pledged Revenues.

(c) The Fiscal Agent's rights to compensation and reimbursement shall survive its resignation or removal, the payment of the Funding Loan or the Borrower Loan or the release of this Funding Loan Agreement.

Section 11.9. Fiscal Agent Required; Eligibility. Any successor Fiscal Agent shall at all times be a trust company, a state banking corporation or a national banking association with the authority to accept trusts in the State approved in writing by the Governmental Lender and either (a) have a combined capital and surplus of at least \$50,000,000 as set forth in its most recent published annual report of condition, (b) be a wholly owned subsidiary of a bank holding company, or a wholly owned subsidiary of a company that is a wholly owned subsidiary of a bank holding company, having a combined capital and surplus of at least \$50,000,000 as set forth in its most recent published annual report of condition, have at least \$500,000,000 of trust assets under management and have a combined capital and surplus of at least \$2,000,000 as set forth in its most recent published annual report of condition, or (c) be otherwise acceptable to the Funding Lender in its sole and absolute discretion.

Section 11.10. Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Fiscal Agent hereunder and no appointment of a successor Fiscal Agent pursuant to this Article shall become effective until the written acceptance by the successor Fiscal Agent of such appointment.

(b) The Fiscal Agent may resign at any time by giving 60 days' Written Notice thereof to the Governmental Lender, the Borrower, the Servicer, if any, and the Funding Lender. If an instrument of acceptance by a successor Fiscal Agent shall not have been delivered to the Fiscal Agent within 30 days after the giving of such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor Fiscal Agent.

(c) The Fiscal Agent may be removed at any time with 30 days' notice by (i) the Governmental Lender, (ii) the Borrower (unless the Borrower is in default under any of the Borrower Loan Documents), subject to applicable notice and cure periods, with the Written Consent of the Funding Lender and the Governmental Lender, or (iii) the Funding Lender with the Written Consent of the Governmental Lender and Written Notice delivered to the Fiscal Agent and the Borrower.

(d) If the Fiscal Agent shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the Office of the Fiscal Agent for any cause, the Governmental Lender shall promptly appoint a successor Fiscal Agent, with the consent of the Funding Lender, which consent shall not be unreasonably withheld, and so long as the Borrower is not then in default under the Borrower Loan Agreement or the Regulatory Agreement, which successor Fiscal Agent is reasonably acceptable to the Borrower. In case all or substantially all of the Pledged Revenues and Security shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee may similarly appoint a successor to fill such vacancy until a new Fiscal Agent shall be so appointed by the Governmental Lender. If, within 60 days after such resignation, removal or incapability or the occurrence of such vacancy, the Governmental Lender has failed to so appoint a successor Fiscal Agent, then a successor Fiscal Agent shall be appointed by the Funding Lender (from any of the institutions approved by the Governmental Lender to serve as a fiscal agent or trustee) with Written Notice thereof delivered to the Governmental Lender, the Borrower, the Servicer, if any, and the retiring Fiscal Agent, and the successor Fiscal Agent so appointed shall, forthwith upon its acceptance of such appointment, become the successor Fiscal Agent and supersede the successor Fiscal Agent appointed by such receiver or Fiscal Agent. If no successor Fiscal Agent shall have been appointed by the Governmental Lender or the Funding Lender and accepted appointment in the manner hereinafter provided, the Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor Fiscal Agent.

(e) The retiring Fiscal Agent shall cause Written Notice of each resignation and each removal of the Fiscal Agent and each appointment of a successor Fiscal Agent to be provided to the Funding Lender. Each notice shall include the name of the successor Fiscal Agent and the address of the office of the successor Fiscal Agent.

Section 11.11. Acceptance of Appointment by Successor.

(a) Every successor Fiscal Agent appointed hereunder shall execute, acknowledge and deliver to the Governmental Lender and to the retiring Fiscal Agent an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Fiscal Agent shall become effective and such successor Fiscal Agent, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers and duties of the retiring

Fiscal Agent; notwithstanding the foregoing, on request of the Governmental Lender or the successor Fiscal Agent, such retiring Fiscal Agent shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Fiscal Agent all the estates, properties, rights, powers and trusts of the retiring Fiscal Agent, and shall duly assign, transfer and deliver to such successor Fiscal Agent all property and money held by such retiring Fiscal Agent hereunder. Upon request of any such successor Fiscal Agent, the Governmental Lender shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Fiscal Agent all such estates, properties, rights and powers.

(b) No successor Fiscal Agent shall accept its appointment unless at the time of such acceptance such successor Fiscal Agent shall be qualified and eligible under this Article, to the extent operative.

Section 11.12. Merger, Conversion, Consolidation or Succession to Business. Any corporation into which the Fiscal Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Fiscal Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Fiscal Agent, shall be the successor of the Fiscal Agent hereunder, provided such corporation shall be otherwise qualified and eligible under this Article, to the extent operative, without the execution or filing of any paper or any further act on the part of any of the parties hereto. Notwithstanding the foregoing, any such successor Fiscal Agent shall cause Written Notice of such succession to be delivered to the Funding Lender within 30 days of such succession.

Section 11.13. Appointment of Co-Fiscal Agent. It is recognized that in case of litigation under this Funding Loan Agreement, the Borrower Loan Agreement, any other Borrower Loan Document or the Regulatory Agreement, and in particular in case of the enforcement of any of them on default, or in case the Fiscal Agent deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Fiscal Agent or hold title to the properties, as herein provided, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Fiscal Agent appoint an additional individual or institution as a separate or co-fiscal agent. The following provisions of this Section are adopted to these ends.

The Fiscal Agent is hereby authorized to appoint an additional individual or institution as a separate or co-fiscal agent hereunder, upon Written Notice to the Governmental Lender, the Funding Lender and the Borrower, and with the consent of the Governmental Lender and the Funding Lender, but without the necessity of further authorization or consent, in which event each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Funding Loan Agreement, any Borrower Loan Document, the Regulatory Agreement or the Borrower Loan Agreement to be exercised by or vested in or conveyed to the Fiscal Agent with respect thereto shall be exercisable by and vest in such separate or co-fiscal agent but only to the extent necessary to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-fiscal agent shall run to and be enforceable by either of them.

Should any instrument in writing from the Governmental Lender be required by the separate fiscal agent or co-fiscal agent appointed by the Fiscal Agent for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, duties and obligations, any and all such instruments in writing shall, on request of the Fiscal Agent, be executed, acknowledged and delivered by the Governmental Lender. In case any separate fiscal agent or co-fiscal agent, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, duties and obligations of such separate

fiscal agent or co-fiscal agent, so far as permitted by law, shall vest in and be exercised by the Fiscal Agent until the appointment of a successor to such separate fiscal agent or co fiscal agent.

Section 11.14. Loan Servicing. The Governmental Lender and the Fiscal Agent acknowledge that the Funding Lender shall have the right to appoint a Servicer to service and administer the Funding Loan and the Borrower Loan as set forth in a Servicing Agreement. The Governmental Lender and the Fiscal Agent shall not be responsible for monitoring the performance of any Servicer or for any acts or omissions of such Servicer. The Funding Lender may, in its sole discretion, terminate or replace the Servicer.

Section 11.15. No Recourse Against Officers or Employees of Fiscal Agent. No recourse with respect to any claim related to any obligation, duty or agreement contained in this Funding Loan Agreement or any other Funding Loan Document shall be had against any officer or employee, as such, of the Fiscal Agent, it being expressly understood that the obligations, duties and agreements of the Fiscal Agent contained in this Funding Loan Agreement and the other Funding Loan Documents are solely corporate in nature.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Notices. All notices, demands, requests and other communications required or permitted to be given by any provision of this Funding Loan Agreement shall be in writing and sent by first class, regular, registered or certified mail, commercial delivery service, overnight courier, telegraph, telex, telecopier or facsimile transmission, air or other courier, hand delivery to the party to be notified addressed as follows:

If to the Fiscal Agent:

U.S. Bank National Association
One California Street, Suite 1000
Mail Code-SF-CA-SFCT
San Francisco, California 94111
Attention: Francine Rockett, Vice President
Facsimile: (415) 677-3769

If to the Governmental Lender:

County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, California 94553
Attention: Assistant Deputy Director
Telephone: (925) 674-7888
Facsimile: (925) 674-7258

If to the Borrower:

Heritage Point A/G, L.P.
c/o Community Housing Development Corporation of
North Richmond
1535A Fred Jackson Way
Richmond, California 94801
Attention: Executive Director

with a copy to:

Gubb & Barshay LLP
505 14th Street, Suite 450
Oakland, California 94612
Attention: Scott Barshay, Esq.
Phone: (415) 781-6600
Facsimile: (415) 781-6967

If to the Equity Investor:

Raymond James California Housing Opportunities
Fund VI L.L.C.
c/o Raymond James Tax Credit Funds, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Attention: Steven J. Kropf, President
Email: steve.kropf@raymondjames.com

with a copy to:

Bocarsly, Emden, Cowan, Esmail & Arndt, LLP
633 West Fifth Street, 64th Floor
Los Angeles, California 90071
Attention: Kyle Arndt, Esq.
Phone: (213) 239-8048
Email: karndt@bocarsly.com

If to the Funding Lender:

Citibank, N.A.
388 Greenwich Street, 8th Floor
New York, New York 10013
Attention: Transaction Management Group
Deal ID # _____
Facsimile: (212) 723-8209

and to:

Citibank, N.A.
325 East Hillcrest Drive, Suite 160
Thousand Oaks, California 91360
Attention: Operations Manager / Asset Manager
Deal ID # _____
Facsimile: (805) 557-0924

prior to the Conversion Date, with a
copy to:

Citibank, N.A.
One Sansome Street, 27th Floor
San Francisco, California 94104
Attention: Account Specialist
Deal ID# _____
Facsimile: (415) 445-9965

following the Conversion Date with a
copy to:

Citibank, N.A., ISAOA
c/o Berkadia Commercial Servicing Department
323 Norristown Road, Suite 300
Ambler, Pennsylvania 19002
Attention: Relations Manager
Deal ID# _____
Facsimile: (215) 328-0305

and a copy of any notices of default
sent to:

Citibank, N.A.
388 Greenwich Street
New York, New York 10013
Attention: General Counsel's Office
Deal ID# _____
Facsimile: (646) 291-5754

Any such notice, demand, request or communication shall be deemed to have been given and received for all purposes under this Funding Loan Agreement: (i) three Business Days after the same is deposited in any official depository or receptacle of the United States Postal Service first class, or, if applicable, certified mail, return receipt requested, postage prepaid; (ii) on the date of transmission when delivered by telecopier or facsimile transmission, telex, telegraph or other telecommunication device, provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day; (iii) on the next Business Day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and (iv) on the date of actual delivery to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a Business Day, such notice, demand, request or communication shall be deemed to have been given and received on the next Business Day. Any facsimile signature by a Person on a document, notice, demand, request or communication required or permitted by this Funding Loan Agreement shall constitute a legal, valid and binding execution thereof by such Person.

Any party to this Funding Loan Agreement may change such party's address for the purpose of notice, demands, requests and communications required or permitted under this Funding Loan Agreement by providing written notice of such change of address to all of the parties by written notice as provided herein.

Section 12.2. Term of Funding Loan Agreement. This Funding Loan Agreement shall be in full force and effect until all payment obligations of the Governmental Lender hereunder have been paid in full and the Funding Loan has been retired or the payment thereof has been provided for; except that on and after payment in full of the Governmental Lender Note, this Funding Loan Agreement shall be terminated, without further action by the parties hereto.

Section 12.3. Successors and Assigns. All covenants and agreements in this Funding Loan Agreement by the Governmental Lender shall bind its successors and assigns, whether so expressed or not.

Section 12.4. Legal Holidays. In any case in which the date of payment of any amount due hereunder or the date on which any other act is to be performed pursuant to this Funding Loan Agreement shall be a day that is not a Business Day, then payment of such amount or such act need not be made on such date but may be made on the next succeeding Business Day, and such later payment or such act shall have the same force and effect as if made on the date of payment or the date fixed for prepayment or the date fixed for such act, and no additional interest shall accrue for the period from and after such date and prior to the date of payment.

Section 12.5. Governing Law. This Funding Loan Agreement shall be governed by and shall be enforceable in accordance with the laws of the State applicable to contracts made and performed in the State.

Section 12.6. Severability. If any provision of this Funding Loan Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining

portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation or agreement contained in the Governmental Lender Note or in this Funding Loan Agreement shall for any reason be held to be usurious or in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Governmental Lender or the Funding Lender only to the full extent permitted by law.

Section 12.7. Execution in Several Counterparts. This Funding Loan Agreement may be contemporaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

Section 12.8. Nonrecourse Obligation of the Borrower. Except as otherwise provided in the Borrower Loan Agreement, any obligations of the Borrower under this Funding Loan Agreement are without recourse to the Borrower or to the Borrower's partners or members, as the case may be, and the provisions of Section 11.1 of the Borrower Loan Agreement are by this reference incorporated herein.

Section 12.9. Waiver of Trial by Jury. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF BORROWER, THE GOVERNMENTAL LENDER AND THE FUNDING LENDER (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS FUNDING LOAN AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

IF FOR ANY REASON THIS WAIVER IS DETERMINED TO BE UNENFORCEABLE, ALL DISPUTES WILL BE RESOLVED BY JUDICIAL REFERENCE PURSUANT TO THE PROCEDURES SET FORTH IN THE SECURITY INSTRUMENT.

Section 12.10. Electronic Transactions. The transactions described in this Funding Loan Agreement may be conducted and related documents and may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12.11. Reference Date. This Funding Loan Agreement is dated for reference purposes only as of the first day of December, 2017.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Funding Lender and the Governmental Lender have caused this Funding Loan Agreement to be duly executed as of the date first written above.

FUNDING LENDER:

CITIBANK, N.A.

By: _____
Merle Malakoff,
Vice President

GOVERNMENTAL LENDER:

COUNTY OF CONTRA COSTA, CALIFORNIA

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

FISCAL AGENT:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Francine Rockett,
Vice President

03007.41:J14860

[Signature Page to Funding Loan Agreement – Heritage Point Apartments]

EXHIBIT A

FORM OF GOVERNMENTAL LENDER NOTE

THIS NOTE MAY BE OWNED ONLY BY AN APPROVED TRANSFEREE IN ACCORDANCE WITH THE TERMS OF THE FUNDING LOAN AGREEMENT, AND THE HOLDER HEREOF, BY THE ACCEPTANCE OF THIS GOVERNMENTAL LENDER NOTE (A) REPRESENTS THAT IT IS AN APPROVED TRANSFEREE AND (B) ACKNOWLEDGES THAT IT CAN ONLY TRANSFER THIS GOVERNMENTAL LENDER NOTE TO ANOTHER APPROVED TRANSFEREE IN ACCORDANCE WITH THE TERMS OF THE FUNDING LOAN AGREEMENT.

COUNTY OF CONTRA COSTA, CALIFORNIA
MULTIFAMILY HOUSING REVENUE NOTE
(HERITAGE POINT APARTMENTS),
SERIES 2017C

\$ _____

December __, 2017

FOR VALUE RECEIVED, the undersigned COUNTY OF CONTRA COSTA, CALIFORNIA ("Obligor") promises to pay to the order of CITIBANK, N.A. ("Holder") the maximum principal sum of _____ MILLION _____ HUNDRED _____ THOUSAND AND 00/100 DOLLARS (\$ _____), on _____ 1, ____, or earlier as provided herein, together with interest thereon at the rates, at the times and in the amounts provided below.

Obligor shall pay to the Holder on or before each date on which payment is due under that certain Funding Loan Agreement, dated as of December 1, 2017 (the "Funding Loan Agreement"), among Obligor, U.S. Bank National Association, as Fiscal Agent (the "Fiscal Agent") and Holder an amount in immediately available funds sufficient to pay the principal amount of and Prepayment Premium, if any, on the Funding Loan then due and payable, whether by maturity, acceleration, prepayment or otherwise. In the event that amounts held derived from proceeds of the Borrower Loan, condemnation awards or insurance proceeds or investment earnings thereon are applied to the payment of principal due on the Funding Loan in accordance with the Funding Loan Agreement, the principal amount due hereunder shall be reduced to the extent of the principal amount of the Funding Loan so paid. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Funding Loan Agreement.

Obligor shall pay to the Holder on or before each date on which interest on the Funding Loan is payable interest on the unpaid balance hereof in an amount in immediately available funds sufficient to pay the interest on the Funding Loan then due and payable in the amounts and at the rate or rates set forth in the Funding Loan Agreement.

The Funding Loan and this Governmental Lender Note are pass-through obligations relating to a construction and permanent loan (the "Borrower Loan") made by Obligor from proceeds of the Funding Loan to Heritage Point A/G, L.P., a California limited partnership, as borrower (the "Borrower"), under that certain Borrower Loan Agreement, dated as of December 1, 2017, (as the same may be modified, amended or supplemented from time to time, the "Borrower Loan Agreement"), between the Obligor and the Borrower, evidenced by the Borrower Note (as defined in the Borrower Loan Agreement). Reference is made to the Borrower Loan Agreement and to the Borrower Note for complete payment and prepayment

terms of the Borrower Note, payments on which are passed-through under the Governmental Lender Note.

This Governmental Lender Note is a limited obligation of the Obligor, payable solely from the Pledged Revenues and other funds and moneys and Security pledged and assigned under the Funding Loan Agreement. None of the Governmental Lender, the State, or any political subdivision thereof (except the Governmental Lender, to the limited extent set forth herein) nor any public agency shall in any event be liable for the payment of the principal of, premium (if any) or interest on the Funding Loan or for the performance of any pledge, obligation or agreement of any kind whatsoever with respect thereto except as set forth herein and in the Funding Loan Agreement, and none of the Funding Loan or the Governmental Lender Note or any of the Governmental Lender's agreements or obligations with respect to the Funding Loan or this Governmental Lender Note shall be construed to constitute an indebtedness of or a pledge of the faith and credit of or a loan of the credit of or a moral obligation of any of the foregoing within the meaning of any constitutional or statutory provision whatsoever. The Governmental Lender has no taxing power.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Funding Loan Agreement or in the Borrower Loan Agreement.

This Governmental Lender Note is subject to the express condition that at no time shall interest be payable on this Governmental Lender Note or the Funding Loan at a rate in excess of the Maximum Rate provided in the Funding Loan Agreement; and Obligor shall not be obligated or required to pay, nor shall the Holder be permitted to charge or collect, interest at a rate in excess of such Maximum Rate. If by the terms of this Governmental Lender Note or of the Funding Loan Agreement, Obligor is required to pay interest at a rate in excess of such Maximum Rate, the rate of interest hereunder or thereunder shall be deemed to be reduced immediately and automatically to such Maximum Rate, and any such excess payment previously made shall be immediately and automatically applied to the unpaid balance of the principal sum hereof and not to the payment of interest.

Amounts payable hereunder representing late payments, penalty payments or the like shall be payable to the extent allowed by law.

This Governmental Lender Note is subject to all of the terms, conditions, and provisions of the Funding Loan Agreement, including those respecting prepayment and the acceleration of maturity and those respecting limitations of liability in Article V of the Funding Loan Agreement.

If there is an Event of Default under the Funding Loan Documents, then in any such event and subject to the requirements set forth in the Funding Loan Agreement, the Holder may declare the entire unpaid principal balance of this Governmental Lender Note and accrued interest, if any, due and payable at once. All of the covenants, conditions and agreements contained in the Funding Loan Documents are hereby made part of this Governmental Lender Note.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Governmental Lender Note or the Funding Loan Documents shall operate as a waiver of such remedy, right or option. In any event a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion. The rights, remedies and options of the Holder under this Governmental Lender Note and the Funding Loan Documents are and shall be cumulative and are in addition to all of the rights, remedies and options of the Holder at law or in equity or under any other agreement.

Obligor shall pay all costs of collection on demand by the Holder, including without limitation, reasonable attorneys' fees and disbursements, which costs may be added to the indebtedness hereunder, together with interest thereon, to the extent allowed by law, as set forth in the Funding Loan Agreement.

This Governmental Lender Note may not be changed orally. Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived. The acceptance by the Holder of any amount after the same is due shall not constitute a waiver of the right to require prompt payment, when due, of all other amounts due hereunder. The acceptance by the Holder of any sum in an amount less than the amount then due shall be deemed an acceptance on account only and upon condition that such acceptance shall not constitute a waiver of the obligation of Obligor to pay the entire sum then due, and Obligor's failure to pay such amount then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid. Consent by the Holder to any action of Obligor which is subject to consent or approval of the Holder hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions.

This Governmental Lender Note (and the Funding Loan that it represents), is transferable by the registered owner hereof, but only in the manner, subject to the limitations and upon payment of the charges provided in the Funding Loan Agreement. Upon such transfer a new fully registered Governmental Lender Note will be issued to the transferee in exchange herefor. The Obligor, the Funding Lender and the Fiscal Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the Obligor and the Funding Lender shall not be affected by any notice to the contrary.

The Obligor 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 the issuance of this Governmental Lender Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State (including the Act) and that the amount of this Governmental Lender Note, together with all other indebtedness of the Obligor, does not exceed any limit prescribed by the Constitution or laws of the State.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Governmental Lender Note by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

OBLIGOR:

COUNTY OF CONTRA COSTA,
CALIFORNIA

By: _____
Candace Andersen,
Chair of the Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Governmental Lender Note is the Governmental Lender Note described in the within mentioned Funding Loan Agreement.

Date of Authentication: _____

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Its: _____

[signature page to Governmental Lender Note – Heritage Point Apartments]

EXHIBIT B

FORM OF REQUIRED TRANSFEREE REPRESENTATIONS

December __, 2017

The undersigned, as holder (the "Holder") of a loan (the "Funding Loan") in the maximum principal amount of \$_____ from CITIBANK, N.A. ("Funding Lender") to COUNTY OF CONTRA COSTA, CALIFORNIA ("Governmental Lender") pursuant to a Funding Loan Agreement dated as of December 1, 2017 (the "Funding Loan Agreement") among the Funding Lender, the Governmental Lender and U.S. Bank National Association, as Fiscal Agent (the "Funding Loan"), evidenced by the County of Contra Costa, California Multifamily Housing Revenue Note (Heritage Point Apartments), Series 2017C (the "Governmental Lender Note"), or an interest therein, hereby represents that:

1. The Holder has sufficient knowledge and experience in financial and business matters with respect to the evaluation of residential real estate developments such as the Project to be able to evaluate the risk and merits of the investment represented by the Funding Loan. We are able to bear the economic risks of such investment.

2. The Holder acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and the Holder has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Governmental Lender, the Project, the use of proceeds of the Funding Loan and the Funding Loan and the security therefor so that, as a reasonable investor, the Holder has been able to make its decision to [extend/purchase] the Funding Loan [or an interest therein]. The Holder acknowledges that it has not relied upon any representations or opinions of the Governmental Lender relating to the legal consequences to the Funding Lender or other aspects of its making the Funding Loan and acquiring the Governmental Lender Note, nor has it looked to, nor expected, the Governmental Lender to undertake or require any credit investigation or due diligence reviews relating to the Borrower, its financial condition or business operations, the Project (including the financing or management thereof), or any other matter pertaining to the merits or risks of the transactions contemplated by the Funding Loan Agreement and the Borrower Loan Agreement, or the adequacy of the funds pledged to the Funding Lender to secure repayment of the Governmental Lender Note.

3. The Holder is an Approved Transferee.

4. The Holder acknowledges that it is purchasing [an interest in] the Funding Loan for investment for its own account and not with a present view toward resale or the distribution thereof, in that it does not now intend to resell or otherwise dispose of all or any part of its interests in the Funding Loan; provided, however, that the Holder may sell or transfer the Governmental Lender Note and the Funding Loan as provided in Section 2.4 of the Funding Loan Agreement.

5. In the event any placement memorandum to be provided to any subsequent buyer or beneficial owner of such portion of the Funding Loan will disclose information with respect to the Governmental Lender other than its name, location and type of political subdivision and general information with respect to the Funding Loan and Borrower Loan and related documents, the Holder will provide the Governmental Lender with a draft of such placement memorandum and the Governmental Lender shall have the right to approve any

description of the Governmental Lender therein (which approval shall not be unreasonably withheld).

6. The Holder understands that (a) the Funding Loan is a limited obligation of the Governmental Lender; payable solely from funds and moneys pledged and assigned under the Funding Loan Agreement, and that the liabilities and obligations of the Governmental Lender with respect to the Funding Loan are expressly limited as set forth in the Funding Loan Agreement and related documents, (b) the Governmental Lender Note is not secured by any pledge of any moneys received or to be received from taxation by the State of California or any political subdivision thereof, and (c) the Governmental Lender Note does not and will not represent or constitute a general obligation or a pledge of the faith and credit of the Governmental Lender or the State of California or any political subdivision thereof.

7. The Holder is familiar with the conditions, financial and otherwise, of the Borrower and understands that the Borrower has no significant assets other than the Project, revenues from which shall be the primary source of repayment of the Governmental Lender Note and the Funding Loan. The Holder has been provided an opportunity to ask questions of, and the Holder has received answers from, representatives of the Borrower and others regarding the terms and conditions of the Funding Loan. The Holder has obtained all information requested by it in connection with the Funding Loan as it regards necessary to evaluate all merits and risks of its investment. The Holder has reviewed the documents executed in conjunction with the Funding Loan, including the Funding Loan Agreement and the Borrower Loan Agreement.

8. The Holder 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 Holder. The Holder has entered into no arrangements with the Borrower or with any affiliate thereof in connection with the Funding Loan Documents, other than as disclosed in writing to the Governmental Lender.

9. The Holder has authority to purchase the Governmental Lender Note and to execute this letter and any other instruments and documents required to be executed by the Holder in connection with its purchase of the Governmental Lender Note. The undersigned is a duly appointed, qualified, and acting officer of the Holder and is authorized to cause the Holder to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Holder.

10. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Funding Loan Agreement.

[____], as Holder

By _____
Name _____
Its _____

EXHIBIT C

FORM OF WRITTEN REQUISITION OF THE BORROWER – PROJECT FUND

Draw # _____

To: U.S. Bank National Association, as fiscal agent (the “Fiscal Agent”) under that certain Funding Loan Agreement, dated as of December 1, 2017, among Citibank, N.A., as Funding Lender, the County of Contra Costa, California, as Governmental Lender, and the Fiscal Agent (the “Funding Loan Agreement”), pursuant to which the County of Contra Costa, California, Multifamily Housing Revenue Note (Heritage Point Apartments), Series 2017C (the “Governmental Lender Note”) was issued.

1. You are requested to disburse funds from the Project Fund pursuant to Section 7.7 of the Funding Loan Agreement in the amount(s), to the person(s) and for the purpose(s) set forth on Schedule I attached hereto and incorporated herein by reference. An invoice or other appropriate evidence of the obligations described on Schedule I is attached hereto.

2. The undersigned certifies that:

(i) there has been received no notice (A) of any lien, right to lien or attachment upon, or claim affecting the right of the payee to receive payment of, any of the moneys payable under such requisition to any of the persons, firms or corporations named therein, and (B) that any materials, supplies or equipment covered by such requisition are subject to any lien or security interest, or if any notice of any such lien, attachment, claim or security interest has been received, such lien, attachment, claim or security interest has been released, discharged, insured or bonded over or will be released, discharged, insured or bonded over upon payment of the requisition;

(ii) such requisition contains no items representing payment on account of any percentage entitled to be retained at the date of the certificate;

(iii) the obligation stated on the requisition has been incurred in or about the construction or equipping of the Project, each item is a proper charge against the Project Fund, and the obligation has not been the basis for a prior requisition that has been paid;

(iv) such requisition contains no items representing any Costs of Issuance or any other amount constituting an issuance cost under Section 147(g) of the Code, unless such item is being paid solely from the Equity Account of the Project Fund;

(v) not less than 97% of the sum of: (A) the amounts requisitioned by this Requisition to be funded with the proceeds of the Governmental Lender Note plus (B) all amounts allocated to the Governmental Lender Note previously disbursed from the Note Proceeds Account of the Project Fund, have been or will be applied by the Borrower to pay Qualified Project Costs;

(vi) to the undersigned’s current, actual knowledge, as of the date hereof no event or condition has happened or is happening or exists that constitutes, or that with notice or lapse of time or both, would constitute, an Event of Default under the Funding Loan Agreement; and

(vii) attached as Schedule I to this Requisition is an exhibit that allocates the amount requested hereby from each account of the Project Fund among the sources for payment.

Dated: _____

HERITAGE POINT A/G, L.P.,
a California limited partnership

By: Heritage Point A/G LLC,
a California limited liability company
its general partner

By: Community Housing Development
Corporation of North Richmond,
a California nonprofit public benefit
corporation, its sole member / manager

By: _____
Donald Gilmore, Executive Director

Approved by:
CITIBANK, N.A.,
as Funding Lender

By: _____
Authorized Signer

Schedule I
Payment Instructions

BORROWER LOAN AGREEMENT

between the

**COUNTY OF CONTRA COSTA, CALIFORNIA,
as Governmental Lender**

and

**HERITAGE POINT A/G, L.P.,
A CALIFORNIA LIMITED PARTNERSHIP,
as Borrower**

dated as of December 1, 2017

relating to:

\$ _____

**Funding Loan originated by CITIBANK, N.A., as Funding Lender
from the proceeds of the
County of Contra Costa, California
Multifamily Housing Revenue Note
(Heritage Point Apartments), Series 2017C**

The interest of the Governmental Lender in this Borrower Loan Agreement (except for certain rights described herein) has been pledged and assigned to Citibank, N.A., as funding lender (the "Funding Lender"), under that certain Funding Loan Agreement, of even date herewith, by and among the County of Contra Costa, California (the "Governmental Lender"), U.S. Bank National Association, as Fiscal Agent and the Funding Lender, under which the Funding Lender is originating a loan to the Governmental Lender the proceeds of which are to be used to fund the Borrower Loan made under this Borrower Loan Agreement.

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BORROWER LOAN AGREEMENT

This Borrower Loan Agreement, dated as of December 1, 2017 (this “**Borrower Loan Agreement**”) is entered into by the County of Contra Costa, California, a political subdivision and body corporate and politic, organized and existing under the laws of the State of California (together with its successors and assigns, the “**Governmental Lender**”), and Heritage Point A/G, L.P., a California limited partnership (together with its successors and assigns, the “**Borrower**”).

RECITALS:

WHEREAS, the Governmental Lender is a political subdivision and body, corporate and politic, duly organized and validly existing under the laws of the State of California; and

WHEREAS, the Governmental Lender is empowered pursuant to Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code (the “**Act**”) to: (a) make loans to any person to provide financing for residential rental developments located within the jurisdiction of the Governmental Lender, and intended to be occupied in part or in whole by persons of low and moderate income; (b) borrow funds for the purpose of obtaining moneys to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with any such borrowing by the Governmental Lender; and (c) pledge all or any part of the revenues, receipts or resources of the Governmental Lender, including the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Governmental Lender in order to secure the repayment of any such borrowing by the Governmental Lender; and

WHEREAS, the Borrower has applied to the Governmental Lender for a loan (the “**Borrower Loan**”), to finance costs of the acquisition and construction of a 42-unit multifamily residential rental project to be located at northeast corner of Fred Jackson Way and Chesley Avenue in the unincorporated area of the County of Contra Costa, California, and to be known as Heritage Point Apartments; and

WHEREAS, the Borrower’s repayment obligations under this Borrower Loan Agreement are evidenced by the Borrower Note, as defined herein; and

WHEREAS, the Borrower has requested that the Governmental Lender enter into that certain Funding Loan Agreement, of even date herewith (the “**Funding Loan Agreement**”), among the Governmental Lender, U.S. Bank National Association, as Fiscal Agent (the “**Fiscal Agent**”) and Citibank, N.A. (the “**Funding Lender**”), under which the Funding Lender will make a loan (the “**Funding Loan**”) to the Governmental Lender, the proceeds of which will be loaned under this Borrower Loan Agreement to the Borrower to finance the acquisition and construction of the Project (as defined herein); and

WHEREAS, the Borrower Loan is secured by, among other things, that certain Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (California) (as amended, restated and/or supplemented from time to time, the “**Security Instrument**”), of even date herewith and assigned to the Funding Lender to secure the Funding Loan, encumbering the Project, and will be advanced to the Borrower pursuant to this Borrower Loan Agreement and the Construction Funding Agreement (as defined herein).

A G R E E M E N T :

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS; PRINCIPLES OF CONSTRUCTION

Section 1.1. Specific Definitions. For all purposes of this Borrower Loan Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Unless specifically defined herein, all capitalized terms shall have the meanings ascribed thereto in the Security Instrument or, if not defined in the Security Instrument, in the Funding Loan Agreement.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with GAAP.

(c) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

(d) All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(e) Unless otherwise specified, (i) all references to sections and schedules are to those in this Borrower Loan Agreement, (ii) the words "hereof," "herein" and "hereunder" and words of similar import refer to this Borrower Loan Agreement as a whole and not to any particular provision, (iii) all definitions are equally applicable to the singular and plural forms of the terms defined and (iv) the word "including" means "including but not limited to."

Section 1.2. Definitions. The following terms, when used in this Borrower Loan Agreement (including when used in the above recitals), shall have the following meanings:

"**Act**" shall have the meaning given to it in the recitals to this Borrower Loan Agreement.

"**Act of Bankruptcy**" shall mean the filing of a petition in bankruptcy (or any other commencement of a bankruptcy or similar proceeding) under any applicable bankruptcy, insolvency, reorganization, or similar law, now or hereafter in effect; provided that, in the case of an involuntary proceeding, such proceeding is not dismissed within ninety (90) days after the commencement thereof.

"**ADA**" shall have the meaning set forth in Section 4.1.38 hereof.

"**Additional Borrower Payments**" shall mean the payments payable pursuant to Section 2.5 (Additional Borrower Payments), Section 2.6 (Overdue Payments; Payments in Default), Section 3.3.3 of the Construction Funding Agreement (Borrower Loan in Balance), Section 5.14 (Expenses), and Section 10 of the Borrower Note (Voluntary and Involuntary Prepayments).

"**Agreement of Environmental Indemnification**" shall mean the Agreement of Environmental Indemnification, of even date herewith, executed by the Borrower and

Guarantor for the benefit of the Beneficiary Parties (as defined therein) any lawful holder, owner or pledgee of the Borrower Note from time to time.

“Appraisal” shall mean an appraisal of the Project and Improvements, which appraisal shall be (i) performed by a qualified appraiser licensed in the State selected by Funding Lender, and (ii) satisfactory to Funding Lender (including, without limitation, as adjusted pursuant to any internal review thereof by Funding Lender) in all respects.

“Architect” shall mean any licensed architect, space planner or design professional that Borrower may engage from time to time, with the approval of Funding Lender, to design any portion of the Improvements, including the preparation of the Plans and Specifications.

“Architect’s Agreement” means any agreement that Borrower and any Architect from time to time may execute pursuant to which Borrower engages such Architect to design any portion of the Improvements, including the preparation of the Plans and Specifications, as approved by Funding Lender.

“Authorized Borrower Representative” shall mean a person at the time designated and authorized to act on behalf of the Borrower by a written certificate furnished to the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer and containing the specimen signature of such person and signed on behalf of the Borrower by its Borrower Controlling Entity which certificate may designate one or more alternates.

“Bankruptcy Code” shall mean the United State Bankruptcy Reform Act of 1978, as amended from time to time, or any substitute or replacement legislation.

“Bankruptcy Event” shall have the meaning given to that term in the Security Instrument.

“Bankruptcy Proceeding” shall have the meaning set forth in Section 4.1.8 hereof.

“Beneficiary Parties” shall mean, collectively, the Funding Lender and the Governmental Lender.

“Borrower” shall have the meaning set forth in the first paragraph of this Borrower Loan Agreement.

“Borrower Affiliate” means, as to the Borrower, its general partner or the Guarantor, (i) any entity that directly or indirectly owns, controls, or holds with power to vote, 20 percent or more of the outstanding voting securities of Borrower, its general partner or the Guarantor, (ii) any corporation 20 percent or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by the Borrower, its general partner or the Guarantor, (iii) any partner of the Borrower, its general partner or the Guarantor, or (iv) any other person that is related (to the third degree of consanguinity) by blood or marriage to the Borrower, its general partner or the Guarantor (to the extent any of the Borrower, its general partner or the Guarantor is a natural person).

“Borrower Controlling Entity” shall mean the general partner of the Borrower.

“Borrower Deferred Equity” shall have the meaning set forth in the Construction Funding Agreement.

“Borrower Initial Equity” shall have the meaning set forth in the Construction Funding Agreement.

“Borrower Loan” shall mean the mortgage loan made by the Governmental Lender to the Borrower pursuant to this Borrower Loan Agreement, in the maximum principal amount of the Borrower Loan Amount, as evidenced by the Borrower Note.

“Borrower Loan Agreement” shall mean this Borrower Loan Agreement.

“Borrower Loan Amount” shall mean \$_____, the maximum principal amount of the Borrower Note.

“Borrower Loan Documents” shall mean this Borrower Loan Agreement, the Construction Funding Agreement, the Borrower Note, the Security Instrument, the Agreement of Environmental Indemnification, the Replacement Reserve Agreement, the Guaranty, the Contingency Draw Down Agreement, and all other documents or agreements evidencing or relating to the Borrower Loan.

“Borrower Loan Payment Date” shall mean (i) the date upon which regularly scheduled Borrower Loan Payments are due pursuant to the Borrower Note, or (ii) any other date on which the Borrower Note is prepaid or paid, whether at the scheduled maturity or upon the acceleration of the maturity thereof.

“Borrower Loan Payments” shall mean the monthly loan payments payable pursuant to the Borrower Note.

“Borrower Loan Proceeds” shall mean proceeds of the Borrower Loan, to be disbursed in accordance with Section 2.10 of this Borrower Loan Agreement and the Construction Funding Agreement.

“Borrower Note” shall mean that certain Multifamily Note dated as of the Closing Date in the maximum principal amount of the Borrower Loan Amount made by Borrower and payable to Governmental Lender, as endorsed and assigned to the Funding Lender, as it may be amended, supplemented or replaced from time to time.

“Borrower Payment Obligations” shall mean all payment obligations of the Borrower under the Borrower Loan Documents, including, but not limited to, the Borrower Loan Payments and the Additional Borrower Payments.

“Business Day” shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which the Fiscal Agent or federally insured depository institutions in New York, New York are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

“Calculation Period” shall mean three (3) consecutive full Calendar Months occurring prior to the Conversion Date, as the same may be extended in accordance with Section 3.1 hereof.

“Calendar Month” shall mean each of the twelve (12) calendar months of the year.

“CC&R’s” shall mean any covenants, conditions, restrictions, maintenance agreements or reciprocal easement agreements affecting the Project or the Mortgaged Property.

“Closing Date” means December __, 2017, the date that the initial Borrower Loan Proceeds are disbursed hereunder.

“Code” shall mean the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Collateral” shall mean all collateral described in (i) this Borrower Loan Agreement (including, without limitation, all property in which the Governmental Lender and the Funding Lender are granted a security interest pursuant to any provision of this Borrower Loan Agreement), (ii) the Security Instrument, or (iii) any other Security Document, which Collateral shall include the Project, all of which collateral is pledged and assigned to Funding Lender under the Funding Loan Agreement to secure the Funding Loan.

“Completion” shall have the meaning set forth in Section 5.25.

“Completion Date” shall have the meaning set forth in the Construction Funding Agreement.

“Computation Date” shall have the meaning ascribed thereto in Section 1.148 3(e) of the Regulations.

“Condemnation” shall mean any action or proceeding or notice relating to any proposed or actual condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Project, whether direct or indirect.

“Conditions to Conversion” shall have the meaning ascribed thereto in the Construction Funding Agreement.

“Construction Consultant” shall mean a third-party architect or engineer selected and retained by Funding Lender, at the cost and expense of Borrower, to monitor the progress of construction of the Project and to inspect the Improvements to confirm compliance with this Borrower Loan Agreement.

“Construction Contract” shall mean any agreement that Borrower and any Contractor from time to time may execute pursuant to which Borrower engages the Contractor to construct any portion of the Improvements, as approved by Funding Lender.

“Construction Funding Agreement” means that certain Construction Funding Agreement of even date herewith, between the Funding Lender, as agent for the Governmental Lender, and Borrower, pursuant to which the Borrower Loan will be advanced by the Funding Lender (or the Servicer on its behalf), as agent of the Governmental Lender, to the Borrower and setting forth certain provisions relating to disbursement of the Borrower Loan during construction, insurance and other matters, as such agreement may be amended, modified, supplemented and replaced from time to time.

“Construction Schedule” shall mean a schedule of construction progress with the anticipated commencement and completion dates of each phase of construction and the anticipated date and amounts of each Disbursement for the same, as approved by Funding Lender, as assignee of the Governmental Lender.

“Continuing Disclosure Agreement” shall mean that certain Continuing Disclosure Agreement of even date herewith, between the Borrower and the Funding Lender, pursuant to which the Borrower agrees to provide certain information with respect to the Project, the Borrower and the Funding Loan subsequent to the Closing Date, as amended, supplemented or restated from time to time.

“Contractor” shall mean any licensed general contractor or subcontractor that Borrower may directly engage from time to time, with the approval of Funding Lender, to construct any portion of the Improvements.

“Contractual Obligation” shall mean, for any Person, any debt or equity security issued by that Person, and any indenture, mortgage, deed of trust, contract, undertaking, instrument or agreement (written or oral) to which such Person is a party or by which it is bound, or to which it or any of its assets is subject.

“Conversion” shall mean Funding Lender’s determination that the Conditions to Conversion have been satisfied in accordance with the provisions of this Borrower Loan Agreement and the Construction Funding Agreement.

“Conversion Date” shall mean the date to be designated by Funding Lender once the Conditions to Conversion have been satisfied, the determination of the Permanent Period Amount has been made and any loan balancing payments in accordance with Section 3.3 hereof and the Construction Funding Agreement have been made. The Conversion Date must occur no later than the Outside Conversion Date.

“Cost Breakdown” shall mean the schedule of costs for the Improvements, as set forth in the Construction Funding Agreement, as the same may be amended from time to time with Funding Lender’s consent.

“Costs of Funding” shall mean the Governmental Lender’s Closing Fee and the fees, costs, expenses and other charges incurred in connection with the funding of the Borrower Loan and the Funding Loan, the negotiation and preparation of this Borrower Loan Agreement and each of the other Borrower Loan Documents and Funding Loan Documents and shall include, but shall not be limited to, the following: (i) counsel fees (including but not limited to Tax Counsel, counsel to the Governmental Lender, Borrower’s counsel, Fiscal Agent’s counsel and Funding Lender’s counsel); (ii) financial advisor fees incurred in connection with the closing of the Borrower Loan and the Funding Loan; (iii) Fiscal Agent fees and expenses payable on the Closing Date; (iv) printing costs (for any preliminary and final offering materials relating to the Funding Loan); (v) any recording fees; (vi) any additional fees charged by the Governmental Lender or the Fiscal Agent; and (vii) costs incurred in connection with the required public notices generally and costs of the public hearing.

“Costs of Funding Deposit” shall mean the amount required to be deposited by the Borrower with the Old Republic Title Company to pay Costs of Funding in connection with the closing of the Borrower Loan and the Funding Loan on the Closing Date.

“Cost of Improvements” shall mean the costs for the construction of the Improvements, as set forth on the Cost Breakdown.

“County” means Contra Costa County, California.

“Credit Enhancer” shall mean a government sponsored enterprise that at any time, directly or indirectly, purchases the Borrower Loan or provides credit enhancement with respect to the Borrower Loan.

“Date of Disbursement” shall mean the date of a Disbursement.

“Day” or “Days” shall mean calendar days unless expressly stated to be Business Days.

“Debt” shall mean, as to any Person, any of such Person’s liabilities, including all indebtedness (whether recourse and nonrecourse, short term and long term, direct and contingent), all committed and unfunded liabilities, and all unfunded liabilities, that would appear upon a balance sheet of such Person prepared in accordance with GAAP.

“Default Rate” shall have the meaning given to that term in the Borrower Note.

“Determination of Taxability” shall mean (i) a determination by the Commissioner or any District Director of the Internal Revenue Service, (ii) a private ruling or Technical Advice Memorandum concerning the Governmental Lender Note issued by the National Office of the Internal Revenue Service in which Governmental Lender and Borrower were afforded the opportunity to participate, (iii) a determination by any court of competent jurisdiction, (iv) the enactment of legislation or (v) receipt by the Funding Lender, at the request of the Governmental Lender, the Borrower or the Funding Lender, of an opinion of Tax Counsel, in each case to the effect that the interest on the Governmental Lender Note is includable in gross income for federal income tax purposes of any holder or any former holder of all or a portion of the Governmental Lender Note, other than a holder who is a “substantial user” of the Project or a “related person” (as such terms are defined in Section 147(a) of the Code); provided, however, that no such Determination of Taxability under clause (i) or (iii) shall be deemed to have occurred if the Governmental Lender (at the sole expense of the Borrower), the Funding Lender (at the sole expense of the Borrower) or the Borrower is contesting such determination, has elected to contest such determination in good faith and is proceeding with all applicable dispatch to prosecute such contest until the earliest of (a) a final determination from which no appeal may be taken with respect to such determination, (b) abandonment of such appeal by the Governmental Lender or the Borrower, as the case may be, or (c) one year from the date of initial determination.

“Developer Fee” shall mean the fees and/or compensation payable to Community Housing Development Corporation of North Richmond, a California nonprofit public benefit corporation, pursuant to the Development Agreement dated as of December __, 2017 between Borrower and Community Housing Development Corporation of North Richmond, which fees and/or compensation shall not be paid prior to the Conversion Date except as otherwise permitted pursuant to Section 6.13(b).

“Disbursement” means a disbursement of Borrower Loan Proceeds and Other Borrower Moneys pursuant to this Borrower Loan Agreement.

“Engineer” shall mean any licensed civil, structural, mechanical, electrical, soils, environmental or other engineer that Borrower may engage from time to time, with the approval of Funding Lender, to perform any engineering services with respect to any portion of the Improvements.

“Engineer’s Contract” shall mean any agreement that Borrower and any Engineer from time to time may execute pursuant to which Borrower engages such Engineer to perform any

engineering services with respect to any portion of the Improvements, as approved by Funding Lender.

“Equipment” shall have the meaning given to the term “Personalty” in the Security Instrument.

“Equity Contributions” shall mean the equity to be contributed by the Equity Investor to Borrower, in accordance with and subject to the terms of the Partnership Agreement.

“Equity Investor” shall mean Raymond James California Housing Opportunities Fund VI L.L.C., a Florida limited liability company, and its affiliates, successors and assigns.

“ERISA” shall mean the Employment Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated hereunder.

“ERISA Affiliate” shall mean all members of a controlled group of corporations and all trades and business (whether or not incorporated) under common control and all other entities which, together with the Borrower, are treated as a single employer under any or all of Section 414(b), (c), (m) or (o) of the Code.

“Event of Default” shall mean any Event of Default set forth in Section 8.1 of this Borrower Loan Agreement. An Event of Default shall “exist” if a Potential Default shall have occurred and be continuing beyond any applicable cure period.

“Excess Revenues” shall have the meaning ascribed thereto in Section 2.2(e) hereof.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

“Expenses of the Project” shall mean, for any period, the current expenses, paid or accrued, for the operation, maintenance and current repair of the Project, as calculated in accordance with GAAP, and shall include, without limiting the generality of the foregoing, salaries, wages, employee benefits, cost of materials and supplies, costs of routine repairs, renewals, replacements and alterations occurring in the usual course of business, costs and expenses properly designated as capital expenditures (e.g. repairs which would not be payable from amounts on deposit in a repair and replacement fund held pursuant to the Borrower Loan Documents), a management fee (however characterized) not to exceed ____% of Gross Income, costs of billings and collections, costs of insurance, and costs of audits. Expenses of the Project shall not include any payments, however characterized, on account of any subordinate financing in respect of the Project or other indebtedness, allowance for depreciation, amortization or other non-cash items, gains and losses or prepaid expenses not customarily prepaid.

“Extended Outside Conversion Date” shall have the meaning set forth in the Construction Funding Agreement.

“Fair Market Value” shall mean 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 (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) 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, (iii) the investment is a United States Treasury Security State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is an interest in any commingled investment fund in which the Governmental Lender and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of investment.

“Fiscal Agent” shall mean the Fiscal Agent from time to time under and pursuant to the Funding Loan Agreement. Initially, the Fiscal Agent is U.S. Bank National Association.

“Funding Lender” shall mean Citibank, N.A., a national banking association, in its capacity as lender under the Funding Loan.

“Funding Loan” means the Funding Loan in the maximum principal amount of \$_____ made by Funding Lender to Governmental Lender under the Funding Loan Agreement, the proceeds of which are used by the Governmental Lender to make the Borrower Loan.

“Funding Loan Agreement” means the Funding Loan Agreement, of even date herewith, among the Governmental Lender, the Fiscal Agent and the Funding Lender, as it may from time to time be supplemented, modified or amended by one or more amendments or other instruments supplemental thereto entered into pursuant to the applicable provisions thereof.

“Funding Loan Documents” shall have the meaning given to that term in the Funding Loan Agreement.

“GAAP” shall mean generally accepted accounting principles as in effect on the date of the application thereof and consistently applied throughout the periods covered by the applicable financial statements.

“General Partner” shall mean, collectively, (i) Heritage Point A/G LLC, a California limited liability company, as the general partner of the Borrower, and/or (ii) any other Person that the partners of the Borrower, with the prior written approval of the Funding Lender (or as otherwise permitted with the Funding Lender’s approval pursuant to the Borrower Loan Documents), selected to be a general partner of the Borrower.

“Governmental Authority” shall mean (i) any governmental municipality or political subdivision thereof, (ii) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body, or (iii) any court, administrative tribunal or public utility, agency, commission, office or authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise), now or hereafter in existence.

“Governmental Lender” shall have the meaning set forth in the first paragraph of this Borrower Loan Agreement.

“Governmental Lender Note” shall mean that certain Governmental Lender Note dated the Closing Date in the maximum principal amount of the Funding Loan, made by the Governmental Lender and payable to Funding Lender, as it may be amended, supplemented or replaced from time to time.

“Governmental Lender’s Closing Fee” shall mean the administrative fees of the Governmental Lender payable on the Closing Date, as specified in the definition of “Governmental Lender Issuance Fee” in the Regulatory Agreement. The Governmental Lender’s Closing Fee and the first Governmental Lender Annual Fee (as defined in the Regulatory Agreement) are payable to the Governmental Lender on the Closing Date pursuant to Section 2.3(c)(iii) hereof.

“Gross Income” shall mean all receipts, revenues, income and other moneys received or collected by or on behalf of Borrower and derived from the ownership or operation of the Project, if any, and all rights to receive the same, whether in the form of accounts, accounts receivable, contract rights or other rights, and the proceeds of such rights, and whether now owned or held or hereafter coming into existence and proceeds received upon the foreclosure sale of the Project. Gross Income shall not include loan proceeds, equity or capital contributions, or tenant security deposits being held by Borrower in accordance with applicable law.

“Gross Proceeds” shall mean, without duplication, the aggregate of:

- (a) the net amount (after payment of all expenses of originating the Funding Loan) of Funding Loan proceeds received by the Governmental Lender as a result of the origination of the Funding Loan;
- (b) all amounts received by the Governmental Lender as a result of the investment of the Funding Loan proceeds;
- (c) any amounts held in any fund or account to the extent that the Governmental Lender reasonably expects to use the amounts in such fund to pay any portion of the Funding Loan; and
- (d) any securities or obligations pledged by the Governmental Lender or by the Borrower as security for the payment of any portion of the Funding Loan.

“Guarantor” shall mean Community Housing Development Corporation of North Richmond, a California nonprofit public benefit corporation, or any other person or entity which may hereafter become a guarantor of any of the Borrower’s obligations under the Borrower Loan.

“Guaranty” shall mean, collectively, (i) the Completion and Repayment Guaranty, of even date herewith, by the Guarantor for the benefit of the Beneficiary Parties (as defined therein), and (ii) the Exceptions to Non Recourse Guaranty, of even date herewith, by Guarantor for the benefit of the Beneficiary Parties (as defined therein).

“Improvements” shall mean the 42-units of multifamily residential rental housing to be constructed upon the Land, and to be known as Heritage Point Apartments, and all other buildings, structures, fixtures, wiring, systems, equipment and other improvements and personal property to be constructed and/or installed at or on the Land in accordance with the Cost Breakdown and the Plans and Specifications.

“Indemnified Party” shall have the meaning set forth in Section 5.15 hereof.

“Installment Computation Date” shall mean any Computation Date other than the first Computation Date or the final Computation Date.

“Interest Rate” shall mean the rate of interest accruing on the Borrower Loan pursuant to the Borrower Note.

“Interim Phase Amount” shall mean \$_____.

“Land” means the real property described on Exhibit A to the Security Instrument.

“Late Charge” shall mean the amount due and payable as a late charge on overdue payments under the Borrower Note, as provided in Section 7 of the Borrower Note and Section 2.5 hereof.

“Legal Action” shall mean an action, suit, investigation, inquiry, proceeding or arbitration at law or in equity or before or by any foreign or domestic court, arbitrator or other Governmental Authority.

“Legal Requirements” shall mean statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting all or part of the Project or any property (including the Project) or the construction, use, alteration or operation thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instrument, either of record or known to the Borrower, at any time in force affecting all or part of the Project, including any that may (i) require repairs, modifications or alterations in or to all or part of the Project, or (ii) in any way limit the use and enjoyment thereof.

“Liabilities” shall have the meaning set forth in Section 5.15 hereof.

“Licenses” shall have the meaning set forth in Section 4.1.22 hereof.

“Lien” shall mean any interest, or claim thereof, in the Project securing an obligation owed to, or a claim by, any Person other than the owner of the Project, whether such interest is based on common law, statute or contract, including the lien or security interest arising from a deed of trust, mortgage, deed to secure debt, assignment, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term “Lien” shall include reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting the Project.

“Management Agreement” shall mean the Management Agreement between the Borrower and the Manager, pursuant to which the Manager is to manage the Project, as same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

“Manager” shall mean the management company to be employed by the Borrower and approved by the Funding Lender in accordance with the terms of the Security Instrument, this Borrower Loan Agreement or any of the other Borrower Loan Documents.

“Material Adverse Change” means any set of circumstances or events which (a) has or could reasonably be expected to have any material adverse effect whatsoever upon the validity or enforceability of this Borrower Loan Agreement or any other Borrower Loan Document; (b) is or could reasonably be expected to be material and adverse to the business, properties, assets, financial condition, results of operations or prospects of the Borrower, General Partner, Guarantor or the Mortgaged Property; (c) could reasonably be expected to impair materially the ability of the Borrower, General Partner or Guarantor to duly and punctually pay or perform

any of their respective obligations under any of the Borrower Loan Documents to which they are a party; or (d) impairs materially or could reasonably be expected to impair materially any rights of or benefits available to the Governmental Lender under this Borrower Loan Agreement or any other Borrower Loan Document, including, without limitation, the ability of Governmental Lender or, upon the assignment of the Borrower Loan to it, of the Funding Lender, to the extent permitted, to enforce its legal remedies pursuant to this Borrower Loan Agreement or any other Borrower Loan Document.

“Moody’s” shall mean Moody’s Investors Service, Inc., or its successor.

“Mortgaged Property” shall have the meaning given to that term in the Security Instrument.

“Net Operating Income” shall mean: (i) the Gross Income, less (ii) the Expenses of the Project.

“Nonpurpose Investment” shall mean any investment property (as defined in Section 148(b) of the Code) that is acquired with the Gross Proceeds of the Funding Loan and which is not acquired to carry out the governmental purpose of the Funding Loan.

“Ongoing Governmental Lender Fee” shall mean the Governmental Lender Annual Fee (as that term is defined in the Regulatory Agreement) that is payable after the Closing Date.

“Other Borrower Monies” shall mean monies of Borrower other than Borrower Loan Proceeds and includes, but is not limited to, the Subordinate Debt, Net Operating Income, the Borrower’s Equity Contributions and any other funds contributed by or loaned to the Borrower for application to the Costs of the Improvements or other costs associated with the Project.

“Other Charges” shall mean all maintenance charges, impositions other than Taxes, and any other charges, including vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Project, now or hereafter levied or assessed or imposed against the Project or any part thereof.

“Outside Conversion Date” shall have the meaning set forth in the Construction Funding Agreement.

“Partnership Agreement” shall mean that certain Amended and Restated Agreement of Limited Partnership of the Borrower dated as of December 1, 2017, as the same may be amended, restated or modified in accordance with its terms.

“Patriot Act” shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT ACT) of 2001, as the same may be amended from time to time, and corresponding provisions of future laws.

“Patriot Act Offense” shall have the meaning set forth in Section 4.1.48 hereof.

“Permanent Period” shall mean the period of time from the Conversion Date to the Maturity Date (as defined in the Funding Loan Agreement).

“Permanent Period Amount” shall mean the principal amount of the Borrower Loan following the calculation provided for in the Construction Funding Agreement.

“Permitted Encumbrances” shall have the meaning given to that term in the Security Instrument.

“Permitted Lease” shall mean a lease and occupancy agreement pursuant to the form approved by Funding Lender, to a residential tenant in compliance with the Legal Requirements, providing for an initial term of not less than six (6) months nor more than two (2) years.

“Person” shall mean a natural person, a partnership, a joint venture, an unincorporated association, a limited liability company, a corporation, a trust, any other legal entity, or any Governmental Authority.

“Plan” shall mean (i) an employee benefit or other plan established or maintained by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions and (ii) which is covered by Title IV of ERISA or Section 302 of ERISA or Section 412 of the Code.

“Plans and Specifications” shall mean the plans and specifications for the construction of the Project approved by Funding Lender.

“Potential Default” shall mean the occurrence of an event which, under this Borrower Loan Agreement or any other Borrower Loan Document, would, but for the giving of notice or passage of time, or both, be an Event of Default.

“Prepayment Premium” shall mean any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of the Borrower Note (including any prepayment premium as set forth in the Borrower Note).

“Project” shall mean the Mortgaged Property (as defined in the Security Instrument) and Improvements thereon owned by the Borrower and encumbered by the Security Instrument, together with all rights pertaining to such real property and Improvements, as more particularly described in the Granting Clauses of the Security Instrument and referred to therein as the “Mortgaged Property.”

“Project Agreements and Licenses” shall mean any and all Construction Contracts, Engineer’s Contracts and Management Agreements, and all other rights, licenses, permits, franchises, authorizations, approvals and agreements relating to use, occupancy, operation or leasing of the Project or the Mortgaged Property.

“Provided Information” shall have the meaning set forth in Section 9.1.1 (a) hereof.

“Qualified Project Costs” shall have the meaning given to it in the Regulatory Agreement.

“Rebate Amount” shall mean, for any given period, the amount determined by the Rebate Analyst as required to be rebated or paid as a yield reduction payment to the United States of America with respect to the Funding Loan.

“Rebate Analyst” shall mean the rebate analyst selected by the Borrower prior to the Closing Date and acceptable to the Governmental Lender and the Funding Lender. The initial Rebate Analyst is _____.

"Rebate Analyst's Fee" shall mean the fee of the Rebate Analyst in the amount of \$_____. The Rebate Analyst's Fee is payable by the Borrower to the Rebate Analyst, commencing _____, 20__, every fifth anniversary thereof, and the Maturity Date.

"Rebate Fund" shall mean the Rebate Fund created pursuant to Section 5.35 hereof.

"Related Documents" shall mean, collectively, any agreement or other document (other than the Borrower Loan Documents) granting a security interest (including each agreement that is the subject of any Borrower Loan Document), the Partnership Agreement and any other agreement, instrument or other document (not constituting a Borrower Loan Document) relating to or executed in connection with the transactions contemplated by this Borrower Loan Agreement.

"Replacement Reserve Agreement" shall mean any Replacement Reserve Agreement between the Borrower and the Funding Lender, as the same may be amended, restated or supplemented from time to time.

"Replacement Reserve Fund Requirement" means Borrower's funding obligations from time to time under the Replacement Reserve Agreement.

"Retainage" shall have the meaning set forth in the Construction Funding Agreement.

"Review Fee" shall mean the three thousand dollar (\$3,000) fee payable to Funding Lender in connection with the review of requests from the Borrower in connection with events requiring the consent and/or approval of the Funding Lender, including, but not limited to, subordinate financings and easements.

"Secondary Market Disclosure Document" shall have the meaning set forth in Section 9.1.2 hereof.

"Secondary Market Transaction" shall have the meaning set forth in Section 9.1.1 hereof.

"Securities" shall have the meaning set forth in Section 9.1.1 hereof.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Security Documents" shall mean the Security Instrument, [the Replacement Reserve Agreement,] the Collateral Agreements and the Collateral Assignments (as such terms are defined in the Security Instrument), this Borrower Loan Agreement, the Agreement of Environmental Indemnification, and such other security instruments that Funding Lender may reasonably request.

"Security Instrument" shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

"Servicer" shall mean the Servicer contracting with or appointed by the Funding Lender to service the Borrower Loan. The initial Servicer shall be Citibank, N.A.

"Servicing Agreement" shall mean any servicing agreement or master servicing agreement, among the Servicer and the Funding Lender relating to the servicing of the Borrower Loan and any amendments thereto or any replacement thereof.

“Standard & Poor’s” or **“S&P”** shall mean S&P Global Ratings, a Standard & Poor’s Financial Services LLC business, or its successors.

“State” shall mean the State in which the Project is located.

“Subordinate Debt” shall have the meaning set forth in the Construction Funding Agreement.

“Subordinate Lender” shall have the meaning set forth in the Construction Funding Agreement.

“Subordinate Loan Documents” shall have the meaning set forth in the Construction Funding Agreement.

“Substantial Completion Date” means the date that is three (3) months prior to the Completion Date.

“Substantially Complete” or **“Substantially Completed”** means the Funding Lender has determined that construction or construction, as the case may be, of the Improvements is sufficiently complete such that the Improvements can be occupied by tenants as a multifamily residential rental project.

“Tax Counsel” shall have the meaning set forth in the Funding Loan Agreement.

“Taxes” shall mean all real estate and personal property taxes, assessments, water rates or sewer rents, now or hereafter levied or assessed or imposed against all or part of the Project.

“Term” shall mean the term of this Borrower Loan Agreement pursuant to Section 10.14.

“Title Company” means Old Republic Title Company.

“Title Insurance Policy” shall mean the mortgagee title insurance policy, in form acceptable to the Funding Lender, issued with respect to the Mortgaged Property and insuring the lien of the Security Instrument.

“Transfer” shall have the meaning given to that term in the Security Instrument.

“UCC” shall mean the Uniform Commercial Code as in effect in the State.

“Unassigned Rights” shall have the meaning set forth in the Funding Loan Agreement.

“Unit” shall mean a residential apartment unit within the Improvements.

“Written Consent” and **“Written Notice”** shall mean a written consent or notice signed by an Authorized Borrower Representative or an authorized representative of the Governmental Lender or the Funding Lender, as appropriate.

ARTICLE II

GENERAL

Section 2.1. Origination of Borrower Loan. In order to provide funds for the purposes provided herein, the Governmental Lender agrees that it will, in accordance with the Act, enter into the Funding Loan Agreement and accept the Funding Loan from the Funding Lender. The proceeds of the Funding Loan shall be advanced by the Funding Lender and disbursed by the Fiscal Agent to the Borrower in accordance with the terms of the Construction Funding Agreement and this Borrower Loan Agreement.

The Governmental Lender hereby appoints the Funding Lender as its agent with full authority and power to act on its behalf to disburse the Borrower Loan for the account of the Governmental Lender, to take certain actions and exercise certain remedies with respect to the Borrower Loan, and for the other purposes set forth in this Borrower Loan Agreement and to do all other acts necessary or incidental to the performance and execution thereof. This appointment is coupled with an interest and is irrevocable except as expressly set forth herein. Accordingly, references to the rights of the Funding Lender to take actions under this Borrower Loan Agreement shall refer to Funding Lender in its role as agent of the Governmental Lender. The Funding Lender may designate Servicer to fulfill the rights and responsibilities granted by Governmental Lender to Funding Lender pursuant to this Section 2.1. Notwithstanding the foregoing, disbursements of the Borrower Loan shall be made from the Project Fund held by the Fiscal Agent pursuant to the Funding Loan Agreement.

Section 2.2. Security for the Funding Loan.

(a) As security for the Funding Loan, the Governmental Lender has pledged and assigned to the Funding Lender under and pursuant to the Funding Loan Agreement (a) the Borrower Note and all of its right, title and interest in and to this Borrower Loan Agreement and the Borrower Loan Documents (except for the Unassigned Rights) and all revenues and receipts therefrom and the security therefor (including the Security Instrument) and (b) the amounts on deposit from time to time in any and all funds established under the Funding Loan Agreement. All revenues and assets pledged and assigned thereby shall immediately be subject to the lien of such pledge without any physical delivery thereof or any further act, except in the case of the Borrower Note, which shall be delivered to the Funding Lender. The Borrower hereby acknowledges and consents to such assignment to the Funding Lender.

(b) With respect to the Unassigned Rights, subject to the limitations set forth in this Section 2.2, the Governmental Lender may:

(i) ***Tax Covenants.*** Seek specific performance of, and enforce, the tax covenants in Section 8.7 of the Funding Loan Agreement, the provisions of the Regulatory Agreement, the Tax Certificate and the covenants of the Borrower in Section 5.34 of this Borrower Loan Agreement, and seek injunctive relief against acts which may be in violation of any of the foregoing covenants, and enforce the Borrower's obligation under Section 5.35 to pay amounts for credit to the Rebate Fund;

(ii) ***Regulatory Agreement.*** Seek specific performance of the obligations of the Borrower or any other owner of the Project under the Regulatory Agreement and injunctive relief against acts which may be in violation of the Regulatory Agreement or otherwise in accordance with the provisions of the Regulatory Agreement; provided, however, that the Governmental Lender may enforce any right it may have under the

Regulatory Agreement for monetary damages only against Excess Revenues (defined below), if any, of the Borrower, unless Funding Lender otherwise specifically consents in writing to the use of other funds; and

(iii) ***Reserved Rights.*** Take whatever action at law or in equity which appears necessary or desirable to enforce the other Unassigned Rights, provided, however, that the Governmental Lender or any person under its control may only enforce any right it may have for monetary damages against Excess Revenues, if any, of the Borrower, unless Funding Lender otherwise specifically consents in writing to the enforcement against other funds of the Borrower.

(c) In no event shall the Governmental Lender, except at the express written direction of the Funding Lender:

(i) prosecute its action to a lien on the Project; or

(ii) take any action which may have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal of, interest on, or other amounts due under, the Borrower Loan or of causing the Borrower to file a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Borrower under any applicable liquidation, insolvency, bankruptcy, construction, composition, reorganization, conservation or other similar law in effect now or in the future; or

(iii) interfere with the exercise by Funding Lender or Servicer of any of their rights under the Borrower Loan Documents upon the occurrence of an event of default by the Borrower under the Borrower Loan Documents or the Funding Loan Documents; or

(iv) take any action to accelerate or otherwise enforce payment or seek other remedies with respect to the Borrower Loan or the Funding Loan.

(d) The Governmental Lender shall provide Written Notice to the Funding Lender and the Servicer immediately upon taking any action at law or in equity to exercise any remedy or direct any proceeding under the Borrower Loan Documents or the Funding Loan Documents.

(e) As used in this Section 2.2, the term "Excess Revenues" means, for any period, the net cash flow of the Borrower available for distribution to shareholders, members or partners (as the case may be) for such period, after the payment of all interest expense, the amortization of all principal of all indebtedness coming due during such period (whether by maturity, mandatory sinking fund payment, acceleration or otherwise), the payment of all fees, costs and expenses on an occasional or recurring basis in connection with the Borrower Loan or the Funding Loan, the payment of all operating, overhead, ownership and other expenditures of the Borrower directly or indirectly in connection with the Project (whether any such expenditures are current, capital or extraordinary expenditures), and the setting aside of all reserves for taxes, insurance, water and sewer charges or other similar impositions, capital expenditures, repairs and replacements and all other amounts which the Borrower is required to set aside pursuant to agreement, but excluding depreciation and amortization of intangibles.

Section 2.3. Loan; Borrower Note; Conditions to Closing.

(a) The Borrower Loan shall be funded by the Funding Lender on the Closing Date, and deposited by the Fiscal Agent to the Note Proceeds Account of the Project Fund under the Funding Loan Agreement upon satisfaction of the conditions set forth in the Construction Funding Agreement. Upon funding of the Funding Loan, the Governmental Lender shall be deemed to have made the Borrower Loan to the Borrower in a like principal amount. The Borrower Loan shall mature and be payable at the times and in the amounts required under the terms hereof and of the Borrower Note. The proceeds of the Borrower Loan shall be used by the Borrower to pay costs of the acquisition and construction of the Project. The Borrower hereby accepts the Borrower Loan and acknowledges that the Governmental Lender shall cause the Funding Lender to fund the Borrower Loan in the manner set forth herein and in the Funding Loan Agreement. The Governmental Lender acknowledges that the Borrower Loan shall be funded by the Funding Lender to the Fiscal Agent for the account of the Governmental Lender.

(b) The Borrower hereby accepts the Borrower Loan. As evidence of its obligation to repay the Borrower Loan, simultaneously with its execution and delivery of this Borrower Loan Agreement, the Borrower hereby agrees to execute and deliver the Borrower Note. The Borrower Loan shall mature and be payable at the times and in the amounts required under the terms hereof and of the Borrower Note.

(c) Closing of the Borrower Loan on the Closing Date shall be conditioned upon satisfaction or waiver by the Governmental Lender and the Funding Lender, in their sole discretion, of each of the conditions precedent to closing set forth in the Funding Loan Agreement and this Borrower Loan Agreement, including but not limited to the following:

(i) evidence of proper recordation of the Security Instrument, an assignment of the Security Instrument from the Governmental Lender to the Funding Lender, the Regulatory Agreement, and each of the other documents specified for recording in instructions delivered to the Title Company by counsel to the Funding Lender (or that such documents have been delivered to an authorized agent of the Title Company for recordation under binding recording instructions from Funding Lender's counsel or such other counsel as may be acceptable to the Funding Lender);

(ii) delivery to the Fiscal Agent or into escrow with the Title Company (or separate escrow company, if applicable) of all amounts required to be paid in connection with the origination of the Borrower Loan and the Funding Loan and any underlying real estate transfers or transactions, including the Costs of Funding Deposit and the Borrower Initial Equity, all as specified in written instructions delivered to the Title Company by counsel to the Funding Lender (or such other counsel as may be acceptable to the Funding Lender) and/or as specified in a closing memorandum of the Funding Lender; and

(iii) payment of all fees payable in connection with the closing of the Borrower Loan including the Governmental Lender's Closing Fee and the initial fees and expenses of the Fiscal Agent and the Funding Lender.

In addition, closing of the Borrower Loan shall be subject to the delivery of an opinion of counsel to the Borrower addressed to the Governmental Lender and the Funding Lender, dated the Closing Date, in form and substance acceptable to Tax Counsel, regarding the due execution by the Borrower of, and the enforceability against the Borrower of, the Borrower Loan Documents.

Section 2.4. Borrower Loan Payments.

(a) The Borrower shall make Borrower Loan Payments in accordance with the Borrower Note. Each Borrower Loan Payment made by the Borrower shall be made in funds immediately available to the Fiscal Agent by 2:00 p.m., New York City time, or, if to the Servicer prior to the Conversion Date, by 11:00 a.m., New York City time, on the Borrower Loan Payment Date, or if to the Servicer following the Conversion Date, by 2:00 p.m., New York City time, on the date that is two (2) Business Days prior to the Borrower Loan Payment Date. Each such payment shall be made to the Fiscal Agent or the Servicer, as applicable, by deposit to such account as the Fiscal Agent or Servicer, as applicable, may designate by Written Notice to the Borrower. Whenever any Borrower Loan Payment shall be stated to be due on a day that is not a Business Day, such payment shall be due on the first Business Day immediately thereafter. In addition, the Borrower shall make Borrower Loan Payments in accordance with the Borrower Note in the amounts and at the times necessary to make all payments due and payable on the Funding Loan. All payments made by the Borrower hereunder or by the Borrower under the other Borrower Loan Documents, shall be made irrespective of, and without any deduction for, any set-offs or counterclaims, but such payment shall not constitute a waiver of any such set offs or counterclaims.

(b) Unless there is no Servicer, payments of principal and interest on the Borrower Note shall be paid to the Servicer and the Servicer shall then remit such funds to the Fiscal Agent. If there is no Servicer, payments of principal and interest on the Borrower Note shall be paid directly to the Fiscal Agent.

Section 2.5. Additional Borrower Payments.

(a) The Borrower shall pay the following amounts:

(i) to the Fiscal Agent, the Rebate Amount then due, if any, to be deposited in the Rebate Fund as specified in Section 5.35 hereof and the Rebate Analyst's Fee and any other costs incurred to calculate such Rebate Amount (to the extent such costs are not included in the Borrower Loan Payment);

(ii) to the Governmental Lender, any and all fees, charges, costs, advances, indemnities and expenses, including agent and counsel fees, of the Governmental Lender incurred by the Governmental Lender at any time in connection with the Borrower Loan Documents, the Funding Loan Documents or the Project, including, without limitation, the Ongoing Governmental Lender Fee, counsel fees and expenses incurred in connection with the interpretation, performance, or amendment and all counsel fees and expenses relating to the enforcement of the Borrower Loan Documents or the Funding Loan Documents or any other documents relating to the Project or the Borrower Loan or in connection with questions or other matters arising under such documents or in connection with any federal or state tax audit;

(iii) [Reserved];

(iv) all Costs of Funding and fees, charges and expenses, including agent and counsel fees incurred in connection with the origination of the Borrower Loan and the Funding Loan, as and when the same become due;

(v) to the Funding Lender, on demand, all charges, costs, advances, indemnities and expenses, including agent and counsel fees, of the Funding Lender incurred by the Funding Lender at any time in connection with the Borrower Loan, the

Funding Loan or the Project, including, without limitation, any Review Fee, reasonable counsel fees and expenses incurred in connection with the interpretation, performance, or amendment and all counsel fees and expenses relating to the enforcement of the Borrower Loan Documents or the Funding Loan Documents or any other documents relating to the Project or the Borrower Loan or in connection with questions or other matters arising under such documents or in connection with any federal or state tax audit;

(vi) any Late Charges due and payable under the terms of the Borrower Note and Section 2.6 hereof; provided, however, that all payments made pursuant to this subsection (vi) shall be made to the Servicer, and if there is no Servicer, such payments shall be made to the Funding Lender; and

(vii) to the Fiscal Agent, all fees, charges, costs, advances, indemnities and expenses, including agent and counsel fees, of Fiscal Agent incurred under the Borrower Loan Documents or the Funding Loan Documents as and when the same become due.

(b) The Borrower shall pay to the party entitled thereto as expressly set forth in this Borrower Loan Agreement or the other Borrower Loan Documents or Funding Loan Documents:

(i) all expenses incurred in connection with the enforcement of any rights under this Borrower Loan Agreement or any other Borrower Loan Document, the Regulatory Agreement, or any Funding Loan Document by the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer;

(ii) all other payments of whatever nature that the Borrower has agreed to pay or assume under the provisions of this Borrower Loan Agreement or any other Borrower Loan Document or Funding Loan Document; and

(iii) all expenses, costs and fees relating to inspections of the Project required by the Governmental Lender, the Funding Lender, the Fiscal Agent, the Servicer or the Construction Consultant, in accordance with the Borrower Loan Documents or the Funding Loan Documents or to reimburse such parties for such expenses, costs and fees.

Section 2.6. Overdue Payments; Payments in Default. If any Borrower Payment Obligation is not paid by or on behalf of the Borrower when due, the Borrower shall pay to the Servicer a Late Charge in the amount and to the extent set forth in the Borrower Note, if any.

Section 2.7. Calculation of Interest Payments and Deposits to Real Estate Related Reserve Funds. The Borrower acknowledges as follows: (a) calculation of all interest payments shall be made by the Funding Lender; (b) deposits with respect to the Taxes and Other Charges shall be calculated by the Servicer or if there is no Servicer, the Funding Lender in accordance with the Security Instrument; and (c) deposits with respect to any replacement reserve funds required by the Funding Lender shall be calculated by the Servicer in accordance with the Replacement Reserve Agreement. In the event and to the extent that the Servicer or the Funding Lender, pursuant to the terms hereof, shall determine at any time that there exists a deficiency in amounts previously owed but not paid with respect to deposits to such replacement reserve fund, such deficiency shall be immediately due and payable hereunder following Written Notice to the Borrower.

Section 2.8. Grant of Security Interest; Application of Funds. To the extent not inconsistent with the Security Instrument and as security for payment of the Borrower Payment

Obligations and the performance by the Borrower of all other terms, conditions and provisions of the Borrower Loan Documents, the Borrower hereby pledges and assigns to the Fiscal Agent and the Funding Lender, and grants to the Fiscal Agent and the Funding Lender, a security interest in, all the Borrower's right, title and interest in and to all payments to or moneys held in the funds and accounts created and held by the Fiscal Agent, the Funding Lender or the Servicer for the Project. This Borrower Loan Agreement is, among other things, intended by the parties to be a security agreement for purposes of the UCC. Upon the occurrence and during the continuance of an Event of Default hereunder, the Fiscal Agent, the Funding Lender and the Servicer shall apply or cause to be applied any sums held by the Fiscal Agent, the Funding Lender and the Servicer with respect to the Project in accordance with the provisions of Article IX of the Funding Loan Agreement to the extent applicable and otherwise in any manner and in any order determined by Funding Lender, in Funding Lender's sole and absolute discretion.

Section 2.9. Marshalling; Payments Set Aside. The Governmental Lender, the Fiscal Agent and the Funding Lender shall be under no obligation to marshal any assets in favor of the Borrower or any other Person or against or in payment of any or all of the proceeds. To the extent that the Borrower makes a payment or payments or transfers any assets to the Governmental Lender, the Fiscal Agent or the Funding Lender, or the Governmental Lender, the Fiscal Agent or the Funding Lender enforces its liens, and such payment or payments or transfers, or the proceeds of such enforcement or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party in connection with any insolvency proceeding, or otherwise, then: (i) any and all obligations owed to the Governmental Lender, the Fiscal Agent or the Funding Lender and any and all remedies available to the Governmental Lender, the Fiscal Agent or the Funding Lender under the terms of the Borrower Loan Documents and the Funding Loan Documents or in law or equity against the Borrower, Guarantor or General Partner and/or any of their properties shall be automatically revived and reinstated to the extent (and only to the extent) of any recovery permitted under clause (ii) below; and (ii) the Governmental Lender, the Fiscal Agent and the Funding Lender shall be entitled to recover (and shall be entitled to file a proof of claim to obtain such recovery in any applicable bankruptcy, insolvency, receivership or fraudulent conveyance or fraudulent transfer proceeding) either: (x) the amount of payments or the value of the transfer or (y) if the transfer has been undone and the assets returned in whole or in part, the value of the consideration paid to or received by the Borrower for the initial asset transfer, plus in each case any deferred interest from the date of the disgorgement to the date of distribution to the Governmental Lender, the Fiscal Agent or the Funding Lender in any bankruptcy, insolvency, receivership or fraudulent conveyance or fraudulent transfer proceeding, and any costs and expenses due and owing, including, without limitation, any reasonable attorneys' fees incurred by the Governmental Lender, the Fiscal Agent or the Funding Lender in connection with the exercise by the Governmental Lender, the Fiscal Agent or the Funding Lender of its rights under this Section 2.9.

Section 2.10. Borrower Loan Disbursements. The Borrower Loan shall be disbursed by the Fiscal Agent upon approval by the Funding Lender, as agent for the Governmental Lender, pursuant to the Construction Funding Agreement, to or for the benefit of the Borrower as provided in Section 7.7 of the Funding Loan Agreement.

ARTICLE III

CONVERSION

Section 3.1. Conversion Date and Extension of Outside Conversion Date. Borrower shall satisfy each of the Conditions to Conversion and cause the Conversion Date to occur on or before the Outside Conversion Date (including the Extended Outside Conversion Date, if any), as further provided in the Construction Funding Agreement. The failure to satisfy each of the Conditions to Conversion on or before the Outside Conversion Date shall constitute an Event of Default under the Borrower Loan Documents.

Section 3.2. Notice From Funding Lender; Funding Lender's Calculation Final. Following satisfaction of all of the Conditions to Conversion, Funding Lender shall deliver Written Notice to Borrower (with a copy to the Governmental Lender and the Fiscal Agent) of: (i) the Conversion Date, (ii) the amount of the Permanent Period Amount, (iii) any required prepayment of the Borrower Note (as described below in Section 3.3) and (iv) any amendments to the amortization schedule, as applicable.

Funding Lender's calculation of the Permanent Period Amount and any amendments to the amortization of the Borrower Loan shall be, in the absence of manifest error, conclusive and binding on all parties.

Section 3.3. Mandatory Prepayment of the Borrower Loan.

(a) As further provided in the Construction Funding Agreement, if and to the extent the Permanent Period Amount is less than the Interim Phase Amount, Funding Lender may in its sole discretion require Borrower to make a partial prepayment of the Borrower Loan in an amount equal to the difference between the Interim Phase Amount and the Permanent Period Amount (a "Pre-Conversion Loan Equalization Payment"); provided, however, that if the Permanent Period Amount is less than the Minimum Permanent Period Amount (as defined in the Construction Funding Agreement), then Funding Lender may in its sole discretion require Borrower to prepay the Borrower Loan in full.

(b) Any prepayment in full or in part of the Borrower Loan required pursuant to Section 3.3(a) above shall be subject to a prepayment premium under certain circumstances as more particularly set forth in the Borrower Note.

Section 3.4. Release of Remaining Loan Proceeds. If and to the extent that the Permanent Period Amount is greater than the principal amount of the Borrower Loan which has previously been disbursed to Borrower, Funding Lender shall deliver Written Notice thereof to Borrower (with a copy to the Governmental Lender) on or before the Conversion Date. Within ten (10) business days after delivery of such notice, but in no event later than the Outside Conversion Date, Funding Lender shall advance to the Fiscal Agent, for deposit by the Fiscal Agent to the Note Proceeds Account of the Project Fund under the Funding Loan Agreement, Funding Loan proceeds so that the aggregate principal amount of the Funding Loan and of the Borrower Loan disbursed equals the Permanent Period Amount. Any Borrower Loan proceeds previously disbursed to the Borrower in excess of the Permanent Period Amount shall be paid by the Borrower to the Fiscal Agent.

Section 3.5. No Amendment. Nothing contained in this Article III shall be construed to amend, modify, alter, change or supersede the terms and provisions of the Borrower Note, Security Instrument, the Construction Funding Agreement or any other Borrower Loan

Document and, if there shall exist a conflict between the terms and provisions of this Article III and those of the Borrower Note, Security Instrument, the Construction Funding Agreement or other Borrower Loan Documents, then the terms and provisions of the Borrower Note, Security Instrument, the Construction Funding Agreement and other Borrower Loan Documents shall control; provided, however, that in the event of a conflict between the terms and provisions of this Article III and those of the Borrower's loan application with the Funding Lender, the terms and provisions of this Article III shall control.

Section 3.6. Determinations by Funding Lender. In any instance where the consent or approval of Funding Lender may be given or is required, or where any determination, judgment or decision is to be rendered by Funding Lender under this Article III, including in connection with the Construction Funding Agreement, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision shall be made or exercised by the Funding Lender (or its designated representative), at its sole and exclusive option and in its sole and absolute discretion.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1. Borrower Representations. To induce the Governmental Lender to execute this Borrower Loan Agreement and to induce the Funding Lender to make Disbursements, the Borrower represents and warrants for the benefit of the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer, that the representations and warranties set forth in this Section 4.1 are complete and accurate as of the Closing Date and will be complete and accurate, and deemed remade, as of the date of each Disbursement, as of the original Outside Conversion Date, as of the date of any extension thereof and as of the Conversion Date in accordance with the terms and conditions of the Borrower Note. Subject to Section 4.2 hereof, the representations, warranties and agreements set forth in this Section 4.1 shall survive the making of the Borrower Loan, and shall remain in effect and true and correct in all material respects until the Borrower Loan and all other Borrower Payment Obligations have been repaid in full:

Section 4.1.1 Organization; Special Purpose. The Borrower is a limited partnership in good standing under the laws of the State (and under the laws of the state in which the Borrower was formed if the Borrower was not formed under the laws of the State), has full legal right, power and authority to enter into the Borrower Loan Documents to which it is a party, and to carry out and consummate all transactions contemplated by the Borrower Loan Documents to which it is a party, and by proper limited partnership action has duly authorized the execution, delivery and performance of the Borrower Loan Documents to which it is a party. The Person(s) of the Borrower executing the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party are fully authorized to execute the same. The Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party have been duly authorized, executed and delivered by the Borrower. The sole business of the Borrower is the ownership, management and operation of the Project.

Section 4.1.2 Proceedings; Enforceability. Assuming due execution and delivery by the other parties thereto, the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party will constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower in accordance with their 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.

Section 4.1.3 No Conflicts. The execution and delivery of the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and 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 Borrower Loan Documents and the

Funding Loan Documents, or the financial condition, assets, properties or operations of the Borrower.

Section 4.1.4 Litigation; Adverse Facts. There is no Legal Action, nor is there a basis known to Borrower for any Legal Action, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower, the General Partner or the Guarantor, or their respective assets, properties or operations 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 Borrower Loan Documents or the Funding Loan Documents, upon the ability of each of Borrower, General Partner and Guarantor to perform their respective obligations under the Borrower Loan Documents, the Funding Loan Documents and the Related Documents to which it is a party, or upon the financial condition, assets (including the Project), properties or operations of the Borrower, the General Partner or the Guarantor. None of the Borrower, General Partner or Guarantor is 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 Borrower Loan Documents and the Funding Loan Documents, the ability of each of Borrower, General Partner and Guarantor to perform their respective obligations under the Borrower Loan Documents, the Funding Loan Documents and the Related Documents to which it is a party, or the financial condition, assets, properties or operations of the Borrower, General Partner or Guarantor. None of Borrower, General Partner or Guarantor are (a) in violation of any applicable law, which violation materially and adversely affects or may materially and adversely affect the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable; (b) subject to, or in default with respect to, any other Legal Requirement that would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable; or (c) in default with respect to any agreement to which Borrower, General Partner or Guarantor, as applicable, are a party or by which they are bound, which default would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable; and (d) there is no Legal Action pending or, to the knowledge of Borrower, threatened against or affecting Borrower, General Partner or Guarantor questioning the validity or the enforceability of this Borrower Loan Agreement or any of the other Borrower Loan Documents or the Funding Loan Documents or of any of the Related Documents. All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower 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 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 enjoys the peaceful and undisturbed possession of all of the premises upon which it is operating its facilities.

Section 4.1.5 Agreements; Consents; Approvals. Except as contemplated by the Borrower Loan Documents and the Funding Loan Documents, the Borrower is not a party to any agreement or instrument or subject to any restriction that would materially adversely affect the Borrower, the Project, or the Borrower's business, properties, operations or financial condition or business prospects, except the Permitted Encumbrances. The Borrower is not in default in any material respect in the performance, observance or fulfillment of any of the

obligations, covenants or conditions contained in any Permitted Encumbrance or any other agreement or instrument to which it is a party or by which it or the Project is bound.

No consent or approval of any trustee or holder of any indebtedness of the Borrower, and to the best knowledge of the Borrower and only with respect to the Borrower, no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except no representation is made with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Borrower Loan Documents or the Funding Loan Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

Section 4.1.6 Title. The Borrower shall have marketable title to the Project, free and clear of all Liens except the Permitted Encumbrances. The Security Instrument, when properly recorded in the appropriate records, together with any UCC financing statements required to be filed in connection therewith, will create (i) a valid, perfected first priority lien on the fee (or leasehold, if applicable) interest in the Project and (ii) perfected security interests in and to, and perfected collateral assignments of, all personalty included in the Project (including the Leases), all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances. To the Borrower's knowledge, there are no delinquent real property taxes or assessments, including water and sewer charges, with respect to the Project, nor are there any claims for payment for work, labor or materials affecting the Project which are or may become a Lien prior to, or of equal priority with, the Liens created by the Borrower Loan Documents and the Funding Loan Documents.

Section 4.1.7 Survey. To the best knowledge of the Borrower, the survey for the Project delivered to the Governmental Lender and the Funding Lender does not fail to reflect any material matter affecting the Project or the title thereto.

Section 4.1.8 No Bankruptcy Filing. The Borrower is not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property (a "Bankruptcy Proceeding"), and the Borrower has no knowledge of any Person contemplating the filing of any such petition against it. As of the Closing Date, the Borrower has the ability to pay its debts as they become due.

Section 4.1.9 Full and Accurate Disclosure. No statement of fact made by the Borrower in any Borrower Loan Document or any Funding Loan Document contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein in light of the circumstances in which they were made, not misleading. There is no material fact or circumstance presently known to the Borrower that has not been disclosed to the Governmental Lender and the Funding Lender which materially and adversely affects the Project or the business, operations or financial condition or business prospects of the Borrower or the Borrower's ability to meet its obligations under this Borrower Loan Agreement and the other Borrower Loan Documents and Funding Loan Documents to which it is a party in a timely manner.

Section 4.1.10 No Plan Assets. The Borrower is not an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, and none of the assets of the Borrower constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3 101.

Section 4.1.11 Compliance. The Borrower, the Project and the use thereof will comply, to the extent required, in all material respects with all applicable Legal Requirements. The

Borrower is not in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority, the violation of which would materially adversely affect the financial condition or business prospects or the business of the Borrower. There has not been committed by the Borrower or any Borrower Affiliate involved with the operation or use of the Project any act or omission affording any Governmental Authority the right of forfeiture as against the Project or any part thereof or any moneys paid in performance of the Borrower's obligations under any Borrower Loan Document or any Funding Loan Documents.

Section 4.1.12 Contracts. All service, maintenance or repair contracts affecting the Project have been entered into at arm's length (except for such contracts between the Borrower and its affiliates or the affiliates of the Borrower Controlling Entity of the Borrower) in the ordinary course of the Borrower's business and provide for the payment of fees in amounts and upon terms comparable to existing market rates.

Section 4.1.13 Financial Information. All financial data, including any statements of cash flow and income and operating expense, that have been delivered to the Governmental Lender or the Funding Lender in respect of the Project by or on behalf of the Borrower, to the best knowledge of the Borrower, (i) are accurate and complete in all material respects, (ii) accurately represent the financial condition of the Project as of the date of such reports, and (iii) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with GAAP consistently applied throughout the periods covered, except as disclosed therein. Other than pursuant to or permitted by the Borrower Loan Documents or the Funding Loan Documents or the Borrower organizational documents, the Borrower has no contingent liabilities, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments. Since the date of such financial statements, there has been no materially adverse change in the financial condition, operations or business of the Borrower from that set forth in said financial statements.

Section 4.1.14 Condemnation. No Condemnation or other proceeding has been commenced or, to the Borrower's knowledge, is contemplated, threatened or pending with respect to all or part of the Project or for the relocation of roadways providing access to the Project.

Section 4.1.15 Federal Reserve Regulations. No part of the proceeds of the Borrower Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose that would be inconsistent with such Regulation U or any other regulation of such Board of Governors, or for any purpose prohibited by Legal Requirements or any Borrower Loan Document or Funding Loan Document.

Section 4.1.16 Utilities and Public Access. To the best of the Borrower's knowledge, the Project is or will be served by water, sewer, sanitary sewer and storm drain facilities adequate to service it for its intended uses. All public utilities necessary or convenient to the full use and enjoyment of the Project are or will be located in the public right-of-way abutting the Project, and all such utilities are or will be connected so as to serve the Project without passing over other property absent a valid easement. All roads necessary for the use of the Project for its current purpose have been or will be completed and dedicated to public use and accepted by all Governmental Authorities. Except for Permitted Encumbrances, the Project does not share ingress and egress through an easement or private road or share on-site or off-site recreational facilities and amenities that are not located on the Project and under the exclusive control of the Borrower, or where there is shared ingress and egress or amenities, there exists an easement or joint use and maintenance agreement under which (i) access to and use and enjoyment of the easement or private road and/or recreational facilities and amenities

is perpetual, (ii) the number of parties sharing such easement and/or recreational facilities and amenities must be specified, (iii) the Borrower's responsibilities and share of expenses are specified, and (iv) the failure to pay any maintenance fee with respect to an easement will not result in a loss of usage of the easement.

Section 4.1.17 Not a Foreign Person. The Borrower is not a "foreign person" within the meaning of §1445(f)(3) of the Code.

Section 4.1.18 Separate Lots. Each parcel comprising the Land is a separate tax lot and is not a portion of any other tax lot that is not a part of the Land.

Section 4.1.19 Assessments. There are no pending or, to the Borrower's best knowledge, proposed special or other assessments for public improvements or otherwise affecting the Project, or any contemplated improvements to the Project that may result in such special or other assessments.

Section 4.1.20 Enforceability. The Borrower Loan Documents and the Funding Loan Documents are not subject to, and the Borrower has not asserted, any right of rescission, set-off, counterclaim or defense, including the defense of usury.

Section 4.1.21 Insurance. The Borrower has obtained the insurance required by this Borrower Loan Agreement, if applicable, and the Security Instrument and has delivered to the Servicer copies of insurance policies or certificates of insurance reflecting the insurance coverages, amounts and other requirements set forth in this Borrower Loan Agreement, if applicable, and the Security Instrument.

Section 4.1.22 Use of Property; Licenses. The Project will be used exclusively as a multifamily residential rental project and other appurtenant and related uses, which use is consistent with the zoning classification for the Project. All certifications, permits, licenses and approvals, including certificates of completion and occupancy permits required for the legal use or legal, nonconforming use, as applicable, occupancy and operation of the Project (collectively, the "Licenses") required at this time for the construction and equipping of the Project have been obtained. To the Borrower's knowledge, all Licenses obtained by the Borrower have been validly issued and are in full force and effect. The Borrower has no reason to believe that any of the Licenses required for the future use and occupancy of the Project and not heretofore obtained by the Borrower will not be obtained by the Borrower in the ordinary course following the Completion Date. No Licenses will terminate, or become void or voidable or terminable, upon any sale, transfer or other disposition of the Project, including any transfer pursuant to foreclosure sale under the Security Instrument or deed in lieu of foreclosure thereunder. The Project does not violate any density or building setback requirements of the applicable zoning law except to the extent, if any, shown on the survey. No proceedings are, to the best of the Borrower's knowledge, pending or threatened that would result in a change of the zoning of the Project.

Section 4.1.23 Flood Zone. As of the Closing Date, no structure within the Mortgaged Property lies or is located in an identifiable or designated Special Flood Hazard Area. Subsequent to the Closing Date, if the Mortgaged Property is determined to be in a Special Flood Hazard Area, Borrower will obtain appropriate flood insurance as required under the National Flood Insurance Act of 1968, Flood Disaster Protection Act of 1973, or the National Flood Insurance Reform Act of 1994 as amended or as required by the Servicer pursuant to its underwriting guidelines.

Section 4.1.24 Physical Condition. The Project, including all Improvements, parking facilities, systems, fixtures, Equipment and landscaping, are or, after completion of the construction, construction and/or repairs, as appropriate, will be in good and habitable condition in all material respects and in good order and repair in all material respects (reasonable wear and tear excepted). The Borrower has not received notice from any insurance company or bonding company of any defect or inadequacy in the Project, or any part thereof, which would adversely affect its insurability or cause the imposition of extraordinary premiums or charges thereon or any termination of any policy of insurance or bond. The physical configuration of the Project is not in material violation of the ADA, if required under applicable law.

Section 4.1.25 Encroachments. All of the Improvements included in determining the appraised value of the Project will lie wholly within the boundaries and building restriction lines of the Project, and no improvement on an adjoining property encroaches upon the Project, and no easement or other encumbrance upon the Project encroaches upon any of the Improvements, so as to affect the value or marketability of the Project, except those insured against by the Title Insurance Policy or disclosed in the survey of the Project as approved by the Servicer.

Section 4.1.26 State Law Requirements. The Borrower hereby represents, covenants and agrees to comply with the provisions of all applicable state laws relating to the Borrower Loan, the Funding Loan and the Project.

Section 4.1.27 Filing and Recording Taxes. All transfer taxes, deed stamps, intangible taxes or other amounts in the nature of transfer taxes required to be paid by any Person under applicable Legal Requirements in connection with the transfer of the Project to the Borrower have been paid. All mortgage, mortgage recording, stamp, intangible or other similar taxes required to be paid by any Person under applicable Legal Requirements in connection with the execution, delivery, recordation, filing, registration, perfection or enforcement of any of the Borrower Loan Documents and the Funding Loan Documents have been or will be paid.

Section 4.1.28 Investment Company Act. The Borrower is not (i) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; or (ii) 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.

Section 4.1.29 Fraudulent Transfer. The Borrower has not accepted the Borrower Loan or entered into any Borrower Loan Document or Funding Loan Document with the actual intent to hinder, delay or defraud any creditor, and the Borrower has received reasonably equivalent value in exchange for its obligations under the Borrower Loan Documents and the Funding Loan Documents. Giving effect to the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, the fair saleable value of the Borrower's assets exceeds and will, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents, exceed the Borrower's total liabilities, including subordinated, unliquidated, disputed or contingent liabilities. The fair saleable value of the Borrower's assets is and will, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents, be greater than the Borrower's probable liabilities, including the maximum amount of its contingent liabilities or its debts as such debts become absolute and matured. The Borrower's assets do not and, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents will not, constitute unreasonably small capital to carry out its business as conducted or as proposed

to be conducted. The Borrower does not intend to, and does not believe that it will, incur debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Borrower).

Section 4.1.30 Ownership of the Borrower. Except as set forth in the Partnership Agreement of the Borrower, the Borrower has no obligation to any Person to purchase, repurchase or issue any ownership interest in the Borrower.

Section 4.1.31 Environmental Matters. To the best of Borrower's knowledge, the Project is not in violation of any Legal Requirement pertaining to or imposing liability or standards of conduct concerning environmental regulation, contamination or cleanup, and will comply with covenants and requirements relating to environmental hazards as set forth in the Security Instrument. The Borrower will execute and deliver the Agreement of Environmental Indemnification.

Section 4.1.32 Name; Principal Place of Business. Unless prior Written Notice is given to the Funding Lender, the Borrower does not use and will not use any trade name, and has not done and will not do business under any name other than its actual name set forth herein. The principal place of business of the Borrower is its primary address for notices as set forth in Section 10.1 hereof, and the Borrower has no other place of business, other than the Project and such principal place of business.

Section 4.1.33 Subordinated Debt. There is no secured or unsecured indebtedness with respect to the Project or any residual interest therein, other than Permitted Encumbrances and the permitted secured indebtedness described in Section 6.7 hereof, except an unsecured deferred developer fee not to exceed the amount permitted by Funding Lender as determined on the Closing Date.

Section 4.1.34 Filing of Taxes. The Borrower has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments, if any, payable by the Borrower.

Section 4.1.35 General Tax. All representations, warranties and certifications of the Borrower set forth in the Regulatory Agreement and the Tax Certificate are incorporated by reference herein and the Borrower will comply with such as if set forth herein.

Section 4.1.36 Approval of the Borrower Loan Documents and Funding Loan Documents. By its execution and delivery of this Borrower Loan Agreement, the Borrower approves the form and substance of the Borrower Loan Documents and the Funding Loan Documents, and agrees to carry out the responsibilities and duties specified in the Borrower Loan Documents and the Funding Loan Documents to be carried out by the Borrower. The Borrower acknowledges that (a) it understands the nature and structure of the transactions relating to the financing of the Project, (b) it is familiar with the provisions of all of the Borrower Loan Documents and the Funding Loan Documents and other documents and instruments relating to the financing, (c) it understands the risks inherent in such transactions, including without limitation the risk of loss of the Project, and (d) it has not relied on the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer in any manner.

Section 4.1.37 Funding Loan Agreement. The Borrower has read and accepts and agrees that it is bound by the Funding Loan Agreement and the Funding Loan Documents.

Section 4.1.38 Americans with Disabilities Act. The Project, as designed, will conform in all material respects with all applicable zoning, planning, building and environmental laws, ordinances and regulations of governmental authorities having jurisdiction over the Project, including, but not limited to, the Americans with Disabilities Act of 1990 (“ADA”), to the extent required (as evidenced by an architect’s certificate to such effect).

Section 4.1.39 Requirements of Act, Code and Regulations. The Project satisfies all requirements of the Act, the Code and the Regulations applicable to the Project.

Section 4.1.40 Regulatory Agreement. The Project is, as of the date of origination of the Funding Loan, in compliance with all requirements of the Regulatory Agreement to the extent such requirements are applicable; and 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 the Regulations, and pursuant to leases which comply with all applicable laws.

Section 4.1.41 Intention to Hold Project. The Borrower intends to hold the Project for its own account and has no current plans, and has not entered into any agreement, to sell the Project or any part of it; and the Borrower intends to occupy the Project or cause the Project to be occupied and to operate it or cause it to be operated at all times during the term of this Borrower Loan Agreement in compliance with the terms of this Borrower Loan Agreement and the Regulatory Agreement and does not know of any reason why the Project will not be so used by it in the absence of circumstances not now anticipated by it or totally beyond its control.

Section 4.1.42 Concerning General Partner.

(a) The General Partner is duly organized and validly existing under the laws of the State of California. The General Partner has all requisite power and authority, rights and franchises to enter into and perform its obligations under the Borrower Loan Documents and the Funding Loan Documents to be executed by it for its own account and on behalf of Borrower, as general partner of Borrower, under this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents.

(b) The General Partner has made all filings (including, without limitation, all required filings related to the use of fictitious business names) and is in good standing in the State and in each other jurisdiction in which the character of the property it owns or the nature of the business it transacts makes such filings necessary or where the failure to make such filings could have a material adverse effect on the business, operations, assets, condition (financial or otherwise) or prospects of General Partner.

(c) The General Partner is duly authorized to do business in the State.

(d) The execution, delivery and performance by Borrower of the Borrower Loan Documents and the Funding Loan Documents have been duly authorized by all necessary action of General Partner on behalf of Borrower, and by all necessary action on behalf of General Partner.

(e) The execution, delivery and performance by General Partner, on behalf of Borrower, of the Borrower Loan Documents and the Funding Loan Documents will not violate (i) General Partner’s organizational documents; (ii) any other Legal Requirement affecting

General Partner or any of its properties; or (iii) any agreement to which General Partner is bound or to which it is a party; and will not result in or require the creation (except as provided in or contemplated by this Borrower Loan Agreement) of any Lien upon any of such properties, any of the Collateral or any of the property or funds pledged or delivered to Funding Lender pursuant to the Security Documents.

Section 4.1.43 Government and Private Approvals. All governmental or regulatory orders, consents, permits, authorizations and approvals required for the construction, construction, use, occupancy and operation of the Improvements, that may be granted or denied in the discretion of any Governmental Authority, have been obtained and are in full force and effect (or, in the case of any of the foregoing that Borrower is not required to have as of the Closing Date, will be obtained), and will be maintained in full force and effect at all times during the construction of the Improvements. All such orders, consents, permits, authorizations and approvals that may not be denied in the discretion of any Governmental Authority shall be obtained prior to the commencement of any work for which such orders, consents, permits, authorizations or approvals are required, and, once obtained, such orders, consents, permits, authorizations and approvals will be maintained in full force and effect at all times during the construction of the Improvements. Except as set forth in the preceding two sentences, no additional governmental or regulatory actions, filings or registrations with respect to the Improvements, and no approvals, authorizations or consents of any trustee or holder of any indebtedness or obligation of Borrower, are required for the due execution, delivery and performance by Borrower or General Partner of any of the Borrower Loan Documents or the Funding Loan Documents or the Related Documents executed by Borrower or General Partner, as applicable. All required zoning approvals have been obtained, and the zoning of the Land for the Project is not conditional upon the happening of any further event.

Section 4.1.44 Concerning Guarantor. The Borrower Loan Documents and the Funding Loan Documents to which the Guarantor is a party or a signatory executed simultaneously with this Borrower Loan Agreement have been duly executed and delivered by Guarantor and are legally valid and binding obligations of Guarantor, enforceable against Guarantor in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

Section 4.1.45 No Material Defaults. Except as previously disclosed to Funding Lender and the Governmental Lender in writing, there exists no material violation of or material default by Borrower under, and, to the best knowledge of Borrower, no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default with respect to: (i) the terms of any instrument evidencing, securing or guaranteeing any indebtedness secured by the Project or any portion or interest thereof or therein; (ii) any lease or other agreement affecting the Project or to which Borrower is a party; (iii) any license, permit, statute, ordinance, law, judgment, order, writ, injunction, decree, rule or regulation of any Governmental Authority, or any determination or award of any arbitrator to which Borrower or the Project may be bound; or (iv) any mortgage, instrument, agreement or document by which Borrower or any of its respective properties is bound; in the case of any of the foregoing: (1) which involves any Borrower Loan Document or Funding Loan Document; (2) which involves the Project and is not adequately covered by insurance; (3) that might materially and adversely affect the ability of Borrower, General Partner or Guarantor or to perform any of its respective obligations under any of the Borrower Loan Documents or the Funding Loan Documents or any other material instrument, agreement or document to which it is a party; or (4) which might adversely affect the priority of the Liens created by this Borrower Loan Agreement or any of the Borrower Loan Documents or the Funding Loan Documents.

Section 4.1.46 Payment of Taxes. Except as previously disclosed to Funding Lender in writing: (i) all tax returns and reports of Borrower, General Partner and Guarantor required to be filed have been timely filed, and all taxes, assessments, fees and other governmental charges upon Borrower, General Partner and Guarantor, and upon their respective properties, assets, income and franchises, which are due and payable have been paid when due and payable; and (ii) Borrower knows of no proposed tax assessment against it or against General Partner or Guarantor that would be material to the condition (financial or otherwise) of Borrower, General Partner or Guarantor, and neither Borrower nor General Partner have contracted with any Governmental Authority in connection with such taxes.

Section 4.1.47 Rights to Project Agreements and Licenses. Borrower is the legal and beneficial owner of all rights in and to the Plans and Specifications and all existing Project Agreements and Licenses, and will be the legal and beneficial owner of all rights in and to all future Project Agreements and Licenses. Borrower's interest in the Plans and Specifications and all Project Agreements and Licenses is not subject to any present claim (other than under the Borrower Loan Documents and the Funding Loan Documents or as otherwise approved by Funding Lender in its sole discretion), set-off or deduction other than in the ordinary course of business.

Section 4.1.48 Patriot Act Compliance. Borrower is not now, nor has ever been (i) listed on any Government Lists (as defined below), (ii) a person who has been determined by a Governmental Authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense, or (iv) under investigation by any Governmental Authority for alleged criminal activity. For purposes hereof, the term "Patriot Act Offense" shall mean any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism; (B) the criminal laws against money laundering, (C) Bank Representative Secrecy Act, as amended, (D) the Money Laundering Control Act of 1986, as amended, or (E) the Patriot Act. "Patriot Act Offense" also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense. For purposes hereof, the term "Government Lists" shall mean (1) the Specially Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control ("OFAC"), (2) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC that Funding Lender notified Borrower in writing is now included in "Government Lists", or (3) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other Governmental Authority or pursuant to any Executive Order of the President of the United States of America that Funding Lender notified Borrower in writing is now included in "Government Lists".

Section 4.1.49 Rent Schedule. Borrower has prepared a prospective Unit absorption and rent collection schedule with respect to the Project substantially in the form attached as an exhibit to the Construction Funding Agreement, which schedule takes into account, among other relevant factors (i) a schedule of minimum monthly rentals for the Units, and (ii) any and all concessions including free rent periods, and on the basis of such schedule, Borrower believes it will collect rents with respect to the Project in amounts greater than or equal to debt service on the Borrower Loan.

Section 4.1.50 Other Documents. Each of the representations and warranties of Borrower or General Partner contained in any of the other Borrower Loan Documents or the Funding Loan Documents or Related Documents is true and correct in all material respects (or, in the case of representations or warranties contained in any of the other Borrower Loan Documents or Funding Loan Documents or Related Documents that speak as of a particular date, were true and correct in all material respects as of such date). All of such representations and warranties are incorporated herein for the benefit of Funding Lender.

Section 4.1.51 Subordinate Loan Documents. The Subordinate Loan Documents are in full force and effect and the Borrower has paid all commitment fees and other amounts due and payable to the Subordinate Lender(s) thereunder. There exists no material violation of or material default by the Borrower under, and no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default under the Subordinate Loan Documents.

Section 4.1.52 [Reserved].

Section 4.2. Survival of Representations and Covenants. All of the representations and warranties in Section 4.1 hereof and elsewhere in the Borrower Loan Documents (i) shall survive for so long as any portion of the Borrower Payment Obligations remains due and owing and (ii) shall be deemed to have been relied upon by the Governmental Lender and the Servicer notwithstanding any investigation heretofore or hereafter made by the Governmental Lender or the Servicer or on its or their behalf, provided, however, that the representations, warranties and covenants set forth in Section 4.1.31 hereof shall survive in perpetuity and shall not be subject to the exculpation provisions of Section 11.1 hereof.

ARTICLE V

AFFIRMATIVE COVENANTS

During the term of this Borrower Loan Agreement, the Borrower hereby covenants and agrees with the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer that:

Section 5.1. Existence. The Borrower shall (i) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence and its material rights, and franchises, (ii) continue to engage in the business presently conducted by it, (iii) obtain and maintain all material Licenses, and (iv) qualify to do business and remain in good standing under the laws of the State.

Section 5.2. Taxes and Other Charges. The Borrower shall pay all Taxes and Other Charges as the same become due and payable and prior to their becoming delinquent in accordance with the Security Instrument, except to the extent that the amount, validity or application thereof is being contested in good faith as permitted by the Security Instrument.

The Borrower covenants to pay all taxes and Other Charges of any type or character charged to the Funding Lender affecting the amount available to the Funding Lender from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and Other Charges 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 Funding Lender and taxes based upon or measured by the net income of the Funding Lender; provided, however, that the Borrower shall have the right to protest any such taxes or Other Charges and to require the Funding Lender, at the Borrower's expense, to protest and contest any such taxes or Other Charges levied upon them and that the Borrower shall have the right to withhold payment of any such taxes or Other Charges pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Funding Lender. This obligation shall remain valid and in effect notwithstanding repayment of the Borrower Loan hereunder or termination of this Borrower Loan Agreement.

Section 5.3. Repairs; Maintenance and Compliance; Physical Condition. The Borrower shall cause the Project to be maintained in a good, habitable and safe (so as to not threaten the health or safety of the Project's tenants or their invited guests) condition and repair (reasonable wear and tear excepted) as set forth in the Security Instrument and shall not remove, demolish or materially alter the Improvements or Equipment (except for removal of aging or obsolete equipment or furnishings in the normal course of business), except as provided in the Security Instrument.

Section 5.4. Litigation. The Borrower shall give prompt Written Notice to the Governmental Lender, the Funding Lender and the Servicer of any litigation, governmental proceedings or claims or investigations regarding an alleged actual violation of a Legal Requirement pending or, to the Borrower's knowledge, threatened against the Borrower which might materially adversely affect the Borrower's condition (financial or otherwise) or business or the Project.

Section 5.5. Performance of Other Agreements. The Borrower shall observe and perform in all material respects each and every term to be observed or performed by it pursuant to the terms of any agreement or instrument affecting or pertaining to the Project.

Section 5.6. Notices. The Borrower shall promptly advise the Governmental Lender, the Funding Lender and the Servicer of (i) any Material Adverse Change in the Borrower's financial condition, assets, properties or operations other than general changes in the real estate market, (ii) any fact or circumstance affecting the Borrower or the Project that materially and adversely affects the Borrower's ability to meet its obligations hereunder or under any of the other Borrower Loan Document to which it is a party in a timely manner, or (iii) the occurrence of any Potential Default or Event of Default of which the Borrower has knowledge. If the Borrower becomes subject to federal or state securities law filing requirements, the Borrower shall cause to be delivered to the Governmental Lender, the Funding Lender and the Servicer any Securities and Exchange Commission or other public filings, if any, of the Borrower within two (2) Business Days of such filing.

Section 5.7. Cooperate in Legal Proceedings. The Borrower shall cooperate fully with the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer with respect to, and permit the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer at their option, to participate in, any proceedings before any Governmental Authority that may in any way affect the rights of the Governmental Lender, the Funding Lender, the Fiscal Agent and/or the Servicer under any Borrower Loan Document or Funding Loan Document.

Section 5.8. Further Assurances. The Borrower shall, at the Borrower's sole cost and expense (except as provided in Section 9.1 hereof), (i) furnish to the Servicer and the Funding Lender all instruments, documents, boundary surveys, footing or foundation surveys (to the extent that Borrower's construction or renovation of the Project alters any existing building foundations or footprints), certificates, plans and specifications, appraisals, title and other insurance reports and agreements, reasonably requested by the Servicer or the Funding Lender for the better and more efficient carrying out of the intents and purposes of the Borrower Loan Documents and the Funding Loan Documents; (ii) execute and deliver to the Servicer and the Funding Lender such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or desirable, to evidence, preserve and/or protect the collateral at any time securing or intended to secure the Borrower Loan, as the Servicer, the Fiscal Agent (at the direction of the Funding Lender) and the Funding Lender may reasonably require from time to time; (iii) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of the Borrower Loan Documents and the Funding Loan Documents, as the Servicer, the Fiscal Agent (at the direction of the Funding Lender) or the Funding Lender shall reasonably require from time to time; provided, however, with respect to clauses (i)-(iii) above, the Borrower shall not be required to do anything that has the effect of (A) changing the essential economic terms of the Borrower Loan or (B) imposing upon the Borrower greater personal liability under the Borrower Loan Documents and the Funding Loan Documents; and (iv) upon the Servicer's, the Fiscal Agent's (at the direction of the Funding Lender) or the Funding Lender's request therefor given from time to time after the occurrence of any Potential Default or Event of Default for so long as such Potential Default or Event of Default, as applicable, is continuing pay for (a) reports of UCC, federal tax lien, state tax lien, judgment and pending litigation searches with respect to the Borrower and (b) searches of title to the Project, each such search to be conducted by search firms reasonably designated by the Servicer, the Fiscal Agent (at the direction of the Funding Lender) or the Funding Lender in each of the locations reasonably designated by the Servicer, the Fiscal Agent or the Funding Lender.

Section 5.9. Delivery of Financial Information. After notice to the Borrower of a Secondary Market Disclosure Document, the Borrower shall, concurrently with any delivery to the Funding Lender or the Servicer, deliver copies of all financial information required under Article IX.

Section 5.10. Environmental Matters. So long as the Borrower owns or is in possession of the Project, the Borrower shall (a) keep the Project in compliance with all Hazardous Materials Laws (as defined in the Security Instrument), (b) promptly notify the Funding Lender and the Servicer if the Borrower shall become aware that any Hazardous Materials (as defined in the Security Instrument) are on or near the Project in violation of Hazardous Materials Laws, and (c) commence and thereafter diligently prosecute to completion all remedial work necessary with respect to the Project required under any Hazardous Material Laws, in each case as set forth in the Security Instrument or the Agreement of Environmental Indemnification.

Section 5.11. Governmental Lender's, Fiscal Agent's and Funding Lender's Fees. The Borrower covenants to pay the reasonable fees and expenses of the Governmental Lender (including the Ongoing Governmental Lender Fee), the Fiscal Agent and the Funding Lender or any agents, attorneys, accountants, consultants selected by the Governmental Lender, the Fiscal Agent or the Funding Lender to act on its behalf in connection with this Borrower Loan Agreement and the other Borrower Loan Documents, the Regulatory Agreement and the Funding Loan Documents, including, without limitation, any and all reasonable expenses incurred in connection with the making of the Borrower Loan or in connection with any litigation which may at any time be instituted involving the Borrower Loan, this Borrower Loan Agreement, the other Borrower Loan Documents, the Regulatory Agreement and the Funding Loan Documents 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. This obligation shall remain valid and in effect notwithstanding repayment of the Borrower Loan hereunder or termination of this Borrower Loan Agreement.

Section 5.12. Estoppel Statement. The Borrower shall furnish to the Funding Lender, the Fiscal Agent or the Servicer for the benefit of the Funding Lender or the Servicer within ten (10) days after request by the Funding Lender and the Servicer, with a statement, duly acknowledged and certified, setting forth (i) the unpaid principal of the Borrower Note, (ii) the applicable Interest Rate, (iii) the date installments of interest and/or principal were last paid, (iv) any offsets or defenses to the payment of the Borrower Payment Obligations, and (v) that the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party are valid, legal and binding obligations of the Borrower and have not been modified or, if modified, giving particulars of such modification, and no Event of Default exists thereunder or specify any Event of Default that does exist thereunder. The Borrower shall use commercially reasonable efforts to furnish to the Funding Lender or the Servicer, within 30 days of a request by the Funding Lender or Servicer, tenant estoppel certificates from each commercial tenant at the Project in form and substance reasonably satisfactory to the Funding Lender and the Servicer; provided that the Funding Lender and the Servicer shall not make such requests more frequently than twice in any year.

Section 5.13. Defense of Actions. The Borrower shall appear in and defend any action or proceeding purporting to affect the security for this Borrower Loan Agreement hereunder or under the Borrower Loan Documents and the Funding Loan Documents, and shall pay, in the manner required by Section 2.4 hereof, all costs and expenses, including the cost of evidence of title and attorneys' fees, in any such action or proceeding in which Funding Lender may appear. If the Borrower fails to perform any of the covenants or agreements contained in this Borrower Loan Agreement or any other Borrower Loan Document, or if any action or proceeding is commenced that is not diligently defended by the Borrower which affects the Funding Lender's interest in the Project or any part thereof, including eminent domain, code enforcement or proceedings of any nature whatsoever under any Federal or state law, whether now existing or hereafter enacted or amended, then the Funding Lender may make such appearances, disburse

such sums and take such action as the Funding Lender deems necessary or appropriate to protect its interests. Such actions include disbursement of attorneys' fees, entry upon the Project to make repairs or take other action to protect the security of the Project, and payment, purchase, contest or compromise of any encumbrance, charge or lien which in the judgment of Funding Lender appears to be prior or superior to the Borrower Loan Documents or the Funding Loan Documents. The Funding Lender shall have no obligation to do any of the above. The Funding Lender may take any such action without notice to or demand upon the Borrower. No such action shall release the Borrower from any obligation under this Borrower Loan Agreement or any of the other Borrower Loan Documents or Funding Loan Documents. In the event (i) that the Security Instrument is foreclosed in whole or in part or that any Borrower Loan Document is put into the hands of an attorney for collection, suit, action or foreclosure, or (ii) of the foreclosure of any mortgage, deed of trust or deed to secure debt prior to or subsequent to the Security Instrument or any Borrower Loan Document in which proceeding the Funding Lender is made a party or (iii) of the bankruptcy of the Borrower or an assignment by the Borrower for the benefit of its creditors, the Borrower shall be chargeable with and agrees to pay all costs of collection and defense, including actual attorneys' fees in connection therewith and in connection with any appellate proceeding or post-judgment action involved therein, which shall be due and payable together with all required service or use taxes.

Section 5.14. Expenses. The Borrower shall pay all reasonable expenses incurred by the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer (except as provided in Section 9.1 hereof) in connection with the Borrower Loan and the Funding Loan, including reasonable fees and expenses of the Governmental Lender's, the Funding Lender's, the Fiscal Agent's and the Servicer's attorneys, environmental, engineering and other consultants, and fees, charges or taxes for the recording or filing of the Borrower Loan Documents and the Funding Loan Documents. The Borrower shall pay or cause to be paid all reasonable expenses of the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer (except as provided in Section 9.1 hereof) in connection with the issuance or administration of the Borrower Loan and the Funding Loan, including audit costs, inspection fees, settlement of condemnation and casualty awards, and premiums for title insurance and endorsements thereto. The Borrower shall, upon request, promptly reimburse the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer for all reasonable amounts expended, advanced or incurred by the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer to collect the Borrower Note, or to enforce the rights of the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer under this Borrower Loan Agreement or any other the Borrower Loan Document, or to defend or assert the rights and claims of the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer under the Borrower Loan Documents and the Funding Loan Documents arising out of an Event of Default or with respect to the Project (by litigation or other proceedings) arising out of an Event of Default, which amounts will include all court costs, attorneys' fees and expenses, fees of auditors and accountants, and investigation expenses as may be reasonably incurred by the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer in connection with any such matters (whether or not litigation is instituted), together with interest at the Default Rate on each such amount from the date the amount is incurred until the date of reimbursement to the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer, all of which shall constitute part of the Borrower Loan and the Funding Loan and shall be secured by the Borrower Loan Documents and the Funding Loan Documents. The obligations and liabilities of the Borrower under this Section 5.14 shall survive the Term of this Borrower Loan Agreement and the exercise by the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer, as the case may be, of any of its rights or remedies under the Borrower Loan Documents and the Funding Loan Documents, including the acquisition of the Project by foreclosure or a conveyance in lieu of foreclosure. Notwithstanding the foregoing, the Borrower shall not be obligated to pay amounts incurred as a result of the gross negligence

or willful misconduct of any other party, and any obligations of the Borrower to pay for environmental inspections or audits will be governed by Section 18(i) and 43(i) of the Security Instrument.

Section 5.15. Indemnity. In addition to its other obligations hereunder, and in addition to any and all rights of reimbursement, indemnification, subrogation and other rights of Governmental Lender, the Fiscal Agent or Funding Lender pursuant hereto, pursuant to the Regulatory Agreement and under law or equity, to the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Governmental Lender, the Funding Lender, the Fiscal Agent, the Servicer, the Beneficiary Parties, Citigroup, Inc., and each of their respective Supervisors, officers, directors, employees, attorneys and agents (each an “Indemnified Party”), against any and all losses, damages, claims, actions, liabilities, reasonable costs and expenses of any nature, kind or character (including, without limitation, reasonable attorneys’ fees, litigation and court costs, amounts paid in settlement (to the extent that the Borrower has consented to such settlement) and amounts paid to discharge judgments) (hereinafter, the “Liabilities”) to which the Indemnified Parties, or any of them, may become subject under federal or state securities laws or any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to:

(a) The Borrower Loan Documents and the Funding Loan Documents or the execution or amendment thereof or in connection with transactions contemplated thereby, including the sale, transfer or resale of the Borrower Loan or the Funding Loan, except with respect to any Secondary Market Disclosure Document (other than any Borrower’s obligations under Article IX);

(b) Any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Borrower Loan, the Funding Loan or 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 construction of, the Project or any part thereof;

(c) Any lien (other than a Permitted Lien) or charge upon payments by the Borrower to the Governmental Lender, the Fiscal Agent or the Funding Lender hereunder, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and Other Charges imposed on the Governmental Lender, the Fiscal Agent or the Funding Lender in respect of any portion of the Project;

(d) Any violation of any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Project or any part thereof during the period in which the Borrower is in possession or control of the Project;

(e) The enforcement of, or any action taken by the Governmental Lender, the Fiscal Agent or the Funding Lender related to remedies under, this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents;

(f) [Reserved];

(g) Any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact by the Borrower made in the course of Borrower applying for the Borrower Loan or the Funding Loan or contained in any of the Borrower Loan Documents or Funding Loan Documents to which the Borrower is a party;

(h) Any Determination of Taxability;

(i) Any breach (or alleged breach) by Borrower of any representation, warranty or covenant made in or pursuant to this Borrower Loan Agreement or in connection with any written or oral representation, presentation, report, appraisal or other information given or delivered by Borrower, General Partner, Guarantor or their Affiliates to Governmental Lender, the Fiscal Agent, the Funding Lender, Servicer or any other Person in connection with the Borrower's application for the Borrower Loan and the Funding Loan (including, without limitation, any breach or alleged breach by Borrower of any agreement with respect to the provision of any substitute credit enhancement);

(j) any failure (or alleged failure) by Borrower, the Funding Lender or Governmental Lender to comply with applicable federal and state laws and regulations pertaining to the making of the Borrower Loan and the Funding Loan;

(k) the Project, or the condition, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, acquisition, installation, construction or construction of, the Project or any part thereof; or

(l) the use of the proceeds of the Borrower Loan and the Funding Loan,

except in the case of the foregoing indemnification of the Governmental Lender or any related Indemnified Party, to the extent such damages are caused by the willful misconduct of such Indemnified Party, and except in the case of the foregoing indemnification of the Funding Lender or the Servicer or any related Indemnified Party, to the extent such damages are caused by the gross negligence or willful misconduct of such Indemnified Party. Notwithstanding anything herein to the contrary, the Borrower's indemnification obligations to the parties specified in Section 9.1.4 hereof with respect to any securitization or Secondary Market Transaction described in Article IX hereof shall be limited to the indemnity set forth in Section 9.1.4 hereof. 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 (which notice shall be timely given so as not to materially impair the Borrower's right to defend), shall assume the investigation and defense thereof, including the employment of counsel reasonably approved 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, which approval shall not be unreasonably withheld. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and to participate in the investigation and defense thereof. 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 and only if in such Indemnified Party's good faith judgment (based on the advice of counsel) a conflict of interest exists or could arise by reason of common representation.

Notwithstanding any transfer of the Project to another owner in accordance with the provisions of this Borrower Loan Agreement or the Regulatory Agreement, the Borrower shall remain obligated to indemnify each Indemnified Party pursuant to this Section 5.15 if such subsequent owner fails to indemnify any party entitled to be indemnified hereunder, unless the Governmental Lender and the Funding Lender have consented to such transfer and to the assignment of the rights and obligations of the Borrower hereunder.

The rights of any persons to indemnity hereunder shall survive the final payment or defeasance of the Borrower Loan and the Funding Loan and in the case of the Servicer, any resignation or removal. The provisions of this Section 5.15 shall survive the termination of this Borrower Loan Agreement.

Section 5.16. No Warranty of Condition or Suitability by the Governmental Lender or Funding Lender. Neither the Governmental Lender nor the Funding Lender makes any warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Borrower's purposes or needs.

Section 5.17. Right of Access to the Project. The Borrower agrees that the Governmental Lender, the Funding Lender, the Servicer and the Construction Consultant, and their duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but no obligation, at all reasonable times during business hours and upon reasonable notice, to enter onto the Land (a) to examine, test and inspect the Project without material interference or prejudice to the Borrower's operations and (b) to perform such work in and about the Project made necessary by reason of the Borrower's default under any of the provisions of this Borrower Loan Agreement. The Governmental Lender, the Funding Lender, the Servicer, and their duly authorized agents, attorneys, accountants and representatives shall also be permitted, without any obligation to do so, at all reasonable times and upon reasonable notice during business hours, to examine the books and records of the Borrower with respect to the Project.

Section 5.18. Notice of Default. The Borrower will advise the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer promptly in writing of the occurrence of any Potential Default or Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

Section 5.19. Covenant with Governmental Lender and Funding Lender. The Borrower agrees that this Borrower Loan Agreement is executed and delivered in part to induce the purchase by others of the Governmental Lender Note and, accordingly, all covenants and agreements of the Borrower contained in this Borrower Loan Agreement are hereby declared to be for the benefit of the Governmental Lender, the Funding Lender, the Fiscal Agent and any lawful owner, holder or pledgee of the Borrower Note or the Governmental Lender Note from time to time.

Section 5.20. Obligation of the Borrower to Construct the Project. The Borrower shall proceed with reasonable dispatch to construct the Project. If the proceeds of the Borrower Loan, together with the Other Borrower Moneys, available to be disbursed to the Borrower are not sufficient to pay the costs of such construction, the Borrower shall pay such additional costs from its own funds. The Borrower shall not be entitled to any reimbursement from the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer in respect of any such costs or to any diminution or abatement in the repayment of the Borrower Loan. The Governmental Lender, the Fiscal Agent and the Funding Lender shall not be liable to the Borrower or any other person if for any reason the Project is not completed or if the proceeds of the Borrower Loan are insufficient to pay all costs of the Project. The Governmental Lender, the Fiscal Agent and the Funding Lender do not make any representation or warranty, either express or implied, that moneys, if any, which will be made available to the Borrower will be sufficient to complete the Project, and the Governmental Lender, the Fiscal Agent and the Funding Lender shall not be liable to the Borrower or any other person if for any reason the Project is not completed.

Section 5.21. Maintenance of Insurance. Borrower will maintain the insurance required by the Security Instrument.

Section 5.22. Information; Statements and Reports. Borrower shall furnish or cause to be furnished to the Funding Lender:

(a) Notice of Default. As soon as possible, and in any event not later than five (5) Business Days after the occurrence of any Event of Default or Potential Default, a statement of an Authorized Representative of Borrower describing the details of such Event of Default or Potential Default and any curative action Borrower proposes to take;

(b) Financial Statements; Rent Rolls. In the manner and to the extent required under the Security Instrument, such financial statements, expenses statements, rent rolls, reports and other financial documents and information as required by the Security Instrument and the other Borrower Loan Documents and Funding Loan Documents, in the form and within the time periods required therein;

(c) General Partner. As soon as available and in any event within one hundred twenty (120) days after the end of each fiscal year of General Partner, copies of the financial statements of General Partner as of such date, prepared in substantially the form previously delivered to the Governmental Lender and Funding Lender and in a manner consistent therewith, or in such form (which may include a form prepared in accordance with GAAP) as Funding Lender may reasonably request;

(d) Leasing Reports. Prior to the Conversion Date, on a monthly basis (and in any event within fifteen (15) days after the end of each Calendar Month), a report of all efforts made by Borrower, if any, to lease all or any portion of the Project during such Calendar Month and on a cumulative basis since Project inception, which report shall be prepared and delivered by Borrower, shall be in form and substance satisfactory to Funding Lender, and shall, if requested by Funding Lender, be supported by copies of letters of intent, leases or occupancy agreements, as applicable;

(e) Audit Reports. Promptly upon receipt thereof, copies of all reports, if any, submitted to Borrower by independent public accountants in connection with each annual, interim or special audit of the financial statements of Borrower made by such accountants, including the comment letter submitted by such accountants to management in connection with their annual audit;

(f) Notices; Certificates or Communications. Immediately upon giving or receipt thereof, copies of any notices, certificates or other communications delivered at the Project or to Borrower or General Partner naming Governmental Lender or Funding Lender as addressee or which could reasonably be deemed to affect the structural integrity of the Project or the ability of Borrower to perform its obligations under the Borrower Loan Documents and the Funding Loan Documents;

(g) Certification of Non-Foreign Status. Promptly upon request of Funding Lender from time to time, a Certification of Non-Foreign Status, executed on or after the date of such request by Funding Lender;

(h) Compliance Certificates. Together with each of the documents required pursuant to Section 5.22(b) hereof submitted by or on behalf of Borrower, a statement, in form and substance satisfactory to Funding Lender and certified by an Authorized Borrower Representative, to the effect that Borrower is in compliance with all covenants,

terms and conditions applicable to Borrower, under or pursuant to the Borrower Loan Documents and the Funding Loan Documents and under or pursuant to any other Debt owing by Borrower to any Person, and disclosing any noncompliance therewith, and any Event of Default or Potential Default, and describing the status of Borrower's actions to correct such noncompliance, Event of Default or Potential Default, as applicable; and

(i) Other Items and Information. Such other information concerning the assets, business, financial condition, operations, property, prospects and results of operations of Borrower, General Partner, Guarantor or the Project, as Funding Lender or Governmental Lender reasonably requests from time to time.

Borrower shall furnish to Governmental Lender, upon its written request, any of the items described in the foregoing subsections (a) through and including (i) above.

Section 5.23. Additional Notices. Borrower will, promptly after becoming aware thereof, give notice to Funding Lender and the Governmental Lender of:

(a) any Lien affecting the Project, or any part thereof, other than Liens expressly permitted under this Borrower Loan Agreement;

(b) any Legal Action which is instituted by or against Borrower, General Partner or Guarantor, or any Legal Action which is threatened against Borrower, General Partner or Guarantor which, in any case, if adversely determined, could have a material adverse effect upon the business, operations, properties, prospects, assets, management, ownership or condition (financial or otherwise) of Borrower, General Partner, Guarantor or the Project;

(c) any Legal Action which constitutes an Event of Default or a Potential Default or a default under any other Contractual Obligation to which Borrower, General Partner or Guarantor is a party or by or to which Borrower, General Partner or Guarantor, or any of their respective properties or assets, may be bound or subject, which default would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable;

(d) any default, alleged default or potential default on the part of Borrower under any of the CC&R's (together with a copy of each notice of default, alleged default or potential default received from any other party thereto);

(e) any notice of default, alleged default or potential default on the part of Borrower received from any tenant or occupant of the Project under or relating to its lease or occupancy agreement (together with a copy of any such notice), if, in the aggregate, notices from at least fifteen percent (15%) of the tenants at the Project have been received by Borrower with respect to, or alleging, the same default, alleged default or potential default;

(f) any change or contemplated change in (i) the location of Borrower's or General Partner's executive headquarters or principal place of business; (ii) the legal, trade, or fictitious business names used by Borrower or General Partner; or (iii) the nature of the trade or business of Borrower; and

(g) any default, alleged default or potential default on the part of any general or limited partner (including, without limitation, General Partner and the Equity Investor) under the Partnership Agreement.

Section 5.24. Compliance with Other Agreements; Legal Requirements.

(a) Borrower shall timely perform and comply with, and shall cause General Partner to timely perform and comply with the covenants, agreements, obligations and restrictions imposed on them under the Partnership Agreement, and Borrower shall not do or permit to be done anything to impair any such party's rights or interests under any of the foregoing.

(b) Borrower will comply and, to the extent it is able, will require others to comply with, all Legal Requirements of all Governmental Authorities having jurisdiction over the Project or construction of the Improvements, and will furnish Funding Lender with reports of any official searches for or notices of violation of any requirements established by such Governmental Authorities. Borrower will comply and, to the extent it is able, will require others to comply, with applicable CC&R's and all restrictive covenants and all obligations created by private contracts and leases which affect ownership, construction, equipping, fixturing, use or operation of the Project, and all other agreements requiring a certain percentage of the Units to be rented to persons of low or moderate income. The Improvements, when completed, shall comply with all applicable building, zoning and other Legal Requirements, and will not violate any restrictions of record against the Project or the terms of any other lease of all or any portion of the Project. Funding Lender and Governmental Lender shall at all times have the right to audit, at Borrower's expense, Borrower's compliance with any agreement requiring a certain percentage of the Units to be rented to persons of low or moderate income, and Borrower shall supply all such information with respect thereto as Funding Lender or Governmental Lender, as applicable, may request and otherwise cooperate with Funding Lender or Governmental Lender, as applicable, in any such audit. Without limiting the generality of the foregoing, Borrower shall properly obtain, comply with and keep in effect (and promptly deliver copies to Funding Lender of) all permits, licenses and approvals which are required to be obtained from Governmental Authorities in order to construct, occupy, operate, market and lease the Project.

Section 5.25. Completion and Maintenance of Project. Borrower shall cause the construction of the Improvements to be prosecuted with diligence and continuity and completed substantially in accordance with the Plans and Specifications, and in accordance with the Construction Funding Agreement, free and clear of any liens or claims for liens (but without prejudice to Borrower's rights of contest under Section 10.16 hereof) ("Completion") on or before the Completion Date. Borrower shall thereafter maintain the Project as a residential apartment complex in good order and condition, ordinary wear and tear excepted. A maintenance program shall be in place at all times to assure the continuation of first class maintenance.

Section 5.26. Fixtures. Borrower shall deliver to Funding Lender, on demand, any contracts, bills of sale, statements, receipted vouchers or agreements under which Borrower or any other Person claims title to any materials, fixtures or articles incorporated into the Improvements.

Section 5.27. Income from Project. Borrower shall first apply all Gross Income to Expenses of the Project, including all amounts then required to be paid under the Borrower Loan Documents and the Funding Loan Documents and the funding of all sums necessary to meet the Replacement Reserve Fund Requirement, before using or applying such Gross Income for any other purpose. Prior to the Conversion Date, Borrower shall not make or permit any

distributions or other payments of Net Operating Income to its partners, shareholders or members, as applicable, in each case, without the prior Written Consent of Funding Lender.

Section 5.28. Leases and Occupancy Agreements.

(a) ***Lease Approval.***

(i) Borrower has submitted to Funding Lender, and Funding Lender has approved, Borrower's standard form of tenant lease for use in the Project. Borrower shall not materially modify that approved lease form without Funding Lender's prior Written Consent in each instance, which consent shall not be unreasonably withheld or delayed. Borrower may enter into leases of space within the Improvements (and amendments to such leases) in the ordinary course of business with bona fide third party tenants without Funding Lender's prior Written Consent if:

(A) The lease is a Permitted Lease, and is executed in the form attached as an exhibit to the Construction Funding Agreement without material modification;

(B) Borrower, acting in good faith following the exercise of due diligence, has determined that the tenant meets requirements imposed under any applicable CC&R and is financially capable of performing all of its obligations under the lease; and

(C) The lease conforms to the Rent Schedule attached as an exhibit to the Construction Funding Agreement and reflects an arm's-length transaction, subject to the requirement that the Borrower comply with any applicable CC&R.

(ii) If any Event of Default has occurred and is continuing, Funding Lender may make written demand on Borrower to submit all future leases for Funding Lender's approval prior to execution. Borrower shall comply with any such demand by Funding Lender.

(iii) No approval of any lease by Funding Lender shall be for any purpose other than to protect Funding Lender's security for the Borrower Loan and to preserve Funding Lender's rights under the Borrower Loan Documents and the Funding Loan Documents. No approval by Funding Lender shall result in a waiver of any default of Borrower. In no event shall any approval by Funding Lender of a lease be a representation of any kind with regard to the lease or its enforceability, or the financial capacity of any tenant or guarantor.

(b) ***Landlord's Obligations.*** Borrower shall perform all obligations required to be performed by it as landlord under any lease affecting any part of the Project or any space within the Improvements.

(c) ***Leasing and Marketing Agreements.*** Except as may be contemplated in the Management Agreement with Borrower's Manager, Borrower shall not without the approval of Funding Lender enter into any leasing or marketing agreement and Funding Lender reserves the right to approve the qualifications of any marketing or leasing agent.

Section 5.29. Project Agreements and Licenses. To the extent not heretofore delivered to Funding Lender, Borrower will furnish to Funding Lender, as soon as available, true and correct copies of all Project Agreements and Licenses and the Plans and Specifications, together

with assignments thereof to Funding Lender and consents to such assignments where required by Funding Lender, all in form and substance acceptable to Funding Lender. Neither Borrower nor General Partner has assigned or granted, or will assign or grant, a security interest in any of the Project Agreements and Licenses, other than to Funding Lender.

Section 5.30. Payment of Debt Payments. In addition to its obligations under the Borrower Note, Borrower will (i) duly and punctually pay or cause to be paid all principal of and interest on any Debt of Borrower as and when the same become due on or before the due date; (ii) comply with and perform all conditions, terms and obligations of other instruments or agreements evidencing or securing such Debt; (iii) promptly inform Funding Lender of any default, or anticipated default, under any such note, agreement, instrument; and (iv) forward to Funding Lender a copy of any notice of default or notice of any event that might result in default under any such note, agreement, instrument, including Liens encumbering the Project, or any portion thereof, which have been subordinated to the Security Instrument (regardless of whether or not permitted under this Borrower Loan Agreement).

Section 5.31. ERISA. Borrower will comply, and will cause each of its ERISA Affiliates to comply, in all respects with the provisions of ERISA.

Section 5.32. Patriot Act Compliance. Borrower shall use its good faith and commercially reasonable efforts to comply with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over Borrower and/or the Project, including those relating to money laundering and terrorism. Funding Lender shall have the right to audit Borrower's compliance with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over Borrower and/or the Project, including those relating to money laundering and terrorism. In the event that Borrower fails to comply with the Patriot Act or any such requirements of Governmental Authorities, then Funding Lender may, at its option, cause Borrower to comply therewith and any and all costs and expenses incurred by Funding Lender in connection therewith shall be secured by the Security Instrument and shall be immediately due and payable.

Borrower covenants that it shall comply with all Legal Requirements and internal requirements of Funding Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect. Without limiting the foregoing, Borrower shall not take any action, or permit any action to be taken, that would cause Borrower's representations and warranties in this Article V to become untrue or inaccurate at any time during the term of the Funding Loan. Upon any Beneficiary Party's request from time to time during the term of the Funding Loan, Borrower shall certify in writing to such Beneficiary Party that Borrower's representations, warranties and obligations under Article V remain true and correct and have not been breached, and in addition, upon request of any Beneficiary Party, Borrower covenants to provide all information required to satisfy obligations under all Legal Requirements and internal requirements of Funding Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, during the term of the Funding Loan. Borrower shall immediately notify the Funding Lender in writing of (a) Borrower's actual knowledge that any of such representations, warranties or covenants are no longer true and have been breached, (b) Borrower has a reasonable basis to believe that they may no longer be true and have been breached or (c) Borrower becomes the subject of an investigation by Government Authorities related to money laundering, anti-terrorism, trade embargos and economic sanctions. Borrower shall also reimburse Funding Lender for any expense incurred by Funding Lender in evaluating the effect of an investigation by Governmental Authorities on the Funding Loan and Funding Lender's interest in the collateral for the Funding Loan, in obtaining necessary license from Governmental Authorities as may be necessary for Funding Lender to enforce its rights under the Funding Loan Documents, and in

complying with all Legal Requirements and internal requirements of Funding Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect applicable to Funding Lender as a result of the existence of such an event and for any penalties or fines imposed upon Funding Lender as a result thereof.

Section 5.33. Funds from Equity Investor. Borrower shall cause the Equity Investor to fund all installments of the Equity Contributions in the amounts and at the times subject and according to the terms of the Partnership Agreement.

Section 5.34. Tax Covenants. The Borrower further represents, warrants and covenants as follows:

(a) **General.** The Borrower shall not take any action or omit to take any action which, if taken or omitted, respectively, would adversely affect the exclusion of interest on the Governmental Lender Note from gross income (as defined in Section 61 of the Code), for federal income tax purposes and, if it should take or permit any such action, the Borrower will take all lawful actions that it can take to rescind such action promptly upon having knowledge thereof and that the Borrower will take such action or actions, including amendment of this Borrower Loan Agreement, the Security Instrument, the Regulatory Agreement and the Partnership Agreement, as may be necessary, in the opinion of Tax Counsel, to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service applicable to the Governmental Lender Note, the Funding Loan or affecting the Project. Capitalized terms used in this Section 5.34 shall have the respective meanings assigned to them in the Regulatory Agreement or, if not defined therein, in the Funding Loan Agreement. With the intent not to limit the generality of the foregoing, the Borrower covenants and agrees that, prior to the final maturity of the Governmental Lender Note, unless it has received and filed with the Governmental Lender and the Funding Lender a Tax Counsel No Adverse Effect Opinion, as such term is defined in the Funding Loan Agreement (other than with respect to interest on any portion of the Governmental Lender Note for a period during which such portion of the Governmental Lender Note is held by a “substantial user” of any facility financed with the proceeds of the Governmental Lender Note or a “related person,” as such terms are used in Section 147(a) of the Code), the Borrower will comply with this Section 5.34.

(b) **Use of Proceeds.** The use of the net proceeds of the Funding Loan at all times will satisfy the following requirements:

(i) **Limitation on Net Proceeds.** At least 95% of the net proceeds of the Funding Loan (within the meaning of the Code) actually expended shall be used to pay Qualified Project Costs that are costs of a “qualified residential rental project” (within the meaning of Sections 142(a)(7) and 142(d) of the Code) and property that is “functionally related and subordinate” thereto (within the meaning of Sections 1.103-8(a)(3) and 1.103-8(b)(4)(iii) of the Regulations).

(ii) **Limit on Costs of Funding.** The proceeds of the Funding Loan will be expended by Borrower for the purposes set forth in this Borrower Loan Agreement and in the Funding Loan Agreement and no portion thereof in excess of two percent of the proceeds of the Funding Loan, within the meaning of Section 147(g) of the Code, will be expended to pay Costs of Funding.

(iii) **Prohibited Facilities.** The Borrower shall not use or permit the use of any proceeds of the Funding Loan or any income from the investment thereof to provide any airplane, skybox, or other private luxury box, health club facility, any facility primarily

used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(iv) ***Limitation on Land.*** Less than 25 percent of the net proceeds of the Funding Loan actually expended will be used, directly or indirectly, for the acquisition of land or an interest therein, nor will any portion of the net proceeds of the Funding Loan be used, directly or indirectly, for the acquisition of land or an interest therein to be used for farming purposes.

(v) ***Limitation on Existing Facilities.*** No portion of the net proceeds of the Funding Loan will be used for the acquisition of any existing property or an interest therein unless (A) the first use of such property is pursuant to such acquisition or (B) the construction expenditures with respect to any building and the equipment therefor equal or exceed 15 percent of the cost of acquiring such building financed with the proceeds of the Funding Loan (with respect to structures other than buildings, this clause shall be applied by substituting 100 percent for 15 percent). For purposes of the preceding sentence, the term "construction expenditures" shall have the meaning set forth in Section 147(d)(3) of the Code.

(vi) ***Accuracy of Information.*** The information furnished by the Borrower and used by the Governmental Lender in preparing its certifications with respect to Section 148 of the Code and the Borrower's information statement pursuant to Section 149(e) of the Code is accurate and complete as of the date of origination of the Funding Loan.

(vii) ***Limitation of Project Expenditures.*** The acquisition and construction of the Project were not commenced (within the meaning of Section 144(a) of the Code) prior to the 60th day preceding the adoption of the resolution of the Governmental Lender with respect to the Project on March 21, 2017, and no obligation for which reimbursement will be sought from proceeds of the Funding Loan relating to the acquisition or construction of the Project was paid or incurred prior to 60 days prior to such date, except for permissible "preliminary expenditures", which include architectural, engineering surveying, soil testing, construction bond issuance and similar costs incurred prior to the commencement of the acquisition and construction of the Project.

(viii) ***Qualified Costs.*** The Borrower hereby represents, covenants and warrants that the proceeds of the Funding Loan shall be used or deemed used exclusively to pay costs which (i) are (A) capital expenditures (as defined in Section 1.150-1(a) of the Code's regulations) and (B) not made for the acquisition of existing property, to the extent prohibited in Section 147(d) of the Code and that for the greatest number of buildings the proceeds of the Funding Loan shall be deemed allocated on a pro rata basis to each building in the Project and the land on which it is located so that each building and the land on which it is located will have been financed fifty percent (50%) or more by the proceeds of the Funding Loan for the purpose of complying with Section 42(h)(4)(B) of the Code; provided however, the foregoing representation, covenant and warranty is made for the benefit of the Borrower and its partners and neither the Funding Lender nor the Governmental Lender shall have any obligation to enforce this paragraph nor shall they incur any liability to any person, including without limitation, the Borrower, the partners of the Borrower, any other affiliate of the Borrower or the holders or payees of the Funding Loan and the Borrower Note for any failure to meet the intent expressed in the foregoing representation, covenant and warranty; and provided further, failure to comply with this representation, covenant and warranty

shall not constitute a default or event of default under this Borrower Loan Agreement or the Funding Loan Agreement.

(c) **Limitation on Maturity.** The average maturity of the Governmental Lender Note does not exceed 120 percent of the average reasonably expected economic life of the Project to be financed by the Funding Loan, weighted in proportion to the respective cost of each item comprising the property the cost of which has been or will be financed, directly or indirectly, with the net proceeds of the Funding Loan. For purposes of the preceding sentence, the reasonably expected economic life of property shall be determined as of the later of (A) the Closing Date for the Funding Loan or (B) the date on which such property is placed in service (or expected to be placed in service). In addition, land shall not be taken into account in determining the reasonably expected economic life of property.

(d) **No Arbitrage.** The Borrower shall not take any action or omit to take any action with respect to the Gross Proceeds of the Funding Loan or of any amounts expected to be used to pay the principal thereof or the interest thereon which, if taken or omitted, respectively, would cause the Governmental Lender Note to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Except as provided in the Funding Loan Agreement and this Borrower Loan Agreement, the Borrower shall not pledge or otherwise encumber, or permit the pledge or encumbrance of, any money, investment, or investment property as security for payment of any amounts due under this Borrower Loan Agreement or the Borrower Note relating to the Funding Loan, shall not establish any segregated reserve or similar fund for such purpose and shall not prepay any such amounts in advance of the redemption date of an equal principal amount of the Funding Loan, unless the Borrower has obtained in each case a Tax Counsel No Adverse Effect Opinion with respect to such action, a copy of which shall be provided to the Governmental Lender and the Funding Lender. The Borrower shall not, at any time prior to the final maturity of the Funding Loan, invest or cause any Gross Proceeds to be invested in any investment (or to use Gross Proceeds to replace money so invested), if, as a result of such investment the Yield of all investments acquired with Gross Proceeds (or with money replaced thereby) on or prior to the date of such investment exceeds the Yield of the Funding Loan to the Maturity Date, except as permitted by Section 148 of the Code and Regulations thereunder or as provided in the Regulatory Agreement. The Borrower further covenants and agrees that it will comply with all applicable requirements of said Section 148 and the rules and Regulations thereunder relating to the Funding Loan and the interest thereon, including the employment of a Rebate Analyst acceptable to the Governmental Lender and Funding Lender at all times from and after the Closing Date for the calculation of rebatable amounts to the United States Treasury Department. The Borrower agrees that it will cause the Rebate Analyst to calculate the rebatable amounts not later than forty-five days after the fifth anniversary of the Closing Date and each five years thereafter, and not later than forty-five days after the final Computation Date, and agrees that the Borrower will pay all costs associated therewith. The Borrower agrees to provide evidence of the employment of the Rebate Analyst satisfactory to the Governmental Lender and Funding Lender.

(e) **No Federal Guarantee.** Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Borrower shall not take or omit to take any action which would cause the Governmental Lender Note to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) **Representations.** The Borrower has supplied or caused to be supplied to Tax Counsel all documents, instruments and written information requested by Tax Counsel, and all such documents, instruments and written information supplied by or on behalf of the Borrower at the request of Tax Counsel, which have been reasonably relied upon by Tax Counsel in rendering its opinion with respect to the exclusion from gross income of the interest on the

Governmental Lender Note for federal income tax purposes, are true and correct in all material respects, do not contain any untrue statement of a material fact and do not omit to state any material fact necessary to be stated therein in order to make the information provided therein, in light of the circumstances under which such information was provided, not misleading, and the Borrower is not aware of any other pertinent information which Tax Counsel has not requested.

(g) ***Qualified Residential Rental Project.*** The Borrower hereby covenants and agrees that the Project will be operated as a “qualified residential rental project” within the meaning of Section 142(d) of the Code, on a continuous basis during the longer of the Qualified Project Period (as defined in the Regulatory Agreement) or any period during which any portion of the Governmental Lender Note remains outstanding, to the end that the interest on the Governmental Lender Note shall be excluded from gross income for federal income tax purposes. The Borrower hereby covenants and agrees, continuously during the Qualified Project Period, to comply with all the provisions of the Regulatory Agreement.

(h) ***Information Reporting Requirements.*** The Borrower will comply with the information reporting requirements of Section 149(e)(2) of the Code requiring certain information regarding the Governmental Lender Note to be filed with the Internal Revenue Service within prescribed time limits.

(i) ***Funding Loan Not a Hedge Bond.*** The Borrower covenants and agrees that not more than 50% of the proceeds of the Funding Loan will be invested in Nonpurpose Investments having a substantially guaranteed Yield for four years or more within the meaning of Section 149(f)(3)(A)(ii) of the Code, and the Borrower reasonably expects that at least 85% of the spendable proceeds of the Funding Loan will be used to carry out the governmental purposes of the Funding Loan within the three-year period beginning on the Closing Date.

(j) ***Termination of Restrictions.*** Although the parties hereto recognize that, subject to the provisions of the Regulatory Agreement, the provisions of this Borrower Loan Agreement shall terminate in accordance with Section 10.14 hereof, the parties hereto recognize that pursuant to the Regulatory Agreement, certain requirements, including the requirements incorporated by reference in this Section, may continue in effect beyond the term hereof.

(k) ***Public Approval.*** The Borrower covenants and agrees that the proceeds of the Funding Loan will not be used in a manner that deviates in any substantial degree from the Project described in the written notice of a public hearing regarding the Funding Loan.

(l) ***40/60 Test Election.*** The Borrower and the Governmental Lender hereby elect to apply the requirements of Section 142(d)(1)(B) to the Project. The Borrower hereby represents, covenants and agrees, continuously during the Qualified Project Period, to comply with all the provisions of the Regulatory Agreement.

(m) ***Modification of Tax Covenants.*** Subsequent to the origination of the Funding Loan and prior to its payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Funding Loan Agreement), this Section 5.34 hereof may not be amended, changed, modified, altered or terminated except as permitted herein and by the Funding Loan Agreement and with the Written Consent of the Governmental Lender and the Funding Lender. Anything contained in this Borrower Loan Agreement or the Funding Loan Agreement to the contrary notwithstanding, the Governmental Lender, the Funding Lender and the Borrower hereby agree to amend this Borrower Loan Agreement and, if appropriate, the Funding Loan Agreement and the Regulatory Agreement, to the extent required, in the opinion of Tax Counsel, in order for interest on the Governmental Lender Note

to remain excludable from gross income for federal income tax purposes. The party requesting such amendment, which may include the Funding Lender, shall notify the other parties to this Borrower Loan Agreement of the proposed amendment and send a copy of such requested amendment to Tax Counsel. After review of such proposed amendment, Tax Counsel shall render to the Funding Lender and the Governmental Lender an opinion as to the effect of such proposed amendment upon the includability of interest on the Governmental Lender Note in the gross income of the recipient thereof for federal income tax purposes. The Borrower shall pay all necessary fees and expenses incurred with respect to such amendment. The Borrower, the Governmental Lender and, where applicable, the Funding Lender per written instructions from the Governmental Lender shall execute, deliver and, if applicable, the Borrower shall file of record, any and all documents and instruments, including without limitation, an amendment to the Regulatory Agreement, with a file-stamped copy to the Funding Lender, necessary to effectuate the intent of this Section 5.34, and the Borrower and the Governmental Lender hereby appoint the Funding Lender as their true and lawful attorney-in-fact to execute, deliver and, if applicable, file of record on behalf of the Borrower or the Governmental Lender, as is applicable, any such document or instrument (in such form as may be approved by and upon instruction of Tax Counsel) if either the Borrower or the Governmental Lender defaults in the performance of its obligation under this Section 5.34; provided, however, that the Funding Lender shall take no action under this Section 5.34 without first notifying the Borrower or the Governmental Lender, as is applicable, of its intention to take such action and providing the Borrower or the Governmental Lender, as is applicable, a reasonable opportunity to comply with the requirements of this Section 5.34.

The Borrower irrevocably authorizes and directs the Funding Lender and any other agent designated by the Governmental Lender to make payment of such amounts from funds of the Borrower, if any, held by the Funding Lender, or any agent of the Governmental Lender or the Funding Lender. The Borrower further covenants and agrees that, pursuant to the requirements of Treasury Regulation Section 1.148-1(b), it (or any related person contemplated by such regulations) will not purchase interests in the Funding Loan or the Governmental Lender Note in an amount related to the amount of the Borrower Loan.

Section 5.35. Payment of Rebate.

(a) *Arbitrage Rebate.* The Borrower agrees to take all steps necessary to compute and pay any rebatable arbitrage relating to the Funding Loan or the Governmental Lender Note in accordance with Section 148(f) of the Code including:

(i) *Delivery of Documents and Money on Computation Dates.* The Borrower will deliver to the Fiscal Agent, with a copy to the Funding Lender, within 55 days after each Computation Date:

(A) with a copy to the Governmental Lender, a statement, signed by the Borrower, stating the Rebate Amount as of such Computation Date;

(B) if such Computation Date is an Installment Computation Date, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to at least 90% of the Rebate Amount as of such Installment Computation Date, less any “previous rebate payments” made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations), or (2) if such Computation Date is the final Computation Date, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to the Rebate Amount as of such final Computation Date, less any “previous rebate

payments” made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations); and

(C) with a copy to the Governmental Lender, an Internal Revenue Service Form 8038-T properly signed and completed as of such Computation Date.

(ii) ***Correction of Underpayments.*** If the Borrower shall discover or be notified as of any date that any payment paid to the United States Treasury pursuant to this Section 5.35 of an amount described in Section 5.35(a)(i)(A) or (B) above shall have failed to satisfy any requirement of Section 1.148-3 of the Regulations (whether or not such failure shall be due to any default by the Borrower, the Governmental Lender or the Funding Lender), the Borrower shall (1) pay to the Fiscal Agent (for deposit to the Rebate Fund) and cause the Fiscal Agent to pay to the United States Treasury from the Rebate Fund the underpayment of the Rebate Amount, together with any penalty and/or interest due, as specified in Section 1.148-3(h) of the Regulations, within 175 days after any discovery or notice and (2) deliver to the Fiscal Agent an Internal Revenue Service Form 8038-T completed as of such date. If such underpayment of the Rebate Amount, together with any penalty and/or interest due, is not paid to the United States Treasury in the amount and manner and by the time specified in the Regulations, the Borrower shall take such steps as are necessary to prevent the Governmental Lender Note from becoming an arbitrage bond within the meaning of Section 148 of the Code.

(iii) ***Records.*** The Borrower shall retain all of its accounting records relating to the funds established under this Borrower Loan Agreement and all calculations made in preparing the statements described in this Section 5.35 for at least six years after the later of the final maturity of the Governmental Lender Note or the date the Funding Loan is retired in full.

(iv) ***Costs.*** The Borrower agrees to pay all of the fees and expenses of a nationally recognized Tax Counsel, the Rebate Analyst a certified public accountant and any other necessary consultant employed by the Borrower or the Funding Lender in connection with computing the Rebate Amount.

(v) ***No Diversion of Rebatable Arbitrage.*** The Borrower will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the Gross Proceeds of the Funding Loan which is not purchased at Fair Market Value or includes terms that the Borrower would not have included if the Funding Loan were not subject to Section 148(f) of the Code.

(vi) ***Modification of Requirements.*** If at any time during the term of this Borrower Loan Agreement, the Governmental Lender, the Funding Lender or the Borrower desires to take any action which would otherwise be prohibited by the terms of this Section 5.35, such Person shall be permitted to take such action if it shall first obtain and provide to the other Persons named herein a Tax Counsel No Adverse Effect Opinion (as defined in the Funding Loan Agreement) with respect to such action.

(b) ***Rebate Fund.*** The Borrower acknowledges that the Fiscal Agent shall establish and hold a separate fund designated as the “Rebate Fund” under the Funding Loan Agreement and deposit or transfer to the credit of the Rebate Fund each amount delivered to the Fiscal Agent by the Borrower for deposit thereto and each amount directed by the Borrower to be transferred thereto, as further described in Section 7.8 of the Funding Loan Agreement.

Section 5.36. Covenants under Funding Loan Agreement. The Borrower will fully and faithfully perform all the duties and obligations which the Governmental Lender has covenanted and agreed in the Funding Loan Agreement to cause the Borrower to perform and any duties and obligations which the Borrower is required in the Funding Loan Agreement to perform. The foregoing will not apply to any duty or undertaking of the Governmental Lender which by its nature cannot be delegated or assigned.

Section 5.37. Continuing Disclosure Agreement. The Borrower and the Funding Lender shall enter into the Continuing Disclosure Agreement to provide for the continuing disclosure of information about the Funding Loan, the Borrower and other matters as specifically provided for in such agreement.

ARTICLE VI

NEGATIVE COVENANTS

Borrower hereby covenants and agrees as follows, which covenants shall remain in effect so long as any Borrower Payment Obligation or other obligation of Borrower under any of the other Borrower Loan Documents or the Funding Loan Documents remains outstanding or unperformed. Borrower covenants and agrees that it will not, directly or indirectly:

Section 6.1. Management Agreement. Without first obtaining the Funding Lender's prior Written Consent, enter into the Management Agreement, and thereafter the Borrower shall not, without the Funding Lender's prior Written Consent (which consent shall not be unreasonably withheld) and subject to the Regulatory Agreement: (i) surrender, terminate or cancel the Management Agreement or otherwise replace the Manager or enter into any other management agreement; (ii) reduce or consent to the reduction of the term of the Management Agreement; (iii) increase or consent to the increase of the amount of any charges under the Management Agreement; (iv) otherwise modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect any of its rights and remedies under, the Management Agreement; or (v) suffer or permit the occurrence and continuance of a default beyond any applicable cure period under the Management Agreement (or any successor management agreement) if such default permits the Manager to terminate the Management Agreement (or such successor management agreement).

Section 6.2. Dissolution. Dissolve or liquidate, in whole or in part, merge with or consolidate into another Person.

Section 6.3. Change in Business or Operation of Property. Enter into any line of business other than the ownership and operation of the Project, or make any material change in the scope or nature of its business objectives, purposes or operations, or undertake or participate in activities other than the continuance of its present business and activities incidental or related thereto or otherwise cease to operate the Project as a multi-family property or terminate such business for any reason whatsoever (other than temporary cessation in connection with construction or construction, as appropriate, of the Project).

Section 6.4. Debt Cancellation. Cancel or otherwise forgive or release any claim or debt owed to the Borrower by a Person, except for adequate consideration or in the ordinary course of the Borrower's business in its reasonable judgment.

Section 6.5. Assets. Purchase or own any real property or personal property incidental thereto other than the Project.

Section 6.6. Transfers. Make, suffer or permit the occurrence of any Transfer other than a transfer permitted under the Security Instrument and Section 12 of the Regulatory Agreement, nor transfer any material License required for the operation of the Project.

Section 6.7. Debt. Other than as expressly approved in writing by the Funding Lender, create, incur or assume any indebtedness for borrowed money (including subordinate debt) whether unsecured or secured by all or any portion of the Project or interest therein or in the Borrower or any partner thereof (including subordinate debt) other than (i) the Borrower Payment Obligations, (ii) the Subordinate Debt, (iii) secured indebtedness incurred pursuant to or permitted by the Borrower Loan Documents and the Funding Loan Documents, and (iv) trade payables incurred in the ordinary course of business.

Section 6.8. Assignment of Rights. Without the Funding Lender's prior Written Consent, attempt to assign the Borrower's rights or interest under any Borrower Loan Document or Funding Loan Document in contravention of any Borrower Loan Document or Funding Loan Document.

Section 6.9. Principal Place of Business. Change its principal place of business without providing 30 days' prior Written Notice of the change to the Funding Lender and the Servicer.

Section 6.10. Partnership Agreement. Without the Funding Lender's prior Written Consent (which consent shall not be unreasonably withheld) surrender, terminate, cancel, modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect, any of its rights or remedies under the Partnership Agreement; provided, however, the consent of Funding Lender is not required for an amendment of the Partnership Agreement resulting solely from the "Permitted Transfer" of partnership interests of Borrower as defined in and permitted by the Security Instrument.

Section 6.11. ERISA. Maintain, sponsor, contribute to or become obligated to contribute to, or suffer or permit any ERISA Affiliate of the Borrower to, maintain, sponsor, contribute to or become obligated to contribute to, any Plan, or permit the assets of the Borrower to become "plan assets," whether by operation of law or under regulations promulgated under ERISA.

Section 6.12. No Hedging Arrangements. Without the prior Written Consent of the Funding Lender or unless otherwise required by this Borrower Loan Agreement, the Borrower will not enter into or guarantee, provide security for or otherwise undertake any form of contractual obligation with respect to any interest rate swap, interest rate cap or other arrangement that has the effect of an interest rate swap or interest rate cap or that otherwise (directly or indirectly, derivatively or synthetically) hedges interest rate risk associated with being a debtor of variable rate debt or any agreement or other arrangement to enter into any of the above on a future date or after the occurrence of one or more events in the future.

Section 6.13. Loans and Investments; Distributions; Related Party Payments.

(a) Without the prior Written Consent of Funding Lender in each instance, Borrower shall not (i) lend money, make investments, or extend credit, other than in the ordinary course of its business as presently conducted; or (ii) repurchase, redeem or otherwise acquire any interest in Borrower, any Affiliate or any other Person owning an interest, directly or indirectly, in Borrower, or make any distribution, in cash or in kind, in respect of interests in Borrower, any Affiliate or any other Person owning an interest, directly or indirectly, in Borrower (except to the extent permitted by the Security Instrument and subject to the limitations set forth in Section 5.27 hereof).

(b) Disbursements for fees and expenses of any Affiliate of Borrower and developer fees (however characterized) will only be paid to the extent that such fee or expense bears a proportionate relationship to the percentage of completion of the construction or construction, as the case may be, of the Improvements, as determined by the Construction Consultant, and only after deducting the applicable Retainage. Except as otherwise permitted hereunder or by the Funding Lender, no Disbursements for the Developer Fee or any "deferred developer fees" shall be made prior to the Conversion Date.

Section 6.14. Amendment of Related Documents or CC&R's. Without the prior Written Consent of Funding Lender in each instance, except as provided herein, Borrower shall

not enter into or consent to any amendment, termination, modification, or other alteration of any of the Related Documents or any of the CC&R's (including, without limitation, those contained in the Borrower Loan Agreement, any Architect's Agreement or Engineer's Contract, any Construction Contract, and any Management Agreement, but excluding the Partnership Agreement, which is covered by Section 6.10), or any assignment, transfer, pledge or hypothecation of any of its rights thereunder, if any.

Section 6.15. Personal Property. Borrower shall not install materials, personal property, equipment or fixtures subject to any security agreement or other agreement or contract wherein the right is reserved to any Person other than Borrower to remove or repossess any such materials, equipment or fixtures, or whereby title to any of the same is not completely vested in Borrower at the time of installation, without Funding Lender's prior Written Consent; provided, however, that this Section 6.15 shall not apply to laundry equipment or other equipment that is owned by a third-party vendor and commercial tenants.

Section 6.16. Fiscal Year. Without Funding Lender's Written Consent, which shall not be unreasonably withheld, neither Borrower nor General Partner shall change the times of commencement or termination of its fiscal year or other accounting periods, or change its methods of accounting, other than to conform to GAAP.

Section 6.17. Publicity. Neither Borrower nor General Partner shall issue any publicity release or other communication to any print, broadcast or on-line media, post any sign or in any other way identify Funding Lender or any of its Affiliates as the source of the financing provided for herein, without the prior written approval of Funding Lender in each instance (provided that nothing herein shall prevent Borrower or General Partner from identifying Funding Lender or its Affiliates as the source of such financing to the extent that Borrower or General Partner are required to do so by disclosure requirements applicable to publicly held companies). Borrower and General Partner agree that no sign shall be posted on the Project in connection with the construction of the Improvements unless such sign identifies Citigroup and its affiliates as the source of the financing provided for herein or Funding Lender consents to not being identified on any such sign.

Section 6.18. Subordinate Loan Documents. Without Funding Lender's prior written consent, Borrower will not surrender, terminate, cancel, modify, change, supplement, alter, amend, waive, release, assign, transfer, pledge or hypothecate any of its rights or remedies under the Subordinate Loan Documents.

ARTICLE VII

[Reserved]

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ARTICLE VIII

DEFAULTS

Section 8.1. Events of Default. Each of the following events shall constitute an “Event of Default” under the Borrower Loan Agreement:

(a) failure by the Borrower to pay any Borrower Loan Payment in the manner and on the date such payment is due in accordance with the terms and provisions of the Borrower Note, or the failure by the Borrower to pay any Additional Borrower Payment on the date such payment is due in accordance with the terms and provisions of the Borrower Note, the Security Instrument, this Borrower Loan Agreement or any other Borrower Loan Document;

(b) failure by or on behalf of the Borrower to pay when due any amount (other than as provided in subsection (a) above or elsewhere in this Section 8.1) required to be paid by the Borrower under this Borrower Loan Agreement, the Borrower Note, the Security Instrument or any of the other Borrower Loan Documents or Funding Loan Documents, including a failure to repay any amounts that have been previously paid but are recovered, attached or enjoined pursuant to any insolvency, receivership, liquidation or similar proceedings, which default remains uncured for a period of five (5) days after Written Notice thereof shall have been given to the Borrower;

(c) an Event of Default, as defined in the Borrower Note, the Security Instrument or any other Borrower Loan Document, occurs (or to the extent an “Event of Default” is not defined in any other Borrower Loan Document, any default or breach by the Borrower or any Guarantor of its obligations, covenants, representations or warranties under such Borrower Loan Document occurs and any applicable notice and/or cure period has expired);

(d) any representation or warranty made by any of the Borrower, the Guarantor or the General Partner in any Borrower Loan Document or Funding Loan Document to which it is a party, or in any report, certificate, financial statement or other instrument, agreement or document furnished by the Borrower, the Guarantor or the General Partner in connection with any Borrower Loan Document or Funding Loan Document, shall be false or misleading in any material respect as of the Closing Date;

(e) the Borrower shall make a general assignment for the benefit of creditors, or shall generally not be paying its debts as they become due;

(f) the Borrower Controlling Entity shall make a general assignment for the benefit of creditors, shall generally not be paying its debts as they become due, or an Act of Bankruptcy with respect to the Borrower Controlling Entity shall occur, unless in all cases the Borrower Controlling Entity is replaced with a substitute Borrower Controlling Entity that satisfies the requirements of Section 21 of the Security Instrument; which, in the case of a nonprofit Borrower Controlling Entity, may be replaced within sixty (60) days of such event with another nonprofit Borrower Controlling Entity acceptable to the Funding Lender, in which case no Event of Default shall be deemed to have occurred;

(g) any portion of Borrower Deferred Equity to be made by Equity Investor and required for (i) completion of the construction of the Improvements, (ii) the satisfaction of the Conditions of Conversion or (iii) the operation of the Improvements, is

not received in accordance with the Partnership Agreement after the expiration of all applicable notice and cure periods;

(h) the failure by Borrower or any ERISA Affiliate of Borrower to comply in all respects with ERISA, or the occurrence of any other event (with respect to the failure of Borrower or any ERISA Affiliate to pay any amount required to be paid under ERISA or with respect to the termination of, or withdrawal of Borrower or any ERISA Affiliate from, any employee benefit or welfare plan subject to ERISA) the effect of which is to impose upon Borrower (after giving effect to the tax consequences thereof) for the payment of any amount in excess of Fifty Thousand Dollars (\$50,000);

(i) a Bankruptcy Event shall occur with respect to Borrower, any General Partner or Guarantor, or there shall be a change in the assets, liabilities or financial position of any such Person which has a material adverse effect upon the ability of such Person to perform such Person's obligations under this Borrower Loan Agreement, any other Borrower Loan Document or any Related Document, provided that any such Bankruptcy Event with respect to a Guarantor shall not constitute an Event of Default: (i) if such Bankruptcy Event occurs on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such Bankruptcy Event occurs prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(j) all or any part of the property of Borrower is attached, levied upon or otherwise seized by legal process, and such attachment, levy or seizure is not quashed, stayed or released: (i) prior to completion of the construction of the Improvements, within ten (10) days of the date thereof or (ii) after completion of the construction of the Improvements, within thirty (30) days of the date thereof;

(k) subject to Section 10.16 hereof, Borrower fails to pay when due any monetary obligation (other than pursuant to this Borrower Loan Agreement) to any Person in excess of \$100,000, and such failure continues beyond the expiration of any applicable cure or grace periods;

(l) any material litigation or proceeding is commenced before any Governmental Authority against or affecting Borrower, any General Partner or Guarantor, or property of Borrower, any General Partner or Guarantor, or any part thereof, and such litigation or proceeding is not defended diligently and in good faith by Borrower, any General Partner or Guarantor, as applicable, provided that any such material litigation or proceeding against a Guarantor shall not constitute an Event of Default: (i) if such material litigation is commenced on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such material litigation or proceeding is commenced prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding

Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(m) a final judgment or decree for monetary damages in excess of \$50,000 or a monetary fine or penalty (not subject to appeal or as to which the time for appeal has expired) is entered against Borrower, any General Partner or Guarantor by any Governmental Authority, and such judgment, decree, fine or penalty is not paid and discharged or stayed (i) prior to completion of the construction of the Improvements, within ten (10) days after entry thereof or (ii) after completion of the construction of the Improvements, within thirty (30) days after entry thereof (or such longer period as may be permitted for payment by the terms of such judgment, fine or penalty), provided that any such judgment, decree, fine or penalty against a Guarantor shall not constitute an Event of Default: (i) if such judgment, decree, fine or penalty is entered on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such judgment, decree, fine or penalty is entered prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(n) a final, un-appealable and uninsured money judgment or judgments, in favor of any Person other than a Governmental Authority, in the aggregate sum of \$50,000 or more shall be rendered against Borrower, any General Partner or Guarantor, or against any of their respective assets, that is not paid, superseded or stayed (i) prior to completion of the construction of the Improvements, within ten (10) days after entry thereof or (ii) after completion of the construction of the Improvements, within thirty (30) days after entry thereof (or such longer period as may be permitted for payment by the terms of such judgment); or any levy of execution, writ or warrant of attachment, or similar process, is entered or filed against Borrower, any General Partner or Guarantor, or against any of their respective assets (that is likely to have a material adverse effect upon the ability of Borrower, any General Partner or Guarantor to perform their respective obligations under this Borrower Loan Agreement, any other Borrower Loan Document or any Related Document), and such judgment, writ, warrant or process shall remain unsatisfied, unsettled, unvacated, unhanded and unstayed (i) prior to completion of the construction of the Improvements, for a period of ten (10) days or (ii) after completion of the construction of the Improvements, for a period of thirty (30) days, or in any event later than five (5) Business Days prior to the date of any proposed sale thereunder, provided that any such judgment, levy, writ, warrant, attachment or similar process against a Guarantor shall not constitute an Event of Default: (i) if such judgment, levy, writ, warrant, attachment or similar process is entered on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such judgment, levy, writ, warrant, attachment or similar process is entered prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for

principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(o) the inability of Borrower to satisfy any condition for the receipt of a Disbursement hereunder (other than an Event of Default specifically addressed in this Section 8.1) and failure to resolve the situation to the satisfaction of Funding Lender for a period in excess of thirty (30) days after Written Notice from Funding Lender unless (i) such inability shall have been caused by conditions beyond the control of Borrower, including, without limitation, acts of God or the elements, fire, strikes and disruption of shipping; (ii) Borrower shall have made adequate provision, acceptable to Funding Lender, for the protection of materials stored on-site or off-site and for the protection of the Improvements to the extent then constructed against deterioration and against other loss or damage or theft; (iii) Borrower shall furnish to Funding Lender satisfactory evidence that such cessation of construction will not adversely affect or interfere with the rights of Borrower under labor and materials contracts or subcontracts relating to the construction or operation of the Improvements; and (iv) Borrower shall furnish to Funding Lender satisfactory evidence that the completion of the construction of the Improvements can be accomplished by the Completion Date;

(p) the construction of the Improvements is abandoned or halted prior to completion for any period of thirty (30) consecutive days;

(q) Borrower shall fail to keep in force and effect any material permit, license, consent or approval required under this Borrower Loan Agreement, or any Governmental Authority with jurisdiction over the Mortgaged Property or the Project orders or requires that construction of the Improvements be stopped, in whole or in part, or that any required approval, license or permit be withdrawn or suspended, and the order, requirement, withdrawal or suspension remains in effect for a period of thirty (30) days;

(r) failure by the Borrower to Substantially Complete the construction of the Improvements in accordance with this Borrower Loan Agreement on or prior to the Substantial Completion Date;

(s) failure by Borrower to complete the construction of the Improvements in accordance with this Borrower Loan Agreement on or prior to the Completion Date;

(t) failure by Borrower to satisfy the Conditions to Conversion on or before the Outside Conversion Date;

(u) failure by any Subordinate Lender to disburse the proceeds of its Subordinate Loan in approximately such amounts and at approximately such times as set forth in the Cost Breakdown and in the Subordinate Loan Documents;

(v) an "Event of Default" or "Default" (as defined in the applicable agreement) shall occur under any of the Subordinate Loan Documents, after the expiration of all applicable notice and cure periods; or

(w) Borrower fails to obtain all grading, foundation, building and all other construction permits, licenses and authorizations from all applicable Government Authorities or third parties necessary for the completion of the construction of the Improvements, and the operation of, and access to, the Project, within ____ days after the Closing Date; or

(x) any failure by the Borrower to perform or comply with any of its obligations under this Borrower Loan Agreement (other than those specified in this Section 9.1), as and when required, which continues for a period of thirty (30) days after written notice of such failure by Funding Lender or the Servicer on its behalf to the Borrower; provided, however, if such failure is susceptible of cure but cannot reasonably be cured within such thirty (30) day period, and the Borrower shall have commenced to cure such failure within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for an additional period of time as is reasonably necessary for the Borrower in the exercise of due diligence to cure such failure, such additional period not to exceed sixty (60) days. However, no such notice or grace period shall apply to the extent such failure could, in the Funding Lender's judgment, absent immediate exercise by the Funding Lender of a right or remedy under this Borrower Loan Agreement, result in harm to the Funding Lender, impairment of the Borrower Note or this Borrower Loan Agreement or any security given under any other Borrower Loan Document.

Notwithstanding any provision herein to the contrary, Funding Lender and Governmental Lender agree that any cure of any Event of Default made or tendered by Equity Investor shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as Borrower's cure would be.

Section 8.2. Remedies.

Section 8.2.1 Acceleration. Upon the occurrence of an Event of Default (other than an Event of Default described in paragraph (e), (f) or (i) of Section 8.1) and at any time and from time to time thereafter, as long as such Event of Default continues to exist, in addition to any other rights or remedies available to the Governmental Lender pursuant to the Borrower Loan Documents or at law or in equity, the Funding Lender may, take such action (whether directly or by directing the actions of the Fiscal Agent), without notice or demand, as the Funding Lender deems advisable to protect and enforce its rights against the Borrower and in and to the Project, including declaring the Borrower Payment Obligations to be immediately due and payable (including, without limitation, the principal of, Prepayment Premium, if any, and interest on and all other amounts due on the Borrower Note to be immediately due and payable), without notice or demand, and apply such payment of the Borrower Payment Obligations in any manner and in any order determined by Funding Lender, in Funding Lender's sole and absolute discretion; and upon any Event of Default described in paragraph (e), (f) or (i) of Section 8.1, the Borrower Payment Obligations shall become immediately due and payable, without notice or demand, and the Borrower hereby expressly waives any such notice or demand, anything contained in any Borrower Loan Document to the contrary notwithstanding. Notwithstanding anything herein to the contrary, enforcement of remedies hereunder and under the Funding Loan Agreement shall be controlled by the Funding Lender.

Section 8.2.2 Remedies Cumulative. Upon the occurrence of an Event of Default, all or any one or more of the rights, powers, privileges and other remedies available to the Funding Lender against the Borrower under the Borrower Loan Documents or at law or in equity may be exercised by the Funding Lender or the Fiscal Agent, at any time and from time to time, whether or not all or any of the Borrower Payment Obligations shall be declared due and payable, and whether or not the Funding Lender shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Borrower Loan Documents. Any such actions taken by the Funding Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as the Funding Lender may determine in its sole discretion, to

the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of the Funding Lender permitted by law, equity or contract or as set forth in the Borrower Loan Documents. Without limiting the generality of the foregoing, the Borrower agrees that if an Event of Default is continuing, all Liens and other rights, remedies or privileges provided to the Funding Lender shall remain in full force and effect until they have exhausted all of its remedies, the Security Instrument has been foreclosed, the Project has been sold and/or otherwise realized upon satisfaction of the Borrower Payment Obligations or the Borrower Payment Obligations has been paid in full. To the extent permitted by applicable law, nothing contained in any Borrower Loan Document shall be construed as requiring the Funding Lender to resort to any portion of the Project for the satisfaction of any of the Borrower Payment Obligations in preference or priority to any other portion, and the Funding Lender may seek satisfaction out of the entire Project or any part thereof, in its absolute discretion.

Notwithstanding any provision herein to the contrary, the Governmental Lender, the Fiscal Agent and the Funding Lender agree that any cure of any default made or tendered by the Equity Investor 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.

Section 8.2.3 Delay. No delay or omission to exercise any remedy, right, power accruing upon an Event of Default, or the granting of any indulgence or compromise by the Funding Lender or the Fiscal Agent shall impair any such remedy, right or power hereunder or be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Potential Default or Event of Default shall not be construed to be a waiver of any subsequent Potential Default or Event of Default or to impair any remedy, right or power consequent thereon. Notwithstanding any other provision of this Borrower Loan Agreement, the Funding Lender and the Fiscal Agent reserve the right to seek a deficiency judgment or preserve a deficiency claim, in connection with the foreclosure of the Security Instrument to the extent necessary to foreclose on the Project, the Rents, the funds or any other collateral.

Section 8.2.4 Set Off; Waiver of Set Off. Upon the occurrence of an Event of Default, Funding Lender may, at any time and from time to time, without notice to Borrower or any other Person (any such notice being expressly waived), set off and appropriate and apply against and on account of any obligations and liabilities of the Borrower to the Funding Lender or the Fiscal Agent arising under or connected with this Borrower Loan Agreement and the other the Borrower Loan Documents and the Funding Loan Documents, irrespective of whether or not the Funding Lender shall have made any demand therefor, and although such obligations and liabilities may be contingent or unmatured, and the Borrower hereby grants to the Funding Lender, as security for the Borrower Payment Obligations, a security interest in, any and all deposits (general or special, including but not limited to Debt evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts) and any other Debt at any time held or owing by the Funding Lender to or for the credit or the account of the Borrower.

Section 8.2.5 Assumption of Obligations. In the event that the Funding Lender or its assignee or designee shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall succeed to the rights and the obligations of the Borrower under this Borrower Loan Agreement, the Borrower Note, the Regulatory Agreement, and any other Borrower Loan Documents and Funding Loan Documents to which the Borrower is a party. Such assumption shall be effective from and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts of the Borrower.

Section 8.2.6 Accounts Receivable. Upon the occurrence of an Event of Default, Funding Lender shall have the right, to the extent permitted by law, to impound and take possession of books, records, notes and other documents evidencing Borrower's accounts, accounts receivable and other claims for payment of money, arising in connection with the Project, and to make direct collections on such accounts, accounts receivable and claims for the benefit of Funding Lender.

Section 8.2.7 Defaults under Other Documents. Funding Lender shall have the right to cure any default under any of the Related Documents and the Subordinate Loan Documents, but shall have no obligation to do so.

Section 8.2.8 Abatement of Disbursements. Notwithstanding any provision to the contrary herein or any of the other Borrower Loan Documents or the Funding Loan Documents, Funding Lender's obligation to make further Disbursements shall abate (i) during the continuance of any Potential Default, (ii) after any disclosure to Funding Lender of any fact or circumstance that, absent such disclosure, would cause any representation or warranty of Borrower to fail to be true and correct in all material respects, unless and until Funding Lender elects to permit further Disbursements notwithstanding such event or circumstance; and (iii) upon the occurrence of any Event of Default.

Section 8.2.9 Completion of Improvements. Upon the occurrence of any Event of Default, Funding Lender shall have the right to cause an independent contractor selected by Funding Lender to enter into possession of the Project and to perform any and all work and labor necessary for the completion of the Project substantially in accordance with the Plans and Specifications, if any, and to perform Borrower's obligations under this Borrower Loan Agreement. All sums expended by Funding Lender for such purposes shall be deemed to have been disbursed to and borrowed by Borrower and shall be secured by the Security Documents.

Section 8.2.10 Right to Directly Enforce. Notwithstanding any other provision hereof to the contrary, the Funding Lender shall have the right to directly enforce all rights and remedies hereunder with or without involvement of the Governmental Lender or the Fiscal Agent, provided that only the Governmental Lender may enforce the Unassigned Rights. In the event that any of the provisions set forth in this Section 8.2.10 are inconsistent with the covenants, terms and conditions of the Security Instrument, the covenants, terms and conditions of the Security Instrument shall prevail.

Section 8.2.11 Power of Attorney. Effective upon the occurrence of an Event of Default, and continuing until and unless such Event of Default is cured or waived, Borrower hereby constitutes and appoints Funding Lender, or an independent contractor selected by Funding Lender, as its true and lawful attorney-in-fact with full power of substitution, for the purposes of completion of the Project and performance of Borrower's obligations under this Borrower Loan Agreement in the name of Borrower, and hereby empowers said attorney-in-fact to do any or all of the following upon the occurrence and continuation of an Event of Default (it being understood and agreed that said power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until full payment and performance of all obligations under this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents):

- (a) to use any of the funds of Borrower or General Partner, including any balance of the Borrower Loan, as applicable, and any funds which may be held by Funding Lender for Borrower (including all funds in all deposit accounts in which Borrower has granted to Funding Lender a security interest), for the purpose of effecting

completion of the construction of the Improvements, in the manner called for by the Plans and Specifications;

(b) to make such additions, changes and corrections in the Plans and Specifications as shall be necessary or desirable to complete the Project in substantially the manner contemplated by the Plans and Specifications;

(c) to employ any contractors, subcontractors, agents, architects and inspectors required for said purposes;

(d) to employ attorneys to defend against attempts to interfere with the exercise of power granted hereby;

(e) to pay, settle or compromise all existing bills and claims which are or may be liens against the Project, the Improvements or the Project, or may be necessary or desirable for the completion of the construction of the Improvements, or clearance of objections to or encumbrances on title;

(f) to execute all applications and certificates in the name of Borrower, which may be required by any other construction contract;

(g) to prosecute and defend all actions or proceedings in connection with the Project and to take such action, require such performance and do any and every other act as is deemed necessary with respect to the completion of the construction of the Improvements, which Borrower might do on its own behalf;

(h) to let new or additional contracts to the extent not prohibited by their existing contracts;

(i) to employ watchmen and erect security fences to protect the Project from injury; and

(j) to take such action and require such performance as it deems necessary under any of the bonds or insurance policies to be furnished hereunder, to make settlements and compromises with the sureties or insurers thereunder, and in connection therewith to execute instruments of release and satisfaction.

It is the intention of the parties hereto that upon the occurrence and continuance of an Event of Default, rights and remedies may be pursued pursuant to the terms of the Borrower Loan Documents and the Funding Loan Documents. The parties hereto acknowledge that, among the possible outcomes to the pursuit of such remedies, is the situation where the Funding Lender assignees or designees become the owner of the Project and assume the obligations identified above, and the Borrower Note, the Borrower Loan and the other Borrower Loan Documents and Funding Loan Documents remain outstanding.

ARTICLE IX

SPECIAL PROVISIONS

Section 9.1. Sale of Note and Secondary Market Transaction.

Section 9.1.1 Cooperation. Subject to the restrictions of Section 2.4 of the Funding Loan Agreement, at the Funding Lender's or the Servicer's request (to the extent not already required to be provided by the Borrower under this Borrower Loan Agreement), the Borrower shall use reasonable efforts to satisfy the market standards to which the Funding Lender or the Servicer customarily adheres or which may be reasonably required in the marketplace or by the Funding Lender or the Servicer in connection with one or more sales or assignments of all or a portion of the Governmental Lender Note or participations therein or securitizations of single or multi-class securities (the "Securities") secured by or evidencing ownership interests in all or a portion of the Governmental Lender Note (each such sale, assignment and/or securitization, a "Secondary Market Transaction"); provided that neither the Borrower nor the Governmental Lender shall incur any third party or other out-of-pocket costs and expenses in connection with a Secondary Market Transaction, including the costs associated with the delivery of any Provided Information or any opinion required in connection therewith, and all such costs shall be paid by the Funding Lender or the Servicer, and shall not materially modify Borrower's rights or obligations. Without limiting the generality of the foregoing, the Borrower shall, so long as the Borrower Loan is still outstanding:

(a) (i) provide such financial and other information with respect to the Borrower Loan, and with respect to the Project, the Borrower, the Manager, the contractor of the Project or the Borrower Controlling Entity, (ii) provide financial statements, audited, if available, relating to the Project with customary disclaimers for any forward looking statements or lack of audit, and (iii), at the expense of the Funding Lender or the Servicer, perform or permit or cause to be performed or permitted such site inspection, appraisals, surveys, market studies, environmental reviews and reports (Phase I's and, if appropriate, Phase II's), engineering reports and other due diligence investigations of the Project, as may be reasonably requested from time to time by the Funding Lender or the Servicer or the Rating Agencies or as may be necessary or appropriate in connection with a Secondary Market Transaction or Exchange Act requirements (the items provided to the Funding Lender or the Servicer pursuant to this paragraph (a) being called the "Provided Information"), together, if customary, with appropriate verification of and/or consents to the Provided Information through letters of auditors or opinions of counsel of independent attorneys acceptable to the Funding Lender or the Servicer and the Rating Agencies;

(b) make such representations and warranties as of the closing date of any Secondary Market Transaction with respect to the Project, the Borrower, the Borrower Loan Documents and the Funding Loan Documents reasonably acceptable to the Funding Lender or the Servicer, consistent with the facts covered by such representations and warranties as they exist on the date thereof; and

(c) execute such amendments to the Borrower Loan Documents and the Funding Loan Documents to accommodate such Secondary Market Transaction so long as such amendment does not affect the material economic terms of the Borrower Loan Documents and the Funding Loan Documents and is not otherwise adverse to the Borrower in its reasonable discretion.

Section 9.1.2 Use of Information. The Borrower understands that certain of the Provided Information and the required records may be included in disclosure documents in connection with a Secondary Market Transaction, including a prospectus or private placement memorandum (each, a “Secondary Market Disclosure Document”), or provided or made available to investors or prospective investors in the Securities, the Rating Agencies and service providers or other parties relating to the Secondary Market Transaction. In the event that the Secondary Market Disclosure Document is required to be revised, the Borrower shall cooperate, subject to Section 9.1.1(c) hereof, with the Funding Lender and the Servicer in updating the Provided Information or required records for inclusion or summary in the Secondary Market Disclosure Document or for other use reasonably required in connection with a Secondary Market Transaction by providing all current information pertaining to the Borrower and the Project necessary to keep the Secondary Market Disclosure Document accurate and complete in all material respects with respect to such matters. The Borrower hereby consents to any and all such disclosures of such information.

The Borrower and the Funding Lender agree and acknowledge that the Governmental Lender undertakes no obligation hereunder or in the Funding Loan Agreement to participate in the preparation of, or to approve, any Secondary Market Disclosure Document.

Section 9.1.3 Borrower Obligations Regarding Secondary Market Disclosure Documents. In connection with a Secondary Market Disclosure Document, the Borrower shall provide, or in the case of a Borrower-engaged third party such as the Manager, cause it to provide, information reasonably requested by the Funding Lender pertaining to the Borrower, the Project or such third party (and portions of any other sections reasonably requested by the Funding Lender pertaining to the Borrower, the Project or the third party). The Borrower shall, if requested by the Funding Lender and the Servicer, certify in writing that the Borrower has carefully examined those portions of such Secondary Market Disclosure Document, pertaining to the Borrower, the Project or the Manager, and such portions (and portions of any other sections reasonably requested and pertaining to the Borrower, the Project or the Manager) do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; provided that the Borrower shall not be required to make any representations or warranties regarding any Provided Information obtained from a third party except with respect to information it provided to such parties. Furthermore, the Borrower hereby indemnifies the Funding Lender and the Servicer for any Liabilities to which any such parties may become subject to the extent such Liabilities arise out of or are based upon the use of the Provided Information in a Secondary Market Disclosure Document.

Section 9.1.4 Borrower Indemnity Regarding Filings. In connection with filings under the Exchange Act or the Securities Act, the Borrower shall (i) indemnify Funding Lender and the underwriter group for any securities (the “Underwriter Group”) for any Liabilities to which Funding Lender, the Servicer or the Underwriter Group may become subject insofar as the Liabilities arise out of or are based upon the omission or alleged omission to state in the Provided Information of a material fact required to be stated in the Provided Information in order to make the statements in the Provided Information, in the light of the circumstances under which they were made not misleading and (ii) reimburse the Funding Lender, the Servicer, the Underwriter Group and other indemnified parties listed above for any legal or other expenses reasonably incurred by the Funding Lender, the Servicer or the Underwriter Group in connection with defending or investigating the Liabilities; provided that the Borrower shall not provide any indemnification regarding any Provided Information obtained from unrelated third parties except with respect to information it provided to such parties.

Section 9.1.5 Indemnification Procedure. Promptly after receipt by an indemnified party under Sections 9.1.3 and 9.1.4 hereof of notice of the commencement of any action for which a claim for indemnification is to be made against the Borrower, such indemnified party shall notify the Borrower in writing of such commencement, but the omission to so notify the Borrower will not relieve the Borrower from any liability that it may have to any indemnified party hereunder except to the extent that failure to notify causes prejudice to the Borrower. In the event that any action is brought against any indemnified party, and it notifies the Borrower of the commencement thereof, the Borrower will be entitled, jointly with any other indemnifying party, to participate therein and, to the extent that it (or they) may elect by Written Notice delivered to the indemnified party promptly after receiving the aforesaid notice of commencement, to assume the defense thereof with counsel selected by the Borrower and reasonably satisfactory to such indemnified party in its sole discretion. After notice from the Borrower to such indemnified party under this Section 9.1.5, the Borrower shall not be responsible for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. No indemnified party shall settle or compromise any claim for which the Borrower may be liable hereunder without the prior Written Consent of the Borrower.

Section 9.1.6 Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in Section 9.1.4 hereof is for any reason held to be unenforceable by an indemnified party in respect of any Liabilities (or action in respect thereof) referred to therein which would otherwise be indemnifiable under Section 9.1.4 hereof, the Borrower shall contribute to the amount paid or payable by the indemnified party as a result of such Liabilities (or action in respect thereof); provided, however, that no Person guilty of fraudulent misrepresentation (within the meaning of Section 10(f) of the Securities Act) shall be entitled to contribution from any Person not guilty of such fraudulent misrepresentation. In determining the amount of contribution to which the respective parties are entitled, the following factors shall be considered: (i) the indemnified parties and the Borrower's relative knowledge and access to information concerning the matter with respect to which the claim was asserted; (ii) the opportunity to correct and prevent any statement or omission; and (iii) any other equitable considerations appropriate in the circumstances. The parties hereto hereby agree that it may not be equitable if the amount of such contribution were determined by pro rata or per capita allocation.

ARTICLE X
MISCELLANEOUS

Section 10.1. Notices. All notices, consents, approvals and requests required or permitted hereunder or under any other Borrower Loan Document or Funding Loan Document (a "notice") shall be deemed to be given and made when delivered by hand, recognized overnight delivery service, confirmed facsimile transmission (provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day), or five (5) calendar days after deposited in the United States mail, registered or certified, postage prepaid, with return receipt requested, addressed as follows:

If to the Fiscal Agent:	U.S. Bank National Association One California Street, Suite 1000 Mail Code-SF-CA-SFCT San Francisco, California 94111 Attention: Francine Rockett, Vice President Facsimile: (415) 677-3769
If to the Governmental Lender:	County of Contra Costa Department of Conservation and Development 30 Muir Road Martinez, California 94553 Attention: Assistant Deputy Director Telephone: (925) 674-7888 Facsimile: (925) 674-7258
If to the Borrower:	Heritage Point A/G, L.P. c/o Community Housing Development Corporation of North Richmond 1535A Fred Jackson Way Richmond, California 94801 Attention: Executive Director
with a copy to:	Gubb & Barshay LLP 505 14th Street, Suite 450 Oakland, California 94612 Attention: Scott Barshay, Esq. Phone: (415) 781-6600 Facsimile: (415) 781-6967
If to the Equity Investor:	Raymond James California Housing Opportunities Fund VI L.L.C. c/o Raymond James Tax Credit Funds, Inc. 880 Carillon Parkway St. Petersburg, Florida 33716 Attention: Steven J. Kropf, President Email: steve.kropf@raymondjames.com

with a copy to:	Bocarsly, Emden, Cowan, Esmail & Arndt, LLP 633 West Fifth Street, 64th Floor Los Angeles, California 90071 Attention: Kyle Arndt, Esq. Phone: (213) 239-8048 Email: karndt@bocarsly.com
If to the Funding Lender:	Citibank, N.A. 388 Greenwich Street, 8th Floor New York, New York 10013 Attention: Transaction Management Group Deal ID # _____ Facsimile: (212) 723-8209
and to:	Citibank, N.A. 325 East Hillcrest Drive, Suite 160 Thousand Oaks, California 91360 Attention: Operations Manager / Asset Manager Deal ID # _____ Facsimile: (805) 557-0924
prior to the Conversion Date, with a copy to:	Citibank, N.A. One Sansome Street, 27th Floor San Francisco, California 94104 Attention: Account Specialist Deal ID# _____ Facsimile: (415) 445-9965
following the Conversion Date with a copy to:	Citibank, N.A. c/o Berkadia Commercial Servicing Department 323 Norristown Road, Suite 300 Ambler, Pennsylvania 19002 Attention: Client Relations Manager Deal ID# _____ Facsimile: (215) 328-0305
and a copy of any notices of default sent to:	Citibank, N.A. 388 Greenwich Street New York, New York 10013 Attention: General Counsel's Office Deal ID# _____ Facsimile: (646) 291-5754

Any party may change such party's address for the notice or demands required under this Borrower Loan Agreement by providing written notice of such change of address to the other parties by written notice as provided herein.

Section 10.2. Brokers and Financial Advisors. The Borrower hereby represents that it has dealt with no financial advisors, brokers, underwriters, placement agents, agents or finders in connection with the Borrower Loan, other than those disclosed to the Funding Lender and whose fees shall be paid by the Borrower pursuant to separate agreements. The Borrower and the Funding Lender shall indemnify and hold the other harmless from and against any and all claims, liabilities, costs and expenses of any kind in any way relating to or arising from a claim

by any Person that such Person acted on behalf of the indemnifying party in connection with the transactions contemplated herein. The provisions of this Section 10.2 shall survive the expiration and termination of this Borrower Loan Agreement and the repayment of the Borrower Payment Obligations.

Section 10.3. Survival. This Borrower Loan Agreement and all covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the making by the Governmental Lender of the Borrower Loan and the execution and delivery to the Governmental Lender of the Borrower Note and the assignment of the Borrower Note to the Funding Lender, and shall continue in full force and effect so long as all or any of the Borrower Payment Obligations is unpaid. All the Borrower's covenants and agreements in this Borrower Loan Agreement shall inure to the benefit of the respective legal representatives, successors and assigns of the Governmental Lender, the Fiscal Agent, the Funding Lender and the Servicer.

Section 10.4. Preferences. The Governmental Lender shall have the continuing and exclusive right to apply or reverse and reapply any and all payments by the Borrower to any portion of the Borrower Payment Obligations. To the extent the Borrower makes a payment to the Governmental Lender or the Servicer, or the Governmental Lender or the Servicer receives proceeds of any collateral, which is in whole or part subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Borrower Payment Obligations or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received by the Governmental Lender or the Servicer.

Section 10.5. Waiver of Notice. The Borrower shall not be entitled to any notices of any nature whatsoever from the Funding Lender, the Fiscal Agent or the Servicer except with respect to matters for which this Borrower Loan Agreement or any other Borrower Loan Document specifically and expressly provides for the giving of notice by the Funding Lender, the Fiscal Agent or the Servicer, as the case may be, to the Borrower and except with respect to matters for which the Borrower is not, pursuant to applicable Legal Requirements, permitted to waive the giving of notice. The Borrower hereby expressly waives the right to receive any notice from the Funding Lender, the Fiscal Agent or the Servicer, as the case may be, with respect to any matter for which no Borrower Loan Document specifically and expressly provides for the giving of notice by the Funding Lender, the Fiscal Agent or the Servicer to the Borrower.

Section 10.6. Offsets, Counterclaims and Defenses. The Borrower hereby waives the right to assert a counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against it by the Funding Lender or the Servicer with respect to a Borrower Loan Payment. Any assignee of Funding Lender's interest in and to the Borrower Loan Documents or the Funding Loan Documents shall take the same free and clear of all offsets, counterclaims or defenses that are unrelated to the Borrower Loan Documents or the Funding Loan Documents which the Borrower may otherwise have against any assignor of such documents, and no such unrelated offset, counterclaim or defense shall be interposed or asserted by the Borrower in any action or proceeding brought by any such assignee upon such documents, and any such right to interpose or assert any such unrelated offset, counterclaim or defense in any such action or proceeding is hereby expressly waived by the Borrower.

Section 10.7. Publicity. The Funding Lender and the Servicer (and any Affiliates of either party) shall have the right to issue press releases, advertisements and other promotional materials describing the Funding Lender's or the Servicer's participation in the making of the

Borrower Loan or the Borrower Loan's inclusion in any Secondary Market Transaction effectuated by the Funding Lender or the Servicer or one of its or their Affiliates. All news releases, publicity or advertising by the Borrower or its Affiliates through any media intended to reach the general public, which refers to the Borrower Loan Documents or the Funding Loan Documents, the Borrower Loan, the Funding Lender or the Servicer in a Secondary Market Transaction, shall be subject to the prior Written Consent of the Funding Lender or the Servicer, as applicable.

Section 10.8. Construction of Documents. The parties hereto acknowledge that they were represented by counsel in connection with the negotiation and drafting of the Borrower Loan Documents and the Funding Loan Documents and that the Borrower Loan Documents and the Funding Loan Documents shall not be subject to the principle of construing their meaning against the party that drafted them.

Section 10.9. No Third Party Beneficiaries. The Borrower Loan Documents and the Funding Loan Documents are solely for the benefit of the Governmental Lender, the Funding Lender, the Servicer, the Fiscal Agent and the Borrower and, with respect to Sections 9.1.3 and 9.1.4 hereof, the Underwriter Group, and nothing contained in any Borrower Loan Document shall be deemed to confer upon anyone other than the Governmental Lender, the Funding Lender, the Fiscal Agent, the Servicer, and the Borrower any right to insist upon or to enforce the performance or observance of any of the obligations contained therein.

Section 10.10. Assignment. The Borrower Loan, the Security Instrument, the Borrower Loan Documents and the Funding Loan Documents and all Funding Lender's or the Fiscal Agent's rights, title, obligations and interests therein may be assigned by the Funding Lender or the Fiscal Agent, as appropriate, at any time in its sole discretion, whether by operation of law (pursuant to a merger or other successor in interest) or otherwise, subject in any event to the provisions of Section 2.4 of the Funding Loan Agreement. Upon such assignment, all references to Funding Lender or the Fiscal Agent, as appropriate, in this Borrower Loan Agreement and in any Borrower Loan Document shall be deemed to refer to such assignee or successor in interest and such assignee or successor in interest shall thereafter stand in the place of the Funding Lender or the Fiscal Agent, as appropriate. The Borrower shall accord full recognition to any such assignment, and all rights and remedies of Funding Lender in connection with the interest so assigned shall be as fully enforceable by such assignee as they were by Funding Lender before such assignment. In connection with any proposed assignment, Funding Lender may disclose to the proposed assignee any information that the Borrower has delivered, or caused to be delivered, to Funding Lender with reference to the Borrower, General Partner, Guarantor or any Affiliate, or the Project, including information that the Borrower is required to deliver to Funding Lender pursuant to this Borrower Loan Agreement, provided that such proposed assignee agrees to treat such information as confidential. The Borrower may not assign its rights, interests or obligations under this Borrower Loan Agreement or under any of the Borrower Loan Documents or Funding Loan Documents, or the Borrower's interest in any moneys to be disbursed or advanced hereunder, except only as may be expressly permitted hereby.

Section 10.11. [Reserved].

Section 10.12. Governmental Lender, Funding Lender and Servicer Not in Control; No Partnership. None of the covenants or other provisions contained in this Borrower Loan Agreement shall, or shall be deemed to, give the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer the right or power to exercise control over the affairs or management of the Borrower, the power of the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer being limited to the rights to exercise the remedies referred to in

the Borrower Loan Documents and the Funding Loan Documents. The relationship between the Borrower and the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Borrower Loan Documents or the Funding Loan Documents is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between the Borrower and the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer or to create an equity in the Project in the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer. Neither the Governmental Lender, the Funding Lender, the Fiscal Agent nor the Servicer undertakes or assumes any responsibility or duty to the Borrower or to any other person with respect to the Project or the Borrower Loan, except as expressly provided in the Borrower Loan Documents or the Funding Loan Documents; and notwithstanding any other provision of the Borrower Loan Documents and the Funding Loan Documents: (1) the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer are not, and shall not be construed as, a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of the Borrower or its stockholders, members, or partners and the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer do not intend to ever assume such status; (2) the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer shall in no event be liable for any the Borrower Payment Obligations, expenses or losses incurred or sustained by the Borrower; and (3) the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer shall not be deemed responsible for or a participant in any acts, omissions or decisions of the Borrower, the Borrower Controlling Entities or its stockholders, members, or partners. The Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer and the Borrower disclaim any intention to create any partnership, joint venture, agency or common interest in profits or income between the Governmental Lender, the Funding Lender, the Servicer, the Fiscal Agent and the Borrower, or to create an equity interest in the Project in the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer, or any sharing of liabilities, losses, costs or expenses.

Section 10.13. Release. The Borrower hereby acknowledges that it is executing this Borrower Loan Agreement and each of the Borrower Loan Documents and the Funding Loan Documents to which it is a party as its own voluntary act free from duress and undue influence.

Section 10.14. Term of Borrower Loan Agreement. This Borrower Loan Agreement shall be in full force and effect until all payment obligations of the Borrower hereunder have been paid in full and the Borrower Loan and the Funding Loan have been retired or the payment thereof has been provided for; except that on and after payment in full of the Borrower Note, this Borrower Loan Agreement shall be terminated, without further action by the parties hereto; provided, however, that the obligations of the Borrower under Sections 5.11, 5.14, 5.15, 9.1.3, 9.1.4, 9.1.5, 9.1.6 and 10.15 hereof, as well as under Section 5.7 of the Construction Funding Agreement, shall survive the termination of this Borrower Loan Agreement.

Section 10.15. Reimbursement of Expenses. If, upon or after the occurrence of any Event of Default or Potential Default, the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer shall employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained herein, the Borrower will on demand therefor reimburse the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer for fees of such attorneys and such other expenses so incurred.

The Borrower's obligation to pay the amounts required to be paid under this Section 10.15 shall be subordinate to its obligations to make payments under the Borrower Note.

Section 10.16. Permitted Contests. Notwithstanding anything to the contrary contained in this Borrower Loan Agreement, Borrower shall have the right to contest or object in good faith to any claim, demand, levy or assessment (other than in respect of Debt or Contractual Obligations of Borrower under any Borrower Loan Document or Related Document) by appropriate legal proceedings that are not prejudicial to Funding Lender's rights, but this shall not be deemed or construed as in any way relieving, modifying or providing any extension of time with respect to Borrower's covenant to pay and comply with any such claim, demand, levy or assessment, unless Borrower shall have given prior Written Notice to the Funding Lender of Borrower's intent to so contest or object thereto, and unless (i) Borrower has, in the Funding Lender's judgment, a reasonable basis for such contest, (ii) Borrower pays when due any portion of the claim, demand, levy or assessment to which Borrower does not object, (iii) Borrower demonstrates to Funding Lender's satisfaction that such legal proceedings shall conclusively operate to prevent enforcement prior to final determination of such proceedings, (iv) Borrower furnishes such bond, surety, undertaking or other security in connection therewith as required by law, or as requested by and satisfactory to Funding Lender, to stay such proceeding, which bond, surety, undertaking or other security shall be issued by a bonding company, insurer or surety company reasonably satisfactory to Funding Lender and shall be sufficient to cause the claim, demand, levy or assessment to be insured against by the Title Company or removed as a lien against the Project, (v) Borrower at all times prosecutes the contest with due diligence, and (vi) Borrower pays, promptly following a determination of the amount of such claim, demand, levy or assessment due and owing by Borrower, the amount so determined to be due and owing by Borrower. In the event that Borrower does not make, promptly following a determination of the amount of such claim, demand, levy or assessment due and owing by Borrower, any payment required to be made pursuant to clause (vi) of the preceding sentence, an Event of Default shall have occurred, and Funding Lender may draw or realize upon any bond or other security delivered to Funding Lender in connection with the contest by Borrower, in order to make such payment.

Section 10.17. Funding Lender Approval of Instruments and Parties. All proceedings taken in accordance with transactions provided for herein, and all surveys, appraisals and documents required or contemplated by this Borrower Loan Agreement and the persons responsible for the execution and preparation thereof, shall be satisfactory to and subject to approval by Funding Lender. Funding Lender's approval of any matter in connection with the Project shall be for the sole purpose of protecting the security and rights of Funding Lender. No such approval shall result in a waiver of any default of Borrower. In no event shall Funding Lender's approval be a representation of any kind with regard to the matter being approved.

Section 10.18. Funding Lender Determination of Facts. Funding Lender shall at all times be free to establish independently, to its reasonable satisfaction, the existence or nonexistence of any fact or facts, the existence or nonexistence of which is a condition of this Borrower Loan Agreement.

Section 10.19. Calendar Months. With respect to any payment or obligation that is due or required to be performed within a specified number of Calendar Months after a specified date, such payment or obligation shall become due on the day in the last of such specified number of Calendar Months that corresponds numerically to the date so specified; provided, however, that with respect to any obligation as to which such specified date is the 29th, 30th or 31st day of any Calendar Month: if the Calendar Month in which such payment or obligation would otherwise become due does not have a numerically corresponding date, such obligation shall become due on the first day of the next succeeding Calendar Month.

Section 10.20. Determinations by Lender. Except to the extent expressly set forth in this Borrower Loan Agreement to the contrary, in any instance where the consent or approval of

the Governmental Lender and the Funding Lender may be given or is required, or where any determination, judgment or decision is to be rendered by the Governmental Lender and the Funding Lender under this Borrower Loan Agreement, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision shall be made or exercised by the Governmental Lender and the Funding Lender, as applicable (or its designated representative) at its sole and exclusive option and in its sole and absolute discretion.

Section 10.21. Governing Law. This Borrower Loan Agreement shall be governed by and enforced in accordance with the laws of the State, without giving effect to the choice of law principles of the State that would require the application of the laws of a jurisdiction other than the State.

Section 10.22. Consent to Jurisdiction and Venue. Borrower agrees that any controversy arising under or in relation to this Borrower Loan Agreement shall be litigated exclusively in the State. The state and federal courts and authorities with jurisdiction in the State shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Borrower Loan Agreement. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. However, nothing herein is intended to limit Beneficiary Parties' right to bring any suit, action or proceeding relating to matters arising under this Borrower Loan Agreement against Borrower or any of Borrower's assets in any court of any other jurisdiction.

Section 10.23. Successors and Assigns. This Borrower Loan Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate. The terms used to designate any of the parties herein shall be deemed to include the heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate, of such parties. References to a "person" or "persons" shall be deemed to include individuals and entities.

Section 10.24. Severability. The invalidity, illegality or unenforceability of any provision of this Borrower Loan Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

Section 10.25. Entire Agreement; Amendment and Waiver. This Borrower Loan Agreement contains the complete and entire understanding of the parties with respect to the matters covered herein. This Borrower Loan Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Borrower Loan Agreement shall be considered as a general waiver. Without limiting the generality of the foregoing, no Disbursement shall constitute a waiver of any conditions to the Governmental Lender's or the Funding Lender's obligation to make further Disbursements nor, in the event Borrower is unable to satisfy any such conditions, shall any such waiver have the effect of precluding the Governmental Lender or the Funding Lender from thereafter declaring such inability to constitute a Potential Default or Event of Default under this Borrower Loan Agreement.

Section 10.26. Counterparts. This Borrower Loan Agreement may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

Section 10.27. Captions. The captions of the sections of this Borrower Loan Agreement are for convenience only and shall be disregarded in construing this Borrower Loan Agreement.

Section 10.28. Servicer. Borrower hereby acknowledges and agrees that, pursuant to the terms of Section 39 of the Security Instrument: (a) from time to time, the Governmental Lender or the Funding Lender may appoint a servicer to collect payments, escrows and deposits, to give and to receive notices under the Borrower Note, this Borrower Loan Agreement or the other Borrower Loan Documents, and to otherwise service the Borrower Loan and (b) unless Borrower receives Written Notice from the Governmental Lender or the Funding Lender to the contrary, any action or right which shall or may be taken or exercised by the Governmental Lender or the Funding Lender may be taken or exercised by such servicer with the same force and effect.

Section 10.29. Beneficiary Parties as Third Party Beneficiary. Each of the Beneficiary Parties shall be a third party beneficiary of this Borrower Loan Agreement for all purposes.

Section 10.30. Waiver of Trial by Jury. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF BORROWER AND THE BENEFICIARY PARTIES (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS BORROWER LOAN AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL. IF FOR ANY REASON THIS WAIVER IS DETERMINED TO BE UNENFORCEABLE, THE BORROWER AGREES TO THE RESOLUTION OF ALL DISPUTES BY JUDICIAL REFERENCE PURSUANT TO THE PROCEDURES SET FORTH IN THE SECURITY INSTRUMENT.

Section 10.31. Time of the Essence. Time is of the essence with respect to this Borrower Loan Agreement.

Section 10.32. [Reserved].

Section 10.33. Reference Date. This Borrower Loan Agreement is dated for reference purposes only as of the first day of December, 2017, and will not be effective and binding on the parties hereto unless and until the Closing Date (as defined herein) occurs.

ARTICLE XI

LIMITATIONS ON LIABILITY

Section 11.1. Limitation on Liability. Notwithstanding anything to the contrary herein, the liability of the Borrower hereunder and under the other Borrower Loan Documents and the Funding Loan Documents shall be limited to the extent set forth in the Borrower Note.

Section 11.2. Limitation on Liability of Governmental Lender. The Governmental Lender shall not be obligated to pay the principal (or prepayment price) of or interest on the Funding Loan, except from moneys and assets received by the Fiscal Agent or the Funding Lender on behalf of the Governmental Lender pursuant to this Borrower 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 Governmental Lender is pledged to the payment of the principal (or prepayment price) of or interest on the Funding Loan. The Governmental Lender 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 Borrower Loan Agreement or the Funding Loan Agreement, except only to the extent amounts are received for the payment thereof from the Borrower under this Borrower Loan Agreement.

The Borrower hereby acknowledges that the Governmental Lender's sole source of moneys to repay the Funding Loan will be provided by the payments made by the Borrower pursuant to this Borrower Loan Agreement, together with investment income on certain funds and accounts held by the Fiscal Agent under the Funding Loan Agreement, and hereby agrees that if the payments to be made hereunder shall ever prove insufficient to pay all principal (or prepayment price) of and interest on the Funding Loan as the same shall become due (whether by maturity, redemption, acceleration or otherwise), then upon notice from the Fiscal Agent, the Funding Lender or the Servicer, 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 prepayment price) of or interest on the Funding Loan, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Fiscal Agent, the Funding Lender, the Borrower, the Governmental Lender or any third party, subject to any right of reimbursement from the Fiscal Agent, the Funding Lender, the Governmental Lender or any such third party, as the case may be, therefor.

Section 11.3. Waiver of Personal Liability. No member of the Board of Supervisors, officer, agent or employee of the Governmental Lender shall be individually or personally liable for the payment of any principal (or prepayment price) of or interest on the Funding Loan or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Borrower Loan Agreement; but nothing herein contained shall relieve any such member of the Board of Supervisors, director, officer, agent or employee from the performance of any official duty provided by law or by this Borrower Loan Agreement.

Section 11.4. Limitation on Liability of Governmental Lender's or Funding Lender's Supervisors, Officers, Employees, Etc.

(a) Borrower assumes all risks of the acts or omissions of the Governmental Lender and the Funding Lender, provided, however, this assumption is not intended to, and shall not, preclude the Borrower from pursuing such rights and remedies as it may have against the Governmental Lender and the Funding Lender at law or under any other agreement. None of Governmental Lender, the Fiscal Agent and the Funding Lender, nor the other Beneficiary Parties or their respective Supervisors, officers, directors, employees or agents shall be liable or responsible for (i) for any acts or omissions of the Governmental Lender and the Funding Lender; or (ii) the validity, sufficiency or genuineness of any documents, or endorsements, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged. In furtherance and not in limitation of the foregoing, the Governmental Lender and the Funding Lender may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, unless acceptance in light of such notice or information constitutes gross negligence or willful misconduct on the part of the Funding Lender, or willful misconduct of the Governmental Lender.

(b) None of the Governmental Lender, the Fiscal Agent, the Funding Lender, the other Beneficiary Parties or any of their respective Supervisors, officers, directors, employees or agents shall be liable to any contractor, subcontractor, supplier, laborer, architect, engineer or any other party for services performed or materials supplied in connection with the Project. The Governmental Lender and the Funding Lender shall not be liable for any debts or claims accruing in favor of any such parties against the Borrower or others or against the Project. Borrower is not and shall not be an agent of the Governmental Lender and the Funding Lender for any purpose. Neither the Governmental Lender nor the Funding Lender is a joint venture partner with Borrower in any manner whatsoever. Prior to default by Borrower under this Borrower Loan Agreement and the exercise of remedies granted herein, the Governmental Lender and the Funding Lender shall not be deemed to be in privity of contract with any contractor or provider of services to the Project, nor shall any payment of funds directly to a contractor, subcontractor or provider of services be deemed to create any third party beneficiary status or recognition of same by the Governmental Lender and the Funding Lender. Approvals granted by the Governmental Lender and the Funding Lender for any matters covered under this Borrower Loan Agreement shall be narrowly construed to cover only the parties and facts identified in any written approval or, if not in writing, such approvals shall be solely for the benefit of Borrower.

(c) Any obligation or liability whatsoever of the Governmental Lender and the Funding Lender that may arise at any time under this Borrower Loan Agreement or any other Borrower Loan Document shall be satisfied, if at all, out of the Funding Lender's assets only. No such obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the Project or any of the Governmental Lender's or the Funding Lender's shareholders (if any), Supervisors, directors, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

Section 11.5. Delivery of Reports, Etc. The delivery of reports, information and documents to the Governmental Lender and the Funding Lender as provided herein is for informational purposes only and the Governmental Lender's and the Funding Lender's receipt of such shall not constitute constructive knowledge of any information contained therein or determinable from information contained therein. The Governmental Lender and the Funding Lender shall have no duties or responsibilities except those that are specifically set forth herein,

and no other duties or obligations shall be implied in this Borrower Loan Agreement against the Governmental Lender and the Funding Lender.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Borrower Loan Agreement by their respective authorized representative, as of the date first set forth above. The undersigned intend that this instrument shall be deemed to be signed and delivered as a sealed instrument.

BORROWER:

HERITAGE POINT A/G, L.P.,
a California limited partnership

By: Heritage Point A/G LLC,
a California limited liability company
its general partner

By: Community Housing Development
Corporation of North Richmond,
a California nonprofit public benefit
corporation, its sole member / manager

By: _____
Donald Gilmore, Executive Director

03007.41:J14859

GOVERNMENTAL LENDER:

COUNTY OF CONTRA COSTA, CALIFORNIA

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

03007.41;J14859

[Signature Page to Borrower Loan Agreement – Heritage Point Apartments]

Agreed to and Acknowledged by:

FUNDING LENDER:

CITIBANK, N.A.

By: _____
Merle Malakoff,
Authorized Signatory

03007.41;J14859

[Signature Page to Borrower Loan Agreement – Heritage Point Apartments]

**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

**HERITAGE POINT A/G, L.P.,
a California limited partnership**

dated as of December 1, 2017

relating to:

\$_____

**County of Contra Costa, California
Multifamily Housing Revenue Note
(Heritage Point Apartments), Series 2017C**

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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 December 1, 2017, is by and between the COUNTY OF CONTRA COSTA, CALIFORNIA, a public 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 "Governmental Lender"), and HERITAGE POINT A/G, L.P., a 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, pursuant to Chapter 7 of Part 5 of Division 31 (commencing with Section 34200) of the California Health and Safety Code (the "Act"), the Governmental Lender proposes to enter into a Funding Loan Agreement, dated as of December 1, 2017 (as supplemented and amended from time to time, the "Funding Loan Agreement"), among the Governmental Lender, U.S. Bank National Association, as Fiscal Agent, and Citibank, N.A. (the "Funding Lender") pursuant to which the Funding Lender will make a loan to the Governmental Lender (the "Funding Loan"), to be evidenced by a County of Contra Costa Multifamily Housing Revenue Note (Heritage Point Apartments), Series 2017C (the "Governmental Lender Note"); and

WHEREAS, the proceeds of the Funding Loan will be used to fund a loan (the "Borrower Loan") to the Borrower pursuant to the Borrower Loan Agreement, dated as of December 1, 2017, between the Governmental Lender and the Borrower (as supplemented and amended from time to time, the "Borrower Loan Agreement"), to provide, in part, financing for the acquisition and construction of the multifamily rental housing project to be known as Heritage Point Apartments, and to be located on the real property site described in Exhibit A hereto (as further described herein, the "Project"); and

WHEREAS, in order to assure the Governmental Lender and the Funding Lender that interest on the Governmental Lender Note 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 Funding Loan is authorized to be incurred under the Act, and to satisfy the purposes of the Governmental Lender in determining to incur the Funding Loan, certain limits on the occupancy of units in the Project need to be established and certain other requirements need to be met.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the issuance of the Governmental Lender Note by the Governmental Lender 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 Governmental Lender 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 Funding Loan Agreement.

“Administrator” means the Governmental Lender or any administrator or program monitor appointed by the Governmental Lender to administer this Regulatory Agreement and any successor administrator appointed by the Governmental Lender.

“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 is 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 Governmental Lender Note 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 Resolution” means CDLAC Resolution No. 17-77 attached hereto as Exhibit E, adopted on July 19, 2017 and relating to the Project, as such resolution 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 Governmental Lender 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 Governmental Lender to the Borrower, or as otherwise approved by the Governmental Lender.

“Closing Date” has the meaning given to such term in the Funding Loan Agreement.

“Completion Certificate” means the certificate of completion of the construction of the Project required to be delivered to the Governmental Lender 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 construction of the Project, 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.

“Conversion Date” has the meaning given to such term in the Construction Funding Agreement.

“County” means the County of Contra Costa, California.

“Equity Investor” has the meaning given to such term in the Funding Loan Agreement.

“FOCUS Program” means (a) the FOCUS Compliance Verification Program (user’s guide located at focus.housingcompliance.org) utilized by the Governmental Lender to verify the Borrower’s compliance with various requirements of this Regulatory Agreement; or (b) any similar program used by the Governmental Lender, 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.

“Governmental Lender Annual Fee” means: for the period from the Closing Date to but not including December 1, 2018, an amount equal to one-eighth of one percent (1/8%) of the maximum principal amount of the Governmental Lender Note; and, thereafter, on each December 1 during the remainder of the Compliance Period commencing December 1, 2018, an amount equal to the greater of (a) one-eighth of one percent of the then outstanding principal amount of the Governmental Lender Note, or (b) \$5,000.

“Governmental Lender Issuance Fee” means an amount equal to one-eighth of one percent (1/8%) of the maximum principal amount of the Governmental Lender Note.

“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 Act” or “Housing Law” 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 Governmental Lender to the Borrower, or as otherwise approved by the Governmental Lender.

“Inducement Date” means March 21, 2017, being the date on which the Board of Supervisors of the Governmental Lender adopted Resolution No. 2017/66, expressing its intent to incur the Funding Loan to provide financing for the Project.

“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. The Community Housing Development Corporation of North Richmond is the initial Manager.

"Project" means the 42-unit multifamily rental housing development (including one manager's unit) located in the North Richmond unincorporated area of the County on the real property 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 acquisition and construction of which facilities is to be financed, in whole or in part, from the proceeds of the Funding Loan or the proceeds of any payment by the Borrower pursuant to the Borrower 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 Borrower Loan Agreement.

"Project Costs" means, to the extent authorized by the Act, any and all costs and expenses incurred by the Borrower with respect to the acquisition, financing, construction and/or operation of the Project, whether paid or incurred prior to or after the Closing Date, including, without limitation, costs for the acquisition of property, the cost of consultant, accounting and legal services, appraisal costs, other expenses necessary or incident to the acquisition and construction of the Project, and administrative expenses, and interest on the Borrower Loan.

"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 the construction of the Project 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 construction of the Project shall not be a Qualified Project Cost; and provided still further that if any portion of the Project is being constructed 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 constructing the Project (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 Project, 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 construction of the Project or payments received by such Affiliated Party due to early completion of the Project; (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 Funding Loan or the Borrower Loan, such costs were (A) costs of issuance of the Governmental Lender Note, (B) preliminary capital expenditures (within the meaning of United States Treasury Regulations §1.139-2(f)(2)) with respect to the Project (such as

architectural, engineering and soil testing services) incurred before commencement of the construction of the Project that do not exceed twenty percent (20%) of the issue price of the portion of the Funding Loan evidenced by the Governmental Lender Note (as defined in United States Treasury Regulations §1.148-1), or (C) were capital expenditures with respect to the Project that are reimbursed no later than eighteen (18) months after the later of the date the expenditure was paid or the date the Project is placed in service (but no later than three (3) years after the expenditure is paid).

“Qualified Project Period” means the period beginning on the first date on which at least ten percent (10%) of the units in the Project are first occupied, 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 Project are first occupied; (b) the first date on which no Tax-Exempt private activity bonds with respect to the Project are Outstanding; or (c) the date on which any assistance provided with respect to the Project under Section 8 of the Housing Act terminates.

“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.

“Subordinate Loan Documents” has the meaning given to such term in the Borrower Loan Agreement.

“Tax-Exempt” means with respect to interest on any obligations of a state or local government, including the Governmental Lender Note, 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 Governmental Lender or the Funding Lender 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 Borrower Loan to be applied in a manner contrary to the requirements of the Funding Loan Agreement, the Borrower Loan Agreement and this 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 Governmental Lender Note, or the exemption from California personal income taxation of the interest on the Governmental Lender Note 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 Tax Counsel filed with the Governmental Lender, the Funding Lender 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 Governmental Lender Note.

(e) The acquisition by the Borrower of a fee interest in the site on which the Project is located and the commencement of the construction of the Project 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 Borrower Loan pursuant to which the Borrower is obligated to expend at least five percent (5%) of the \$_____ maximum principal amount of the Funding Loan evidenced by the Governmental Lender Note.

(f) The Borrower will proceed with due diligence to complete the construction of the Project and the full expenditure of the proceeds of the Borrower Loan. The Borrower reasonably expects to complete the acquisition and construction of the Project and to expend the full \$_____ principal amount of the Borrower Loan by _____, ____.

(g) The Borrower's reasonable expectations respecting the total expenditure of the proceeds of the Borrower Loan have been accurately set forth in a certificate of the Borrower delivered to the Governmental Lender on the Closing Date. At all times, the aggregate disbursements of the proceeds of the Borrower 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 5.35 of the Borrower 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 Governmental Lender Note have both 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 Funding Loan in the prior five-year period (or, with respect to the final such report following the repayment of the Governmental Lender Note, 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 Governmental Lender Note, 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 Governmental Lender, 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, the Borrower shall deliver to the Governmental Lender and the Funding Lender a duly executed Completion Certificate.

(j) The Borrower acknowledges that the Governmental Lender has appointed the Administrator to administer this Regulatory Agreement and to monitor performance by the Borrower of the terms, provisions and requirements hereof. The Borrower shall comply with any reasonable request by the Governmental Lender or the Administrator to deliver to any such Administrator, in addition to or instead of the Governmental Lender, 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 Governmental Lender.

(k) Within thirty (30) days after the date on which fifty percent (50%) of the dwelling units in the Project are first occupied, the Borrower will submit to the Governmental Lender (with a copy to the Funding Lender), and will cause to be recorded in the County Recorder's office, a duly executed and completed Certificate as to Commencement of Qualified Project Period in the form of Exhibit F hereto.

(l) Money on deposit in any fund or account in connection with the Funding Loan or the Borrower 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 Governmental Lender Note 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 Governmental Lender Note from being "arbitrage bonds" under the Code.

(m) All of the proceeds of the Funding Loan and the Borrower 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 portion of the Funding Loan evidenced by the Governmental Lender Note will be used to pay issuance costs of the Governmental Lender Note, within the meaning of Section 147(g) of the Code.

(n) No portion of the proceeds of the portion of the Borrower 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 portion of the proceeds of the Borrower Loan shall be used for an office unless the office is located on the premises of the facilities constituting the 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.

(o) In accordance with Section 147(b) of the Code, the average maturity of the Governmental Lender Note does not exceed 120% of the average reasonably expected remaining economic life of the facilities being financed by the Borrower Loan.

(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 Closing 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 Borrower Loan Agreement relating to the Project.

(s) The Borrower hereby represents and warrants that the Project is located entirely within the unincorporated area of the County.

(t) The Borrower agrees to comply with the provisions of Sections 5.34 and 5.35 of the Borrower 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; that it is familiar with the provisions of all of the Borrower Loan Documents 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 Governmental Lender for any guidance or expertise in analyzing the financial or other consequences of such financing transactions or otherwise relied on the Governmental Lender in any manner except to issue the Governmental Lender Note in order to provide funds to assist the Borrower in acquiring and constructing the 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 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) will be similarly constructed units, and each dwelling unit in the Project will contain 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 County).

(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 the Subordinate Loan Documents.

(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 Governmental Lender from enforcing the requirements of the Code and 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 Borrower Loan or, if permitted under the provisions of the Funding 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 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 Governmental Lender hereby elects to have the 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 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.

(b) No tenant qualifying as a Low Income Tenant upon initial occupancy shall be denied continued occupancy of a unit in the 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 Governmental Lender, 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 Governmental Lender, 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 Governmental Lender, 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 Administrator.

(e) The Borrower will maintain complete and accurate records pertaining to the Low Income Units, and will permit any duly authorized representative of the Administrator, the Governmental Lender, the Department of the Treasury or the Internal Revenue Service to inspect the books and records of the Borrower pertaining to the Project, 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 Governmental Lender, 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 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).

(g) For the Compliance Period, all tenant leases or rental agreements shall be subordinate to this Regulatory Agreement and the Security Instrument. 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 Governmental Lender or the Administrator on behalf of the Governmental Lender, 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 Governmental Lender Note. The Borrower and the Governmental Lender, as applicable, each hereby represents, warrants and agrees as follows:

(a) The Borrower and the Governmental Lender 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 Governmental Lender Note 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 Governmental Lender will file of record such documents and take such other steps as are necessary, in the written opinion of Tax Counsel filed with the Governmental Lender (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, 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)(B) of the Act, forty percent (40%) 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 60 percent or less of area median income, within the meaning of Section 52080(a)(1)(B) 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 sixty 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 Governmental Lender. The Governmental Lender 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 Regulatory 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 Governmental Lender 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 Governmental Lender Note, 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 Governmental Lender Note, 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 Governmental Lender to monitor the Borrower's compliance with the provisions of paragraph (f), or that the Governmental Lender shall have any liability whatsoever in the event of the failure by the Borrower to comply with any of the provisions of this Regulatory 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 Governmental Lender as grantee.

Section 7. Requirements of the Governmental Lender. 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 Governmental Lender 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 Governmental Lender, 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 Funding Loan Agreement) and during business hours by representatives of the Governmental Lender.

(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 Governmental Lender (i) on the Closing Date the Governmental Lender Issuance Fee and the Governmental Lender Annual Fee for the period from the Closing Date to but not including January 1, 2019, and (ii) on each January 1, on and after January 1, 2019, the Governmental Lender Annual Fee; without in either case any requirement for notice or billing of the amount due. In addition, the Borrower shall pay to the Governmental Lender promptly

following receipt of an invoice that reasonably identifies the relevant expenses and the amounts thereof, any out of pocket expenses incurred by the Governmental Lender in connection with the Governmental Lender Note, the Funding Loan Agreement, this Regulatory Agreement or the Borrower Loan Documents (as defined in the Borrower 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 Governmental Lender: (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 Governmental Lender in order to comply with reporting requirements of the Internal Revenue Service or the State.

(h) The Borrower shall indemnify the Governmental Lender as provided in Section 9 hereof and Section 5.15 of the Borrower Loan Agreement.

(i) The Governmental Lender 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 Governmental Lender to deliver to such Administrator, in addition to or instead of the Governmental Lender, 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 Governmental Lender.

(j) The Borrower shall submit its written management policies with respect to the Project, if any, to the Governmental Lender 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 Governmental Lender, and (iv) a statement that a public hearing may be held by the Governmental Lender 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 Governmental Lender.

(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 Governmental Lender Note or the Borrower Loan by means of the issuance of bonds or other obligations by any governmental body other than the Governmental Lender.

(o) Each of the requirements of Sections 3, 4 and 6 hereof is hereby incorporated as a specific requirement of the Governmental Lender, whether or not required by California or federal law.

(p) The requirements of Section 6 and this Section 7 shall be in effect for the Qualified Project Period.

Any of the foregoing requirements of the Governmental Lender contained in this Section 7 may be expressly waived by the Governmental Lender in writing, but (i) no waiver by the Governmental Lender 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 Governmental Lender 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 Governmental Lender Note for federal income tax purposes; and (ii) any requirement of this Section 7 shall be void and of no force and effect if the Governmental Lender and the Borrower receive a written opinion of Bond Counsel to the effect that compliance with any such requirement would cause interest on the Governmental Lender Note 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 Governmental Lender hereby agree as follows:

(a) To the extent any amendments to the Act, the Regulations or the Code shall, in the written opinion of Tax Counsel filed with the Governmental Lender and the Borrower, retroactively impose requirements upon the ownership or operation of the

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 Governmental Lender Note, 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 Tax Counsel filed with the Governmental Lender and the Borrower, impose requirements upon the ownership or operation of the 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 Governmental Lender, at its sole discretion, the Borrower, and only upon receipt by the Governmental Lender of the written opinion of Tax Counsel to the effect that such amendment will not affect the Tax-Exempt status of interest on the Governmental Lender Note or violate the requirements of the Act, and otherwise in accordance with Section 22 hereof.

(c) The Borrower and the Governmental Lender 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 Governmental Lender hereby appoint the Funding Lender as their true and lawful attorney-in-fact to execute, deliver and, if applicable, file of record on behalf of the Borrower or the Governmental Lender, as is applicable, any such document or instrument (in such form as may be approved in writing by Tax Counsel) if either the Borrower or the Governmental Lender defaults in the performance of its obligations under this subsection (c); provided, however, that unless directed in writing by the Governmental Lender or the Borrower, the Funding Lender shall take no action under this subsection without first notifying the Borrower or the Governmental Lender, or both of them, as is applicable, in writing and without first providing the Borrower or the Governmental Lender, 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 Funding Lender to execute an amendment to this Regulatory Agreement on behalf of the Governmental Lender 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 Funding Lender, the Governmental Lender and the Borrower shall accept (unless otherwise directed in writing by the Governmental Lender) 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 Governmental Lender and each of its officers, Supervisors, 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 Funding Loan, the Funding Loan Agreement, Borrower Loan Agreement, this Regulatory Agreement or any of the other Borrower Loan Documents 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 Funding Loan;

(ii) any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Borrower Loan or the Project, the acquisition, construction or 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 and construction of the Project or any part thereof;

(iii) any lien or charge upon payments by the Borrower to the Governmental Lender or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Governmental Lender in respect of any portion of the 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 any part thereof;

(v) the defeasance and/or prepayment, in whole or in part, of the Funding Loan;

(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 Funding Loan or any of the documents relating to the Funding Loan, or any omission or alleged omission from any offering statement or disclosure document for the Funding 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 Governmental Lender Note, or allegations (or regulatory inquiry) that interest on the Governmental Lender Note 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 thereto, the Borrower will pay upon demand all of the fees and expenses paid or incurred by the Governmental Lender in enforcing the provisions hereof.

The provisions of this Section 9 shall survive the final payment or defeasance of the Funding Loan and the termination of this Regulatory Agreement; provided, however, the provisions of this Section shall, in the case of the Governmental Lender, survive the term of this 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 Borrower Loan or amounts owing with respect to the Project 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 Governmental Lender 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 Governmental Lender 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 Governmental Lender has agreed to incur the Funding Loan to provide funds to lend to the Borrower to finance the Project, all for the purpose, among others, of inducing the Borrower to acquire, construct and operate the Project. In consideration of the issuance of the Governmental Lender Note by the Governmental Lender, the Borrower has entered into this Regulatory Agreement and has agreed to restrict the uses to which this Project can be put on the terms and conditions set forth herein.

Section 11. Reliance. The Governmental Lender and the Borrower hereby recognize and agree that the representations and covenants set forth herein may be relied upon by all persons, including but not limited to the Administrator and the Funding Lender, interested in the legality and validity of the Funding Loan, in the exemption from California personal income taxation of interest on the Governmental Lender Note and in the Tax-Exempt status of the interest on the Governmental Lender Note. In performing their duties and obligations hereunder, the Governmental Lender 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. In addition, the Governmental Lender 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 Governmental Lender 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 Governmental Lender 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 Governmental Lender 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 Governmental Lender, which consent shall not be unreasonably withheld or delayed, if the following conditions are satisfied: (A) the receipt by the Governmental Lender of evidence acceptable to the Governmental Lender that (1) the Borrower shall not be in default hereunder or under any of the other Borrower Loan Documents in effect, or the transferee undertakes to cure any defaults of the Borrower to the reasonable satisfaction of the Governmental Lender; (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 Governmental Lender 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 Governmental Lender with respect to the assumption of the Borrower's obligations under this Regulatory Agreement and the other Borrower Loan Documents in effect, including without limitation an instrument of assumption hereof and thereof, and delivery to the Governmental Lender 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 Governmental Lender of an opinion of Tax Counsel to the effect that any such Transfer will not adversely affect the Tax-Exempt status of interest on the Governmental Lender Note; (D) receipt by the Governmental Lender of all fees and/or expenses then currently due and payable to the Governmental Lender by the Borrower; and (E) receipt by the Governmental Lender of evidence of satisfaction of compliance with the provisions of Section 29(d)(i) related to notice to CDLAC of transfer of the Project.

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 Governmental Lender 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 Security Instrument without the consent of the Governmental Lender or compliance with the provisions of this Section 12. The Governmental Lender 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 membership 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 Security Instrument, or (B) a Transfer in accordance with the terms of this Regulatory Agreement, in each case upon receipt by the Governmental Lender of an opinion of Tax Counsel to the effect that such action will not adversely affect the Tax-Exempt status of interest on the Governmental Lender Note (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 Borrower Loan Agreement or the Security Instrument; 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 Funding Loan and discharge of the Funding Loan Agreement and the Borrower 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 Governmental Lender from enforcing such provisions, or condemnation or a similar event, but only if, within a reasonable period, either the Funding Loan is fully 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 Governmental Lender and the Borrower, with the consent of CDLAC, upon receipt by the Governmental Lender of an opinion of Tax Counsel to the effect that such termination will not adversely affect the exclusion from gross income of interest on the Governmental Lender Note 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 Governmental Lender 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 Governmental Lender 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 Governmental Lender 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 Governmental Lender Note was 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, and if such default remains uncured for a period of 60 days after notice thereof shall have been given by the Governmental Lender or the Funding Lender (with a copy to the Governmental Lender) 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 Governmental Lender may 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 Tax Counsel, the failure to cure said default within 60 days will not adversely affect the Tax-Exempt status of interest on the Governmental Lender Note. The Governmental Lender and the Funding Lender shall have the right to enforce the obligations of the Borrower under this 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 Governmental Lender or the Funding Lender, subject to the terms of the Funding 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 Governmental Lender 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;

- (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 Funding Lender, which consent shall not be unreasonably withheld, declare a default under the Borrower 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 Governmental Lender 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 Funding Lender shall have the right, in accordance with this Section and the provisions of the Funding Loan Agreement, without the consent or approval of the Governmental Lender, to exercise any or all of the rights or remedies of the Governmental Lender hereunder; provided that prior to taking any such action the Funding Lender shall give the Governmental Lender written notice of its intended action.

The Governmental Lender and the Funding Lender hereby agree 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.

All reasonable fees, costs and expenses (including reasonable attorney's fees) of the Funding Lender and the Governmental Lender 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 Funding Lender are adversaries, the prevailing party, if any, shall be entitled to recover legal fees and costs from the other party.

Section 18. The Funding Lender. The Funding Lender shall be entitled, but shall have no duty, to act with respect to enforcement of the Borrower's performance hereunder. The Funding Lender, either on its own behalf or as the agent of and on behalf of the Governmental Lender, may, in its sole discretion, act hereunder and any act required to be performed by the Governmental Lender as herein provided shall be deemed taken if such act is performed by the Funding Lender. In connection with any such performance, all provisions of the Funding Loan Agreement and the Borrower Loan Agreement relating to the rights, privileges, powers and protections of the Funding Lender shall apply with equal force and effect to all actions taken (or omitted to be taken) by the Funding Lender in connection with this Regulatory Agreement. Neither the Funding Lender 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 Funding Lender 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 Funding Lender may at all times assume compliance with this Regulatory Agreement unless otherwise notified in writing by or on behalf of the Governmental Lender, or unless it has actual knowledge of noncompliance.

After the date the Funding Loan no longer remains outstanding as provided in the Funding Loan Agreement, the Funding Lender shall have no further rights, duties or responsibilities under this Regulatory Agreement, and all references to the Funding Lender in this Regulatory Agreement shall be deemed references to the Governmental Lender.

Section 19. Recording and Filing. (a) The Borrower shall cause this 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 Governmental Lender

may reasonably request. The Borrower shall pay all fees and charges incurred in connection with any such recording.

(b) The Borrower and the Governmental Lender will file of record such other documents and take such other steps as are reasonably necessary, in the opinion of Tax 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 Security Instrument, whereby the Funding Lender 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 Borrower Loan and discharge of the Funding 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 Governmental Lender as provided in this Section 20, unless such prepayment is made in connection with a refunding of the Funding Loan.

The Borrower agrees to pay to the Governmental Lender (i) the Governmental Lender Issuance Fee, which shall be paid on or before the Closing Date, (ii) the Governmental Lender Annual Fee, which shall be payable commencing on the Closing Date and annually on each December 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 Governmental Lender (not including salaries and wages of Governmental Lender employees) related to the Governmental Lender Note, the Borrower Loan, and the Project 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 Project, the Governmental Lender Note, the Borrower Loan or any of the Borrower Loan Documents.

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 Governmental Lender annually in advance an amount equal to \$5,000. The full Governmental Lender Annual Fee shall continue to be payable unless and until the Governmental Lender has confirmed receipt of all amounts then due and payable in arrears by the Borrower to the Governmental Lender in connection with the Borrower Loan, at which point the Governmental Lender Annual Fee shall become effective.

If the Borrower fails to make payment of the Governmental Lender Annual Fee for a period of two consecutive years or more, the Governmental Lender may, in its sole discretion, declare the total amount of the Governmental Lender 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 applicable to contracts made and performed in the State. This Regulatory Agreement shall be enforceable in the State, and any

action arising hereunder shall (unless waived by the Governmental Lender 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 Governmental Lender of an opinion from Tax Counsel that such amendment will not adversely affect the Tax-Exempt status of interest on the Governmental Lender Note and is not contrary to the provisions of the Act and (ii) the written consent of the Funding Lender, who shall receive a copy of any such amendment.

(b) Anything to the contrary contained herein notwithstanding, the Governmental Lender and the Borrower hereby agree to amend this Regulatory Agreement to the extent required, in the opinion of Tax Counsel, in order that interest on the Governmental Lender Note remains Tax-Exempt. The party requesting such amendment shall notify the other party to this Regulatory Agreement of the proposed amendment, with a copy of such proposed amendment to Tax Counsel and a request that Tax Counsel render to the Governmental Lender an opinion as to the effect of such proposed amendment upon the Tax-Exempt status of interest on the Governmental Lender Note. 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 Funding Loan Agreement, 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 Governmental Lender.

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 Governmental Lender, 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 Funding Lender and the Equity Investor at their respective addresses set forth in the Funding Loan Agreement.

The Borrower shall notify the Governmental Lender 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 Funding Lender or the Governmental Lender 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 Funding Loan Agreement, or any rights of the Borrower under any guarantees relating to the Project, 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 any 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, this Regulatory Agreement, amounts held in the funds and accounts created under the Funding Loan Agreement, any rights of the Borrower under the Funding Loan Agreement or any other documents relating to the Funding Loan or any rights of the Borrower under any guarantees relating to the 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 Funding 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 Borrower Loan Agreement.

Section 27. Third-Party Beneficiary. The Administrator, the Funding Lender and CDLAC are intended to be and shall each be a third-party beneficiary of this Regulatory Agreement. The Administrator shall have the right (but not the obligation) to enforce, separately or jointly with the Governmental Lender and/or the Funding Lender, 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 owner of the Governmental Lender Note.

Section 28. Property Management. The Borrower agrees that at all times the Project shall be managed by a property manager (i) approved by the Governmental Lender 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 Governmental Lender from time to time such information about the background, experience and financial condition of any existing or proposed Manager as the Governmental Lender may reasonably require to determine whether such Manager meets the requirements for a Manager set forth herein. The Governmental Lender 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 Governmental Lender in such reviews.

If the Governmental Lender 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 Regulatory Agreement, the Governmental Lender may deliver notice to the Borrower and the Funding Lender 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 Governmental Lender, with a copy to the Funding Lender, a proposal to engage a new Manager meeting the requirements of this Section 28. Each of the Governmental Lender and the Funding Lender 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 Governmental Lender or the Funding Lender, the Borrower agrees that upon receipt of notice of such denial, it shall within 60 days submit to the Governmental Lender, with copies to the Funding Lender, a proposal to engage another new Manager meeting the requirements of this Section 28, subject to the Governmental Lender's and Funding Lender's consent or deemed consent pursuant to the terms hereof.

Notwithstanding any other provision of this Section 28 to the contrary, the Funding Lender may at any time by written instruction to the Governmental Lender and the Borrower deny the Governmental Lender'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 Resolution attached hereto as Exhibit E and the CDLAC Conditions set forth in Exhibit 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 Governmental Lender, not later than February 1 of each year, until the Project is completed, and on February 1 every three years thereafter until the end of the Compliance Period, a Certificate of Compliance II 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. The Certificate of Compliance II 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 Governmental Lender, a Certificate of Completion, in substantially the form required or otherwise provided by CDLAC from time to time, executed by an authorized representative of the Borrower certifying among other things to the substantial completion of the construction of the Project. Following the submission of the Certificate of Completion, the Borrower will prepare and submit to the Governmental Lender, not later than February 1 every three years thereafter until the end of the

Compliance Period, a California Tax Credit Allocation Committee Project Status Report or equivalent documentation in substantially the form required or otherwise provided by CDLAC from time to time. 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 Governmental Lender.

(b) The Borrower acknowledges that the Governmental Lender 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 Governmental Lender will prepare and submit to CDLAC, not later than March 1 of each year until the construction of the Project is 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 Governmental Lender 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 otherwise after the commencement of the Qualified Project Period.

(d) The Borrower shall notify CDLAC in writing of: (i) any change in ownership of the Project, (ii) any change in the Governmental Lender, (iii) any change in the name of the Project or the Manager; (iv) any material default under the Funding Loan Agreement, the Borrower Loan Agreement or this Regulatory Agreement, including, but not limited to, such defaults associated with the Tax-Exempt status of the Governmental Lender Note, 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 Funding Lender, which will not be unreasonably withheld: (i) any changes in the terms and conditions of the 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 the CDLAC Conditions shall be limited to such changes as are necessary to conform Items 1, 6, 7, 10, 11, 12, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26 and/or 37 of Exhibit A to the CDLAC Conditions to any change in terms and conditions requested by Borrower and approved by CDLAC. The Governmental Lender may, in its sole and absolute discretion, require that the Borrower enter into an amendment to this Regulatory Agreement reflecting the revised CDLAC Conditions, which amendment shall be executed by the parties hereto or their successor in title and duly recorded in the real property records of the County. The Borrower shall pay any costs and expenses in connection therewith and 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 Governmental Lender has received an opinion of Tax 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 Governmental Lender Note for federal income tax purposes; and (ii) any requirement of this Section 29 shall be void and of no force and effect if the Governmental Lender and the Borrower receive a written opinion of Tax Counsel to the effect that compliance with any such requirement would cause interest on the Governmental Lender Note 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 Governmental Lender. All obligations of the Governmental Lender incurred under this Regulatory Agreement shall be limited obligations, payable solely and only from Funding Loan proceeds and other amounts derived by the Governmental Lender from the Borrower Loan or otherwise under the Borrower 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, 2018), the Borrower, on behalf of the Governmental Lender, 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 Governmental Lender, the annual report information required by section 8855(k)(1) of the California Government Code with respect to the Governmental Lender Note. This covenant shall remain in effect until the later of the date (a) the Governmental Lender Note is no longer outstanding or (b) the proceeds of the Governmental Lender Note have been fully spent.

IN WITNESS WHEREOF, the Governmental Lender and the Borrower have executed this Regulatory Agreement by duly authorized representatives, all as of the date first above written.

COUNTY OF CONTRA COSTA, CALIFORNIA

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

HERITAGE POINT A/G, L.P.,
a California limited partnership

By: Heritage Point A/G LLC,
a California limited liability company
its general partner

By: Community Housing Development
Corporation of North Richmond,
a California nonprofit public benefit
corporation, its sole member/manager

By: _____
Donald Gilmore, Executive Director

03007.41;J14863

[Signature page to Regulatory Agreement and Declaration of
Restrictive Covenants – Heritage Point Apartments]

NOTARY ACKNOWLEDGMENT

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

State of California }
County of _____ } ss.

On _____, before me, _____, 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

LEGAL DESCRIPTION OF PROPERTY

Real property in the unincorporated area of the County of Contra Costa, State of California, described as follows:

All of Lots 1, 2, 26 through 34, and a portion of Lots 24 and 25 in Block 69, as shown on that certain map entitled, "Map of North Richmond Land and Ferry Co. Tract No. 2" filed for record September 19, 1911 in Book 5 of maps, at Page 124, Contra Costa County Records, described as follows:

Beginning at the Northwesterly corner of said Lot 1, said point being at the intersection of the Easterly line of 3rd Street (70 feet wide) (formerly Seventh Street) with the Southerly line of Grove Avenue (60 feet wide) (formerly Park Avenue) as said Street and Avenue are shown on said map; thence along the said Southerly line of Grove Avenue, North 89°59'00" East, 50.01 feet to the Northeasterly corner of said Lot 2; thence leaving last said line and along the Easterly line of said Lot 2, South 00°01'31" East, 99.98 feet to the Southeasterly corner of said Lot 2, said point being on the Northerly line of said Lot 34; thence along last said line, North 89°59'00" East, 50.03 feet to the Northeasterly corner of said Lot 34; thence along the Easterly lines of said Lots 34 through 26, South 00°02'03" East, 230.72 feet to the Southeasterly corner of said Lot 26; thence along the Southerly line of said Lot 26, South 89°59'40" West, 50.06 feet to the Northeasterly corner of said Lot 24; thence along the Easterly line of said Lot 24, South 00°01'33" East, 36.54 feet; thence leaving last said line, South 89°59'40" West, 50.07 feet to said Easterly line of 3rd Street; thence along last said line, North 00°01'00" West, 367.22 feet to the Point of Beginning.

APN: 409-080-001, 014, 015, 016, 020 and portion 409-080-013

EXHIBIT B**FORM OF INCOME CERTIFICATION****TENANT INCOME CERTIFICATION**
☐ Initial Certification ☐ 1+ Recertification ☐ Other:

Effective Date:
Move-in Date:
(YYYY-MM-DD)
PART I - DEVELOPMENT DATA
Property Name: Heritage Point Apartments
Address:

County:
Unit Number:

BIN #:
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 \$

Passbook Rate
X 2.00%

= (J) Imputed Income

\$

Enter the greater of the total of column I, or J: imputed income
ASSETS (K)
TOTAL INCOME FROM

\$

(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 ELIGIBILITYTOTAL ANNUAL HOUSEHOLD
INCOME FROM ALL SOURCES:
From item (L) on page 1

\$

Unit Meets Income
Restriction at:☐ 60% ☐ 50%☐ 40% ☐ 30%☐ %**RECERTIFICATION ONLY:**

Current Income Limit x 140%:

\$

Household Income exceeds 140%
at recertification:☐ Yes ☐ No

Current Income Limit per Family Size: \$

Household Income at Move-in: \$

Household Size at Move-in: _____

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:

☐ 60% ☐ 50% ☐ 40% ☐ 30% ☐ %

Maximum Rent Limit for this unit: \$

PART VII. STUDENT STATUS

ARE ALL OCCUPANTS FULL TIME STUDENTS?

☐ yes ☐ noIf 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 ☐

See Part V above.

b. HOME ☐

Income Status

☐ ≤ 50% AMGI☐ ≤ 60% AMGI☐ ≤ 80% AMGI☐ OI**c. Tax Exempt ☐

Income Status

☐ 50% AMGI☐ 60% AMGI☐ 80% AMGI☐ OI**d. AHDP ☐

Income Status

☐ 50% AMGI☐ 80% AMGI☐ OI**e. _____ ☐
(Name of Program)

Income Status

☐ _____☐ _____☐ 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:

H	-	Head of Household	S	-	Spouse
A	-	Adult co-tenant	O	-	Other family member
C	-	Child	F	-	Foster child(ren)/adult(s)
L	-	Live-in caretaker	N	-	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 <input type="checkbox"/> Re-certification <input type="checkbox"/> 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: <div style="text-align: center;"> <u>Name of Employer</u> 1) _____ 2) _____ 3) _____ </div>	\$ _____ \$ _____ \$ _____
<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.	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	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.	\$ _____
<input type="checkbox"/>	<input type="checkbox"/>	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	ES NTEREST 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"/>	

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

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

HERITAGE POINT APARTMENTS

Witnesseth that on this ____ day of _____, 20__, the undersigned, having borrowed certain funds from the County of Contra Costa, California (the "Governmental Lender") for the purpose of financing the above-listed multifamily rental housing development (the "Project"), does hereby certify that:

A. During the preceding twelve-months (i) the Project was continually in compliance with the Regulatory Agreement executed in connection with such loan from the Governmental Lender, and (ii) ____% of the units in the Project were occupied by Low Income Tenants (minimum of 40%).

B. Set forth below is certain information regarding occupancy of the Project as of the date hereof.

1. Total Units: _____
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 % _____%
(equals the Total of Lines 3 and 4, divided by the
lesser of Line 1 or Line 2)

C. The units occupied by Low Income Tenants are of similar size and quality to other units and are dispersed throughout the Project.

D. Select appropriate certification: [No unremedied default has occurred under the Regulatory Agreement, the Governmental Lender Note, Borrower Loan Agreement or the Security Instrument (as defined in the Funding Loan Agreement).] [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 December 1, 2017, between the Governmental Lender and Heritage Point A/G, L.P., a California limited partnership.

Date: _____

HERITAGE POINT A/G, L.P.,
a California limited partnership

By: Heritage Point A/G LLC,
a California limited liability company
its general partner

By: Community Housing Development
Corporation of North Richmond,
a California nonprofit public benefit
corporation, its sole member / manager

By: _____
Donald Gilmore, Executive Director

EXHIBIT D

FORM OF COMPLETION CERTIFICATE

The undersigned hereby certifies that the acquisition and construction of the Project was substantially completed as of _____.

The undersigned hereby further certifies that:

- (1) the aggregate amount disbursed on the Borrower Loan to date is \$_____;
- (2) all amounts disbursed on the Borrower Loan have been applied to pay or reimburse the undersigned for the payment of Project Costs and none of the amounts disbursed on the Borrower 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-seven percent (97%) of the amounts disbursed on the Borrower Loan have been applied to pay or reimburse the Borrower for the payment of Qualified Project Costs, and less than twenty-five percent (25%) 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 Agreement and the Borrower 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 December 1, 2017, between Heritage Point A/G, L.P., a California limited partnership and the County of Contra Costa, California.

HERITAGE POINT A/G, L.P.,
a California limited partnership

By: Heritage Point A/G LLC,
a California limited liability company
its general partner

By: Community Housing Development
Corporation of North Richmond,
a California nonprofit public benefit
corporation, its sole member / manager

By: _____
Donald Gilmore, Executive Director

EXHIBIT E

CDLAC RESOLUTION

THE CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE

RESOLUTION NO. 17-77

A RESOLUTION TRANSFERRING A PORTION OF THE 2017 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 2017 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 2017 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 2018 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 **\$17,000,000** of the 2017 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).

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.

RESOLUTION NO. 17-77

Page 2 of 3

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 **January 16, 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. 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, 2018 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(f)(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.

RESOLUTION NO. 17-77

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CERTIFICATION

I, LAURA 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 July 19, 2017 at 11:32 a.m. with the following votes recorded:

AYES: Jeree Glasser-Hedrick for State Treasurer John Chiang
Eraina Ortega for Governor Edmund G. Brown Jr.
Alan LoFaso for State Controller Betty T. Yee

NOES: None
ABSTENTIONS: None
ABSENCES: None



LAURA WHITTALL-SCHERFEE, Executive Director

Date: July 19, 2017

RESOLUTION NO. 17-77
(QUALIFIED RESIDENTIAL RENTAL PROJECT)
EXHIBIT A

1. Applicant: County of Contra Costa
2. Application No.: 17-368
3. Project Sponsor: Heritage Point A/G, L.P. (Heritage Point A/G, LLC)
4. Project Management Co.: North Richmond Economic Development Corporation
5. Project Name: Heritage Point Apartments and Retail
6. Type of Project: New Construction/Family
7. Location: Unincorporated North Richmond, CA
8. Private Placement Purchaser: **Citibank, 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: **41 plus 1 unrestricted manager units**
11. Total Number of Restricted Rental Units: **41**
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 **20%** of the total units will be restricted at 50% 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 **41** 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.
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:

Studios:	0
One-bedroom:	1
Two-bedroom:	1
Three-bedroom:	2
Four-bedroom:	0
Five-bedroom:	0

RESOLUTION NO. 17-77

Exhibit A

Page 2 of 4

17. For acquisition and rehabilitation projects, a minimum of \$15,000 in hard construction costs will be expended for each Project unit.
Not Applicable
18. A minimum of \$6,949,414 of public funds will be expended for the Project.
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 13 three-bedroom or larger units.
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.
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
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.)
Applicable
- Minimum full-time equivalent hours per year: 144.9**

RESOLUTION NO. 17-77

Exhibit A

Page 3 of 4

27. Minimum sustainable specifications will be incorporated into the project design per Section 5205 of the CDLAC Regulations.
Applicable

Section Waived:

<input type="checkbox"/>	Energy Efficiency
<input type="checkbox"/>	Landscaping
<input type="checkbox"/>	Roofs
<input type="checkbox"/>	Exterior Doors
<input type="checkbox"/>	Appliances (ENERGY STAR)
<input type="checkbox"/>	Window Coverings
<input type="checkbox"/>	Water Heater
<input type="checkbox"/>	Floor Coverings
<input type="checkbox"/>	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 |
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

RESOLUTION NO. 17-77

Exhibit A

Page 4 of 4

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.
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.
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: 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 inspections 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 files inspections:

Not Applicable

EXHIBIT F

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

CONTRA COSTA COUNTY
Department of Conservation and Development
30 Muir Road
Martinez, California 94553
Attention: Community Development Bond Program Manager

CERTIFICATE AS TO COMMENCEMENT OF QUALIFIED PROJECT PERIOD

County of Contra Costa, California
Multifamily Housing Revenue Note
(Heritage Point Apartments), Series 2017C

The undersigned, on behalf of Heritage Point A/G, L.P., a California limited partnership, hereby certifies that (complete blank information):

10% of the dwelling units in the Project financed in part from the proceeds of the captioned note were first occupied on _____, 20__.

50% of the dwelling units in the Project financed in part from the proceeds of the captioned note were first occupied on _____, 20__.

Capitalized terms used in this Certificate as to Commencement of Qualified Project Period have the meanings given such terms in the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of December 1, 2017, between Heritage Point A/G, L.P., a California limited partnership, and the County of Contra Costa, California.

Heritage Point A/G, L.P., a California limited
partnership

By: _____

Its: _____

WHEN RECORDED MAIL TO:

Citibank, N.A.
Transaction Management Group/Post Closing
388 Greenwich Street, 8th Floor
New York, New York 10013
Attention: Tanya Jimenez
Re: Heritage Point Apartments
Deal ID No. [_____]

**ASSIGNMENT OF DEED OF TRUST
AND LOAN DOCUMENTS**

KNOW ALL PERSONS BY THESE PRESENTS:

CONTRA COSTA COUNTY, CALIFORNIA, a political subdivision and body corporate and politic, organized and existing under the laws of the State of California (“**Assignor**”), pursuant to that certain Funding Loan Agreement between Assignor and **CITIBANK, N.A.**, a national banking association (“**Assignee**”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents assign, without recourse, to Assignee all of Assignor’s right, title and interest in and to, subject to the Unassigned Rights (as defined in that certain Funding Loan Agreement, dated as of the date hereof, by and between Assignor and Assignee), the instruments (“**Assigned Instruments**”) described on Schedule 1 attached hereto.

TOGETHER with the Note described in the Assigned Instruments, and the money due and to become due thereon, with the interest thereon, TO HAVE AND TO HOLD the same unto the said Assignee forever, subject only to all the provisions contained therein, AND the said Assignor hereby constitutes and appoints the Assignee as the Assignor’s true and lawful attorney, irrevocable in law or in equity, in the Assignor’s name, place and stead, but at Assignee’s cost and expense, to have, use and take all lawful ways and means for the recovery of all of the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could if these presents were not made.

Overriding Limitations. In no event shall Assignor:

(i) prosecute its action to a lien on the Project, as defined in that certain Borrower Loan Agreement by and the Heritage Point A/G, L.P., a California limited partnership (“**Borrower**”), and Assignor (the “**Borrower Loan Agreement**”); or

(ii) take any action which may have the effect, directly or indirectly, of impairing the ability of Borrower to timely pay the principal of, interest on, or other amounts due under, the Borrower Loan or of causing Borrower to file a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Borrower under any applicable liquidation, insolvency, bankruptcy, rehabilitation, composition, reorganization, conservation or other similar law in effect now or in the future; or

(iii) interfere with the exercise by Assignee or Servicer of any of their rights under the Borrower Loan Documents upon the occurrence of an event of default by Borrower under the Borrower Loan Documents; or

(iv) take any action to accelerate or otherwise enforce payment or seek other remedies with respect to the Borrower Loan.

Definitions. All capitalized terms that are used and are not defined herein shall have the respective meanings ascribed to them in the Borrower Loan Agreement. In all references herein to any parties, persons, entities or corporations the use of any particular gender on the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Dated as of the 1st day of December, 2017 (the foregoing date is for reference purposes only and this Assignment shall not be effective until the Closing Date, as defined in the Borrower Loan Agreement).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Assignment of Deed of Trust and Loan Documents or caused this Assignment of Deed of Trust and Loan Documents to be duly executed and delivered by its authorized representative as of the date first set forth above.

ASSIGNOR:

COUNTY OF CONTRA COSTA, CALIFORNIA,
a political subdivision and body corporate and politic,
organized and existing under the laws of the State of California

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

CALIFORNIA ALL-PURPOSE 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 _____

On _____ before me, _____ (here insert name and title of the officer), 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)

**SCHEDULE 1
TO
ASSIGNMENT OF DEED OF TRUST
AND LOAN DOCUMENTS**

ASSIGNEE:

Citibank, N.A.
388 Greenwich Street, 8th Floor
New York, New York 10013

ASSIGNED INSTRUMENTS:

1. Multifamily Note by Heritage Point A/G, L.P., a California limited partnership (“**Borrower**”), to Assignor, dated as of the Closing Date, in the original principal amount of up to \$[15,830,000].
2. Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing], dated as of the date hereof, executed by Borrower for the benefit of Assignor securing the principal amount of up to \$[15,830,000], which is being recorded immediately prior hereto in the Recorder’s Office of Contra Costa County, California, and encumbers the real property (and improvements thereon) that is more particularly described on **Exhibit A**.

EXHIBIT A

LEGAL DESCRIPTION

The real property located in the unincorporated area of the County of Contra Costa, State of California, described as follows:

All of Lots 1, 2, 26 through 34, and a portion of Lots 24 and 25 in Block 69, as shown on that certain map entitled, "Map of North Richmond Land and Ferry Co. Tract No. 2" filed for record September 19, 1911 in Book 5 of maps, at Page 124, Contra Costa County Records, described as follows:

Beginning at the Northwestern corner of said Lot 1, said point being at the intersection of the Easterly line of 3rd Street (70 feet wide) (formerly Seventh Street) with the Southerly line of Grove Avenue (60 feet wide) (formerly Park Avenue) as said Street and Avenue are shown on said map; thence along the said Southerly line of Grove Avenue, North 89°59'00" East, 50.01 feet to the Northeasterly corner of said Lot 2; thence leaving last said line and along the Easterly line of said Lot 2, South 00°01'31" East, 99.98 feet to the Southeasterly corner of said Lot 2, said point being on the Northerly line of said Lot 34; thence along last said line, North 89°59'00" East, 50.03 feet to the Northeasterly corner of said Lot 34; thence along the Easterly lines of said Lots 34 through 26, South 00°02'03" East, 230.72 feet to the Southeasterly corner of said Lot 26; thence along the Southerly line of said Lot 26, South 89°59'40" West, 50.06 feet to the Northeasterly corner of said Lot 24; thence along the Easterly line of said Lot 24, South 00°01'33" East, 36.54 feet; thence leaving last said line, South 89°59'40" West, 50.07 feet to said Easterly line of 3rd Street; thence along last said line, North 00°01'00" West, 367.22 feet to the Point of Beginning.

APN: 409-080-001, 014, 015, 016, 020 and portion 409-080-013



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: December 12, 2017

Subject: Disposition, Development and Loan Agreement – Heritage Point Development, North Richmond Area

RECOMMENDATION(S):

1. OPEN public hearing, RECEIVE testimony, and CLOSE public hearing.
2. ADOPT Resolution No. 2017/443 approving and authorizing the Director of Conservation and Development to execute a Disposition Development and Loan Agreement (DDLA) between the County and Heritage Point A/G L.P. (the “Borrower”) for the sale of six parcels of real property in North Richmond fronting the east side of Fred Jackson Way, between Grove Street and Chelsey Avenue, to the Borrower for the development of 42 multi-family residential units and approximately 900 square feet of commercial/retail space, and the loans of \$3,406,584 in Housing Successor Low Moderate Income Housing Funds (LMIHF) and \$2,900,000 in Community Development Block Grant (CDBG) funds. The resolution also provides approval of a grant agreement in the amount of \$1,432,830 from District 1 Livable Communities Trust (Trust) funds to Community Housing Development Corporation of North Richmond (CHDC).
3. APPROVE and AUTHORIZE the Director of Conservation and Development Department to execute various legal documents in connection with the loan and grant, including the DDLA, Memorandum of DDLA, Assignment Agreement, Grant Deed, County Regulatory Agreement, and Grant Agreement.
4. FIND the Adopted Mitigated Negative Declaration, adopted on March 24, 2015, for Development Plan #14-3026 and Minor Subdivision #14-000007 and May 5, 2015, for General Plan Amendment #13-0004, is adequate for the DDLA and has been prepared in a manner that is consistent with State and County CEQA guidelines and ADOPT

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☐ 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: December 12, 2017

Contact: Maureen Toms (925)
674-7878

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

By: , Deputy

cc:

RECOMMENDATION(S): (CONT'D)

the Mitigated Negative Declaration.

5. AUTHORIZE staff to file a Notice of Determination with County Clerk and pay the filing fee.

FISCAL IMPACT:

There is no impact on the County's General Fund. The property is a housing asset under Health and Safety Code section 34176 and was acquired using the former Contra Costa County Redevelopment Agency's Low and Moderate Income Housing Fund (LMIHF). The total County cost is anticipated to be \$7.37 million, from various sources including the LMIHF, Community Development Block Grant (CDBG), and the Livable Communities Trust Fund (Trust). The financing and other terms of the proposed disposition of the County housing asset are fully described in the attached "Amended Summary 33433 Report."

CDBG funds are provided to the County on a formula allocation basis through the U.S. Department of Housing and Urban Development. CFDA #14.218

Trust funds in the amount of \$1,432,830 are from the District I allocation of deposits into the Trust. On December 3, 2013, the Board of Supervisors determined that revenue from the Trust should be spent equally among supervisorial districts. At build-out of the development projects contributing revenue to the Trust fund, deposits to the Trust fund will total \$8,448,000. As of November 3, 2017, Trust fund deposits from development fees totaled \$7,648,000, interest earnings totaled \$425,622 and commitments and expenditures totaled \$2,341,475.

BACKGROUND:

The recommended action is the adoption of a resolution by the Board to sell Housing Successor owned property, make a loan to Heritage Point A/G L.P. of Housing Successor and CDBG funds for the development of Heritage Point apartments in North Richmond, and to inform the public of these actions through a document known as the "33433 Summary Report." The development includes the disposition of Housing Successor owned property located on the east side of Fred Jackson Way between Grove Street and Chelsey Avenue in North Richmond, and the construction of 42 multi-family residential units and approximately 900 square feet of commercial/retail space (the "Project").

On February 14, 2017, the Board of Supervisors allocated \$877,200 in Housing Successor funds to CHDC for predevelopment activities in support of the Heritage Point development. The predevelopment loan included a three percent simple interest rate. The predevelopment agreement has been modified five times, and there is \$42,822.61 in accrued interest. Both the funds drawn to date and the remaining funds will be included in the DDLA. At CHDC's request, staff recommends that the accrued interest be forgiven.

On April 1, 2014, the County made a loan of \$48,000 in HOME Investment Partnerships Act (HOME) funds with a three percent annual interest to CHDC to provide technical assistance for the development of the Project. On February 14, 2017, the loan was amended and restated to extend the term and to include the accrued interest to the principal amount for a new loan of \$51,925.24. Because the development did not meet the HOME program timeliness requirements, the loan will be repaid to the County at the close of the construction loan in December 2017. County staff recommends forgiving the approximately \$1,280 of accrued interest.

On May 10, 2016, the County allocated \$1.7 million in CDBG funds and increased the allocation to \$2.9 million on July 18, 2017 for the acquisition and construction of the Project.

On May 9, 2017, the Board of Supervisors adopted Resolution No. 2017/71 approving a Disposition and Development Agreement (DDA) between the County and CHDC for the sale of the six parcels that are the Project site as described above. The Mitigated Negative Declaration for the Project was approved, in compliance with the California Environmental Quality Act, at the time the General Plan Amendment and Development Plan were approved.

The DDA provided for the conveyance of certain real property and the construction of the Project provided

certain conditions are met. The DDA was necessary in May 2017 to provide CHDC with site control prior to the submittal of various funding applications. The DDLA now under consideration includes the land disposition, in addition to the various loan agreements. The DDLA also includes the CDBG funds.

The DDLA provides for terms of the loan of \$3,406,584 in LMIHF (including land for the residential portion of the development) and the CDBG funds. The Grant Agreement provides for the \$1,432,830 of District 1 Livable Communities Trust Funds to CHDC. The close of escrow is expected to occur in December of 2017.

Implementation of the DDLA will provide 42 new residential units, thereby contributing to the community's supply of housing for affordable to very low to moderate-income households. The project allows the County, as Housing Successor, to fulfill its legal obligation for affordable housing production, dispose of housing assets and use funds from the LMIHF. A separate Amended and Restated DDA for the Commercial property is expected to be considered by the Board of Supervisors in January 2018.

Section 33433 of the Health and Safety Code requires the County to hold a public hearing prior to approving the sale of property acquired with former Redevelopment Agency funds. A 33433 Summary Report of the terms of the proposed disposition was approved in May 2017 and an update of the report is attached hereto.

County legal documents for the Housing Successor and CDBG funds include the DDLA, a promissory note, a deed of trust and security agreement, and a regulatory agreement. The loan will have a three percent interest rate and 55 year term, which is typical for CDBG loans. There may be some annual loan payments if the project has surplus cash flow. Otherwise, the loan is deferred for 55 years. The loan documents are attached in their substantially final form and will be executed in a form approved by County Counsel. The County will also be requested to subordinate to the bank loan and may be requested to sign estoppel agreements. Due to the high development costs relative to the Project revenues from the restricted rents, and the senior lender and investor security requirements, the County debt may not be fully secured by the value of the property and improvements. Also attached is the form of the grant agreement for the Communities Livable Trust funds.

In addition to the Housing Successor, CDBG and Trust funds, the County is also the conduit issuer of \$17 million in tax-exempt private activity bonds. The documents for the tax-exempt bonds are included in a separate Board Order on this December 12, 2017 Board agenda.

National Environmental Policy Act (NEPA): CDBG projects are subject to NEPA and 24 CFR Part 58 review. The NEPA review for this project has been completed and mitigations are included in the CDBG loan agreement.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the DDLA will result in the project not closing by funding deadlines.

CLERK'S ADDENDUM

By unanimous vote, the Board accepted additional material into the record. Information was received after the publication of the agenda that required revisions to the Board Order and Resolution. The red-line documents showing the revisions is attached. CLOSED the hearing; ADOPTED Resolution No. 2017/443 as revised today; APPROVED and AUTHORIZED the Director of Conservation and Development Department to execute various legal documents in connection with the loan and grant, including the DDLA, Memorandum of DDLA, Assignment Agreement, Grant Deed, County Regulatory Agreement, and Grant Agreement; FOUND the Adopted Mitigated Negative Declaration is adequate for the DDLA and has been prepared in a manner that is consistent with State and County CEQA guidelines and ADOPT the Mitigated Negative Declaration; and AUTHORIZED staff to file a Notice of Determination with County Clerk and pay the filing fee.

AGENDA ATTACHMENTS

Resolution No. 2017/443

Resolution No. 2017/443

33433 Summary Report

DDLA

Assignment Agreement

Grant Deed

Promissory Note

Deed of Trust

Regulatory Agreement

Grant Agreement

MINUTES ATTACHMENTS

Additional Materials with Changes-Redlined

Signed Resolution No. 2017/443



**CONTRA COSTA COUNTY
DEPARTMENT OF CONSERVATION & DEVELOPMENT
30 Muir Road
Martinez, CA 94553
Telephone: (925) 674-7878**

TO: Members, Board of Supervisors

FROM: Maureen Toms, Deputy Director, and
Kara Douglas, Assistant Deputy Director

DATE: December 12, 2017

SUBJECT: Agenda Item D 4 - Disposition, Development and Loan Agreement Heritage Point

County Code Section 25-2.206 (Better Government Ordinance) requires that *“all such staff material must be distributed to the policy body and be made available to the public 96 hours before the scheduled meeting.”* The code allows the policy body, by a three-fourths vote, to waive these limits, *“when, in its judgment, it is essential to do so, providing that the County Administrator, appropriate Department head, or staff member furnishes to the Board of Supervisors or other body a written explanation as to why the material could not be provided to the Board or other policy and the general public within the above time limits.”*

Item D4 on the December 12, 2017 agenda recommends adoption of Resolution No. 2017/443, which includes the provision of \$3,406,584 in Housing Successor funds to Heritage Point A/G L.P. for the development of 42 units of affordable multi-family housing on Fred Jackson Way in North Richmond (Heritage Point). The purpose of this memo is to provide additional information (attached) and request approval up to an additional \$560,000, and defer the \$66,330 commercial loan, for a total of up to \$3,900,254 in Housing Successor funds. This request is reflected in the revised Board Order, Resolution and 33433 Summary Report.

Attachments

- a) Summary of Funding Gap
- b) Redline Board Order
- c) Redline Resolution

Summary of Funding Gap

Addendum to Board of Supervisors Item D4, December 12, 2017

As described in the December 12, 2017 Board Order, Heritage Point financing includes County Housing Successor, Community Development Block Grant (CDBG), Livable Community Trust funds, private activity bonds (tax-exempt bonds) and low income housing tax credits (tax credits). Over the past several weeks the Heritage Point development team identified several proposals in the federal Tax Cuts and Jobs Act of 2017 (tax reform) that will cause one or more funding gaps in the development budget. The latest of these impacts was just brought to Department of Conservation and Development staff on Thursday, December 7, 2017 after the December 12, 2017 agenda was published.

Funding Gap #1

Elimination of private activity bonds in 2018: The County is the conduit issuer of \$17,000,000 in private activity bonds for this development, which provides tax-exempt construction financing. Typically, construction draws occur over the 18 to 24 month construction period and interest on the construction draws starts accruing as the funds are drawn down. The proposal to eliminate private activity bonds is moving developers to draw down all of their construction financing prior to December 31, 2017. Drawing down all of the funds before construction begins means the interest payments are on the full construction loan amount from the beginning of construction, rather than spread out over time. Even though the drawn funds can be held in an interest-bearing account, Heritage Point will still have a funding gap that is estimated to be up to \$440,000.

Funding Gap #1 will occur and the County loan documents include the \$440,000 to cover that gap. This amount is included in the Board Order, Resolution, 33433 Summary Report and legal documents.

Funding Gap #2

Reduction of the corporate tax rate: The tax-exempt bond financing for Heritage Point is combined with low income housing tax credits (tax credits). Tax credits are sold by a non-profit developer to an investor that provides an equity investment in the development. In 2017, tax credit investors presumed that there would be tax reform and that the corporate tax rate would be set at 25 percent. Tax credit purchase offers were made with that assumption. With a proposed corporate tax rate of 20 percent, most investors are incorporating downward adjusters into their purchase agreements. Meaning, they are putting the risk of lower value tax credits onto the developer. A corporate tax rate anywhere below 25 percent will create a funding gap. Until the final tax reform bill is signed by the President, we do not know the amount of the funding gap. The estimated financing gap due to the downward adjustment for Heritage Point is up to \$350,000.

Funding Gap #2 may be covered by a combination of Housing Successor funds and a contribution from Raymond James, the equity investor. This amount is included in the Board Order, Resolution, and 33433 Summary Report. It does not need to be included in the legal documents until the need and final amount are determined.

Funding Gap #3

Reduction in “Basis Boost”: The tax credit program provides a mechanism to off-set development costs in high cost areas (known as “difficult to develop areas”, or DDAs) by increasing the eligible basis for tax credits by providing a 130 percent “basis boost.” An amendment to the Senate tax reform bill would

decrease the basis boost in DDAs to 125 percent for any project that is not complete and occupied by December 31, 2017. If this amendment stays in the final tax bill, it will cause a funding gap, which is estimated to be up to \$560,000 for Heritage Point.

Funding Gap #3 was not included in any of the documents submitted with the original Board Order. It is included in the revised Board Order, Resolution, and 33433 Summary Report. It does not need to be included in the legal documents until the need and final amount are determined. Staff has identified some potential sources to be available in the event this gap needs to be addressed as well, including additional Housing Successor, CDBG, Neighborhood Stabilization Program or HOME Investment Partnerships Act funds.

Summary

- Funding Gap #1, estimated at up to \$440,000, will happen. This \$440,000 is already reflected in the Board Order, the Resolution and the loan documents.
- Funding Gap #2, estimated at up to \$350,000 may or may not occur. This \$350,000 is already reflected in the Board Order and the Resolution. It will not be reflected in the loan documents until the need and final amount are determined.
- Funding Gap #3, estimated at up to \$560,000, may or may not happen. This \$560,000 is not reflected in the Board Order, the Resolution or the loan documents. This gap could be filled by using additional Housing Successor funds or by using HOME funds from HUD. Staffing is seeking authority to increase the amount of funds made available from the Housing Successor by \$560,000, in the event it is needed.

Cc: D. Twa, County Administrator
S. Anderson, County Counsel



Contra
Costa
County

To: Board of Supervisors

From: John Kopchik, Director, Conservation & Development Department

Date: December 12, 2017

Subject: Disposition, Development and Loan Agreement – Heritage Point Development, North Richmond Area

RECOMMENDATION(S):

1. OPEN public hearing, RECEIVE testimony, and CLOSE public hearing.

2. ADOPT Resolution No. 2017/443 approving and authorizing the Director of Conservation and Development to execute a Disposition Development and Loan Agreement (DDLA) between the County and Heritage Point A/G L.P. (the “Borrower”) for the sale of six parcels of real property in North Richmond fronting the east side of Fred Jackson Way, between Grove Street and Chelsey Avenue, to the Borrower for the development of 42 multi-family residential units and approximately 900 square feet of commercial/retail space, and the loan of up to \$3,900,254 ~~3,406,584~~ in Housing Successor Low Moderate Income Housing Funds (LMIHF) and \$2,900,000 in Community Development Block Grant (CDBG) funds. The resolution also provides approval of a grant agreement in the amount of \$1,432,830 from District 1 Livable Communities Trust (Trust) funds to Community Housing Development Corporation of North Richmond (CHDC).

3. APPROVE and AUTHORIZE the Director of Conservation and Development Department to execute various legal documents in connection with the loan and grant,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

Contact: Maureen Toms (925) 674-7878

cc:

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: December 12, 2017

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

By: , Deputy

|

including the DDLA, Memorandum of DDLA, Assignment Agreement, Grant Deed, County Regulatory Agreement, and Grant Agreement.

4. FIND the Adopted Mitigated Negative Declaration, adopted on March 24, 2015, for Development Plan #14-3026 and Minor Subdivision #14-000007 and May 5, 2015, for General Plan Amendment #13-0004, is adequate for the DDLA and has been prepared in a manner that is consistent with State and County CEQA guidelines and ADOPT the Mitigated Negative Declaration.

5. AUTHORIZE staff to file a Notice of Determination with County Clerk and pay the filing fee.

FISCAL IMPACT:

There is no impact on the County's General Fund. The property is a housing asset under Health and Safety Code section 34176 and was acquired using the former Contra Costa County Redevelopment Agency's Low and Moderate Income Housing Fund (LMIHF).

The total amount to be loaned by the County ~~cost is anticipated to be \$7.37 million, is anticipated to be approximately \$6.87 million. That amount, when combined with - from various sources including the LMIHF, Community Development Block Grant (CDBG), and the Livable Communities Trust Fund (Trust) result in a total proposed County contribution of up to \$8,299,414.~~ The financing and other terms of the proposed disposition of the County housing asset are described in the attached "Amended Summary 33433 Report."

CDBG funds are provided to the County on a formula allocation basis through the U.S. Department of Housing and Urban Development. CFDA #14.218

Trust funds in the amount of \$1,432,830 are from the District I allocation of deposits into the Trust. On December 3, 2013, the Board of Supervisors determined that revenue from the Trust should be spent equally among supervisorial districts. At build-out of the development projects contributing revenue to the Trust fund, deposits to the Trust fund will total \$8,448,000. As of November 3, 2017, Trust fund deposits from development fees totaled \$7,648,000, interest earnings totaled \$425,622 and commitments and expenditures totaled \$2,341,475.

BACKGROUND:

The recommended action is the adoption of a resolution by the Board to sell Housing Successor owned property, make a loan to Heritage Point A/G L.P. of Housing Successor and CDBG funds for the development of Heritage Point apartments in North Richmond, and to inform the public of these actions through a document known as the "33433 Summary Report." The development includes the disposition of Housing Successor owned property located on the east side of Fred Jackson Way between Grove Street and Chelsey Avenue in North Richmond, and the construction of 42 multi-family residential units and approximately 900 square feet of commercial/retail space (the "Project").

On February 14, 2017, the Board of Supervisors allocated \$877,200 in Housing Successor funds to CHDC for predevelopment activities in support of the Heritage Point

development . The predevelopment loan included a three percent simple interest rate. The predevelopment agreement has been modified five times, and there is \$42,822.61 in accrued interest. Both the funds drawn to date and the remaining funds will be included in the DDLA. At CHDC's request, staff recommends that the accrued interest be forgiven.

On April 1, 2014, the County made a loan of \$48,000 in HOME Investment Partnerships Act (HOME) funds with a three percent annual interest to CHDC to provide technical assistance for the development of the Project. On February 14, 2017, the loan was amended and restated to extend the term and to include the accrued interest to the principal amount for a new loan of \$51,925.24. Because the development did not meet the HOME program timeliness requirements, the loan will be repaid to the County at the close of the construction loan in December 2017. County staff recommends forgiving the approximately \$1,280 of accrued interest.

On May 10, 2016, the County allocated \$1.7 million in CDBG funds and increased the allocation to \$2.9 million on July 18, 2017 for the acquisition and construction of the Project.

On May 9, 2017, the Board of Supervisors adopted Resolution No. 2017/71 approving a Disposition and Development Agreement (DDA) between the County and CHDC for the sale of the six parcels that are the Project site as described above. The Mitigated Negative Declaration for the Project was approved, in compliance with the California Environmental Quality Act, at the time the General Plan Amendment and Development Plan were approved.

The DDA provided for the conveyance of certain real property and the construction of the Project provided certain conditions are met. The DDA was necessary in May 2017 to provide CHDC with site control prior to the submittal of various funding applications. The DDLA now under consideration includes the land disposition, in addition to the various loan agreements. The DDLA also includes the CDBG funds.

The DDLA provides for terms of the loan of \$3,406,584 in LMIHF (including land for the residential portion of the development) and the CDBG funds. [If additional funds are made available by the County up to the amounts authorized by this board order, the DDLA will be amended accordingly with any changes approved as to form by County Counsel.](#)

The Grant Agreement provides for the \$1,432,830 of District 1 Livable Communities Trust Funds to CHDC. The close of escrow is expected to occur in December of 2017. Implementation of the DDLA will provide 42 new residential units, thereby contributing to the community's supply of housing for affordable to very low to moderate-income households. The project allows the County, as Housing Successor, to fulfill its legal obligation for affordable housing production, dispose of housing assets and use funds from the LMIHF. A separate Amended and Restated DDA for the Commercial property is expected to be considered by the Board of Supervisors in January 2018. [The](#)

Summary Report includes this loan amount of \$66,330 as part of the land cost.

Section 33433 of the Health and Safety Code requires the County to hold a public hearing prior to approving the sale of property acquired with former Redevelopment Agency funds. A 33433 Summary Report of the terms of the proposed disposition was approved in May 2017 and an update to the report is attached hereto. A corrected version of the 33433 Summary Report will be filed with the Clerk of the Board when all the financing details are known. A change in the financing amount will not change the findings made in the 33433 Summary Report.

County legal documents for the Housing Successor and CDBG funds include the DDLA, a promissory note, a deed of trust and security agreement, and a regulatory agreement. The loan will have a three percent interest rate and 55 year term, which is typical for CDBG loans. There may be some annual loan payments if the project has surplus cash flow. Otherwise, the loan is deferred for 55 years. The loan documents are attached in their substantially final form and will be executed in a form approved by County Counsel. The County will also be requested to subordinate to the bank loan and may be requested to sign estoppel agreements. Due to the high development costs relative to the Project revenues from the restricted rents, and the senior lender and investor security requirements, the County debt may not be fully secured by the value of the property and improvements. Also attached is the form of the grant agreement for the Communities Livable Trust funds.

In addition to the Housing Successor, CDBG and Trust funds, the County is also the conduit issuer of \$17 million in tax-exempt private activity bonds. The documents for the tax-exempt bonds are included in a separate Board Order on this December 12, 2017 Board agenda.

National Environmental Policy Act (NEPA): CDBG projects are subject to NEPA and 24 CFR Part 58 review. The NEPA review for this project has been completed and mitigations are included in the CDBG loan agreement.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the DDLA will result in the project not closing by funding deadlines.

ATTACHMENTS

Resolution No. 2017/443

33433 Summary Report

DDLA

Assignment Agreement

Grant Deed

Promissory Note

Deed of Trust

Regulatory Agreement

Grant Agreement

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: ☐
NO: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2017/443

IN THE MATTER OF authorizing execution of a Disposition Development and Loan Agreement by and between the County of Contra Costa and Heritage Point A/G, L.P., a California limited partnership (the "Partnership"), and making findings and approvals pursuant to the California Community Redevelopment Law, for the sale of property to the Partnership and the development of the Heritage Point Development, with 42 affordable multi-family residential units in the North Richmond Area.

The Board of Supervisors (the "Board") of the County of Contra Costa (the "County") adopted the North Richmond Redevelopment Plan North Richmond Redevelopment Project Area by Ordinance No. 87-50, adopted on July 14, 1987, as amended by Ordinance No. 94-63, adopted on December 6, 1994, as amended by Ordinance No. 99-06, adopted on February 23, 1999, as amended by Ordinance No. 99-31, adopted on June 8, 1999, as further amended by Ordinance No. 2006-35, adopted on July 18, 2006, and as further amended by Ordinance No. 2007-25, adopted on June 5, 2007, which sets forth a plan for redevelopment of the North Richmond Redevelopment Project Area. The County has succeeded to the housing assets of the former Contra Costa County Redevelopment Agency (the "Former Agency") in accordance with Health and Safety Code Section 34176. In its capacity as housing successor, the County owns six parcels of real property, fronting the east side of Fred Jackson Way, between Grove Street and Chesley Avenue, in North Richmond (the "Site"). The Site has been identified as a "housing asset" pursuant to Health and Safety Code Section 34176. The Oversight Board of the Contra Costa County Successor Agency and the California Department of Finance have approved such identification. The Former Agency acquired the Site using the Former Agency's low and moderate housing fund, which was established pursuant to Health and Safety Code Section 33334.2.

On May 9, 2017, the County and Community Housing Development Corporation of North Richmond ("CHDC") entered into a Disposition and Development Agreement (the "Original DDA") governing the transfer and redevelopment of the Site through the construction of forty-two (42) multifamily rental apartment units affordable to low and moderate income persons and limited commercial space on the Site. Under the Original DDA, the County would sell the Site to CHDC for a purchase price of Five Hundred Thirty Thousand Six Hundred Fifty-Five Dollars (\$530,655) or such price as is determined to be the fair market value of the Property established by an analysis of sales of comparable properties (the "Purchase Price"), which would be paid at the time of transfer.

The County intends to subdivide the Site to facilitate the construction of the forty-two (42) multifamily rental apartment units affordable to low and moderate income persons (the "Housing Improvements") on one portion of the Site (the "Housing Parcel"), and the construction of the commercial improvements (the "Commercial Improvements") on the other portion of the Site (the "Commercial Parcel").

CHDC has formed the Partnership in which a CHDC affiliate is the general partner to facilitate the construction of the Housing Improvements on the Housing Parcel.

The County has established a Low and Moderate Income Housing Asset Fund (the "Housing Fund") pursuant to Health and Safety Code Sections 34176. The Partnership intends to finance the cost of the Housing Improvements with public and private sources, as more particularly described in Section V of the Section 33433 Summary Report (defined below).

The County and the Partnership now propose to enter into a Disposition Development and Loan Agreement (the "DDLA") governing the transfer and redevelopment of the Housing Parcel, as described in the DDLA, as well as the terms of the loan of Housing Funds held by the Housing Successor Low Moderate Income Housing Funds ("LMIHF"), and Community Development Block Grant (CDBG) funds (collectively, the

“County Loan”). The DDLA proposed for consideration supersedes the Original DDA with respect to the construction of the Housing Improvements, and reflects the affiliated entity purchase, and the County financing of the Housing Improvements. The \$530,655 sales price referenced in the Original DDA has been modified to segregate the price for the Residential Parcel (\$464,325) and Commercial Parcel (\$66,330). A Disposition and Development Agreement for the transfer of the Commercial Parcel between the County and CHDC or a wholly owned affiliate of CHDC will be considered by the Board at a later date. The County Loan will serve the purpose of Health and Safety Code Section 33334.2, providing a benefit to the Project Area, by assisting in the development of affordable housing for persons living and/or working in the Project Area, and serve major goals and objectives of the Redevelopment Plan by improving and increasing the supply of housing available at affordable housing cost in the community, thereby decreasing the market pressure on the supply of affordable housing in the community and the Project Area.

The DDLA provides for terms of the loan of \$2,990,254 in LMIHF (including land for the residential portion of the development) and \$2,900,000 in CDBG funds. [It may be necessary to increase the loan from LMIHF by up to \\$910,000 \(\\$350,000 + 560,000\) to cover a short-fall in funding.](#) The 2014 loan of \$48,000 in HOME Investment Partnerships Act (HOME) funds with a three percent annual interest to CHDC, now \$51,925.24 will be repaid at closing. The County and CHDC also intend to enter into a grant agreement for \$1,432,830 of District 1 Livable Communities Trust Funds (the “Livable Communities Grant Agreement”) which will provide additional financial assistance for the construction of the Housing Improvements.

The County desires to execute the Livable Communities Grant Agreement and DDLA substantially in the form on file with the Clerk of the Board. [Any changes will be approved as to form by legal counsel.](#) The DDLA: (i) conveys the Housing Parcel to the Partnership, for \$464,325; (ii) requires execution of a promissory note and deed of trust to secure payment of the County Loan by the Partnership; (iii) requires execution by the Partnership of a regulatory agreement and declaration of affordability covenants and notice of affordability covenants governing the long term affordability and management of the Housing Improvements (iv) addresses other matters related to the disposition of the Housing Parcel; and (v) governs the terms of the County Loan to the Partnership.

The County has placed on file a copy of the DDLA and the summary report called for in Health and Safety Code Section 33433 (the “33433 Summary Report”), and has made the DDLA and the 33433 Summary Report available for public inspection and copying pursuant to Health and Safety Code Section 33433. [A corrected version of the 33433 Summary Report will be filed with the Clerk of the Board when all the financing details are known. A change in the financing amount will not change the findings in the 33433 Summary Report.](#)

The County desires to approve the 33433 Summary Report, [in its current form.](#) which indicates that the cost of the development of the Site and the Housing Improvements to the County is \$10,179,313, with a net cost of \$7,179,313 after the deduction of the net present value of loan repayments.

The Board has conducted a duly noticed public hearing on the DDLA and 33433 Summary Report pursuant to Health and Safety Code Section 33433, for the purpose of receiving the input and comments of the public on the DDLA and the 33433 Summary Report.

The Mitigated Negative Declaration previously prepared by the County to serve as the environmental documentation under the California Environmental Quality Act for the Development Plan #14-3026 and Minor Subdivision # 14-00007 and May 5, 2015, for General Plan Amendment # 13-0004 and continues to serve as the environmental documentation for purposes of compliance with the California Environmental Quality Act for consideration of the DDLA.

By the board order accompanying this Resolution which is incorporated into this Resolution by this reference, the County has been provided with additional information upon which the findings and actions set forth in this Resolution are based.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors finds that the above recitals are true and correct and have served, together with the 33433 Summary Report and the board order as the basis for the findings and approvals set forth below.

BE IT FURTHER RESOLVED, pursuant to Health and Safety Code Section 33433, the Board of Supervisors hereby finds that the consideration to be given by the Partnership under the DDLA is not less than the fair market value of the Housing Parcel. This finding is based on the facts and analysis set forth in the Staff Report and the Section 33433 Summary accompanying this Resolution.

BE IT FURTHER RESOLVED, pursuant to Health and Safety Code Section 33433, the Board of Supervisors hereby finds that

the conveyance of the Housing Parcel pursuant to the DDLA will assist in the elimination of blight in the Project Area, will provide housing for low- and moderate-income persons, and is consistent with the implementation plan adopted pursuant to Section 33490 of the Redevelopment Law. These findings are based on the facts and analysis set forth in the Section 33433 Summary Report and the board order accompanying this Resolution, which may be briefly synopsisized as follows: the sale of the Housing Parcel to the Partnership and construction of the Housing Improvements pursuant to the DDLA will provide 42 units of needed affordable housing to the community and eliminate the blighted conditions of the Site as the Site is currently vacant. Construction of the Housing Improvements will create attractive, quality and affordable housing designed to complement the surrounding developed area.

BE IT FURTHER RESOLVED, additional loan amount of up to \$910,000, is authorized and revised loan documents shall be prepared and executed if the additional funds are needed.

BE IT FURTHER RESOLVED, pursuant to Health and Safety Code Section 33433, the Board of Supervisors hereby approves the DDLA and the 33433 Summary Report, in substantially the form on file with the Clerk of the Board, and all ancillary documents including the Livable Communities Grant Agreement;

BE IT FURTHER RESOLVED that the Board of Supervisors approves execution by the Director, Department of Conservation and Development of the DDLA and all ancillary documents including the Livable Communities Grant Agreement, in substantially the form on file with the Clerk of the Board of Supervisors, with such changes as are approved by the County signatory (such approval to be conclusively evidenced by the execution of the DDLA and ancillary documents including the Livable Communities Grant Agreement); and approves the sale of the Housing Parcel as contemplated in the provisions of the DDLA.

BE IT FURTHER RESOLVED that the Board of Supervisors designates the Clerk of the Board and the Director of the Department of Conservation and Development as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Department of Conservation and Development at 30 Muir Road, Martinez, CA 94553.

BE IT FURTHER RESOLVED that this Resolution shall take immediate effect from and after its passage.

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: Maureen Toms (925) 674-7878

ATTESTED: December 12, 2017

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

By: , Deputy

cc:

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: ☒ 5
John Gioia
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2017/443

IN THE MATTER OF authorizing execution of a Disposition Development and Loan Agreement by and between the County of Contra Costa and Heritage Point A/G, L.P., a California limited partnership (the "Partnership"), and making findings and approvals pursuant to the California Community Redevelopment Law, for the sale of property to the Partnership and the development of the Heritage Point Development, with 42 affordable multi-family residential units in the North Richmond Area.

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The County intends to subdivide the Site to facilitate the construction of the forty-two (42) multifamily rental apartment units affordable to low and moderate income persons (the "Housing Improvements") on one portion of the Site (the "Housing Parcel"), and the construction of the commercial improvements (the "Commercial Improvements") on the other portion of the Site (the "Commercial Parcel").

CHDC has formed the Partnership in which a CHDC affiliate is the general partner to facilitate the construction of the Housing Improvements on the Housing Parcel.

The County has established a Low and Moderate Income Housing Asset Fund (the "Housing Fund") pursuant to Health and Safety Code Sections 34176. The Partnership intends to finance the cost of the Housing Improvements with public and private sources, as more particularly described in Section V of the Section 33433 Summary Report (defined below).

The County and the Partnership now propose to enter into a Disposition Development and Loan Agreement (the "DDLA") governing the transfer and redevelopment of the Housing Parcel, as described in the DDLA, as well as the terms of the loan of Housing Successor Low Moderate Income Housing Funds ("LMIHF"), and Community Development Block Grant (CDBG) funds (collectively, the

"County Loan"). The DDLA proposed for consideration supersedes the Original DDA with respect to the construction of the Housing Improvements, and reflects the affiliated entity purchase, and the County financing of the Housing Improvements. The \$530,655 sales price referenced in the Original DDA has been modified to segregate the price for the Residential Parcel (\$464,325) and Commercial Parcel (\$66,330). A Disposition and Development Agreement for the transfer of the Commercial Parcel between the County and CHDC or a wholly owned affiliate of CHDC will be considered by the Board at a later date. The County Loan will serve the purpose of Health and Safety Code Section 33334.2, providing a benefit to the Project Area, by assisting in the development of affordable housing for persons living and/or working in the Project Area, and serve major goals and objectives of the Redevelopment Plan by improving and increasing the supply of housing available at affordable housing cost in the community, thereby decreasing the market pressure on the supply of affordable housing in the community and the Project Area.

The DDLA provides for terms of the loan of \$2,990,254 in LMIHF (including land for the residential portion of the development) and \$2,900,000 in CDBG funds. It may be necessary to increase the loan from LMIHF by up to \$910,000 (\$350,000 + 560,000) to cover a short-fall in funding. The 2014 loan of \$48,000 in HOME Investment Partnerships Act (HOME) funds with a three percent annual interest to CHDC, now \$51,925.24 will be repaid at closing. The County and CHDC also intend to enter into a grant agreement for \$1,432,830 of District 1 Livable Communities Trust Funds (the "Livable Communities Grant Agreement") which will provide additional financial assistance for the construction of the Housing Improvements.

The County desires to execute the Livable Communities Grant Agreement and DDLA substantially in the form on file with the Clerk of the Board. Any changes will be approved as to form by legal counsel. The DDLA: (i) conveys the Housing Parcel to the Partnership, for \$464,325; (ii) requires execution of a promissory note and deed of trust to secure payment of the County Loan by the Partnership; (iii) requires execution by the Partnership of a regulatory agreement and declaration of affordability covenants and notice of affordability covenants governing the long term affordability and management of the Housing Improvements (iv) addresses other matters related to the disposition of the Housing Parcel; and (v) governs the terms of the County Loan to the Partnership.

The County has placed on file a copy of the DDLA and the summary report called for in Health and Safety Code Section 33433 (the "33433 Summary Report"), and has made the DDLA and the 33433 Summary Report available for public inspection and copying pursuant to Health and Safety Code Section 33433. A corrected version of the 33433 Summary Report will be filed with the Clerk of the Board when all the financing details are known. A change in the financing amount will not change the findings in the 33433 Summary Report.

The County desires to approve the 33433 Summary Report, in its current form, which indicates that the cost of the development of the Site and the Housing Improvements to the County is \$10,179,313, with a net cost of \$7,179,313 after the deduction of the net present value of loan repayments.

The Board has conducted a duly noticed public hearing on the DDLA and 33433 Summary Report pursuant to Health and Safety Code Section 33433, for the purpose of receiving the input and comments of the public on the DDLA and the 33433 Summary Report.

The Mitigated Negative Declaration previously prepared by the County to serve as the environmental documentation under the California Environmental Quality Act for the Development Plan #14-3026 and Minor Subdivision # 14-00007 and May 5, 2015, for General Plan Amendment # 13-0004 and continues to serve as the environmental documentation for purposes of compliance with the California Environmental Quality Act for consideration of the DDLA.

By the board order accompanying this Resolution which is incorporated into this Resolution by this reference, the County has been provided with additional information upon which the findings and actions set forth in this Resolution are based.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors finds that the above recitals are true and correct and have served, together with the 33433 Summary Report and the board order as the basis for the findings and approvals set forth below.

BE IT FURTHER RESOLVED, pursuant to Health and Safety Code Section 33433, the Board of Supervisors hereby finds that the consideration to be given by the Partnership under the DDLA is not less than the fair market value of the Housing Parcel. This finding is based on the facts and analysis set forth in the Staff Report and the Section 33433 Summary accompanying this Resolution.

BE IT FURTHER RESOLVED, pursuant to Health and Safety Code Section 33433, the Board of Supervisors hereby finds that

the conveyance of the Housing Parcel pursuant to the DDLA will assist in the elimination of blight in the Project Area, will provide housing for low- and moderate-income persons, and is consistent with the implementation plan adopted pursuant to Section 33490 of the Redevelopment Law. These findings are based on the facts and analysis set forth in the Section 33433 Summary Report and the board order accompanying this Resolution, which may be briefly synopsized as follows: the sale of the Housing Parcel to the Partnership and construction of the Housing Improvements pursuant to the DDLA will provide 42 units of needed affordable housing to the community and eliminate the blighted conditions of the Site as the Site is currently vacant. Construction of the Housing Improvements will create attractive, quality and affordable housing designed to complement the surrounding developed area.

BE IT FURTHER RESOLVED, additional loan amount of up to \$910,000, is authorized and revised loan documents shall be prepared and executed if the additional funds are needed.

BE IT FURTHER RESOLVED, pursuant to Health and Safety Code Section 33433, the Board of Supervisors hereby approves the DDLA and the 33433 Summary Report, in substantially the form on file with the Clerk of the Board, and all ancillary documents including the Livable Communities Grant Agreement;

BE IT FURTHER RESOLVED that the Board of Supervisors approves execution by the Director, Department of Conservation and Development of the DDLA and all ancillary documents including the Livable Communities Grant Agreement, in substantially the form on file with the Clerk of the Board of Supervisors, with such changes as are approved by the County signatory (such approval to be conclusively evidenced by the execution of the DDLA and ancillary documents including the Livable Communities Grant Agreement); and approves the sale of the Housing Parcel as contemplated in the provisions of the DDLA.

BE IT FURTHER RESOLVED that the Board of Supervisors designates the Clerk of the Board and the Director of the Department of Conservation and Development as the custodian of the documents and other material which constitute the record of proceedings upon which the decision herein is based. These documents may be found at the office of the Department of Conservation and Development at 30 Muir Road, Martinez, CA 94553.

BE IT FURTHER RESOLVED that this Resolution shall take immediate effect from and after its passage.

Contact: Maureen Toms (925) 674-7878

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: December 12, 2017

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

By: *Stephanie Mello*
Stephanie Mello, Deputy



cc:

**FIRST AMENDED AND RESTATED SUMMARY REPORT PURSUANT TO
HEALTH AND SAFETY CODE SECTION 33433 ON THE DISPOSITION,
DEVELOPMENT, AND LOAN AGREEMENT
BY AND BETWEEN THE COUNTY OF CONTRA COSTA AND
AN AFFILIATE OF COMMUNITY HOUSING DEVELOPMENT
CORPORATION OF NORTH RICHMOND**

I. Introduction.

On May 8, 2017 the County of Contra Costa (the "County"), acting in its capacity as housing successor to the dissolved Contra Costa County Redevelopment Agency under Health and Safety Code Section 34176, approved a summary report (the "Original Summary Report") as required by Section 33433 of the Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code of the State of California (the "Law")), with regards to the County's execution of a Disposition and Development Agreement ("Original DDA") by and between the County and Community Housing Development Corporation of North Richmond ("CHDC") for the sale of specified parcels of real property (the "Site") to CHDC and the development of the Heritage Point Development, with 42 affordable multi-family units (the "Development") and 9,000 square feet of commercial and retail improvements (the "Commercial Improvements"), in a unified development in the North Richmond Project Area in the unincorporated County. The County intends to subdivide the Site to facilitate the construction of the Development on a portion of the Site (the "Property") and the Commercial Improvements on the remainder of the Site.

This First Amended and Restated Summary (the "Amended and Restated Summary") amends and restates the Original Summary Report for the consideration of a Disposition, Development, and Loan Agreement (the "DDLA") by and between the County and Heritage Point A/G, L.P., (the "Developer"), a California limited partnership in which a CHDC affiliate is the general partner. The DDLA proposed for consideration supersedes the Original DDA with respect to the construction of the Development, and to reflect the affiliated entity purchase, and the County financing of the Development. The County intends to enter into in a subsequent disposition and development agreement with CHDC (or a wholly owned affiliate) which will amend and restate the Original DDA with respect to the construction of the adjacent Commercial Improvements (the "Amended and Restated DDA").

The purpose of this Amended and Restated Summary is to reflect the changes which have occurred since the Original Summary Report was issued. The major changes are as follows:

- a. The County will enter into the DDLA with the Developer and will convey the Property to the Developer.
- b. The County will provide a total of up to \$7,791,339 in assistance to the Developer

to complete the construction of the Development.

- c. The County will subsequently negotiate and execute the Amended and Restated DDA with CHDC (or a wholly owned affiliate) for the Commercial Improvements. The County will provide an update to this Amended and Restated Summary if necessary at such time.

Section 33433, requires that if the County, in its capacity as housing successor, desires to sell or lease property to which it holds title and the property was acquired in whole or in part with property tax increment funds, the County must first secure approval of the proposed sale from the Board of Supervisors after a public hearing. A copy of the proposed DDLA and a summary report that describes and contains specific financing elements of the proposed transaction is required to be available for public inspection prior to the public hearing. As contained in the Code, the following information is included in the summary report:

- The cost of the DDLA to the County, including land acquisition costs, clearance costs, relocation costs, and the costs of any improvements to be provided by the County;
- The estimated value of the interest to be conveyed, determined at the highest and best use permitted under the North Richmond Project Area's Redevelopment Plan;
- The estimated value of the interest to be conveyed in accordance with the uses, conditions and covenants, and development costs required under the proposed DDLA, i.e., the fair reuse value of the Property;
- An explanation of why the sale of the property will assist in the elimination of blight; and if the sale price is less than the fair market value of the interest to be conveyed, determined at the highest and best use consistent with the redevelopment plan, then the County must provide as part of the summary an explanation of the reasons for the difference.

II. Summary of Proposed Agreement.

The affordable housing units in the proposed Development described in the DDLA are proposed to be rent-restricted with units affordable to households earning 30%, 45% and 50% of area median income.

The former Redevelopment Agency selected CHDC to construct the Development. CHDC formed the Developer to facilitate the construction of the Development and to qualify for certain financing. The salient aspects of the proposed DDLA are summarized as follows:

- The County will convey the Property to the Developer in fee on an "as-is" basis.

- In order to render the Development financially feasible, the County will contribute a subsidy to the Development. The County's sources of subsidy are itemized in Section V of this report.
- The Developer will construct forty-two (42) multi-family residential units comprising of a minimum of five (5) units affordable to households earning up to 30% of Area Median Income, thirty six (36) units affordable to households earning up to 45% and 50% of Area Median Income, and one manager's unit.
- The Development will be restricted to Extremely Low and Very Low Income households for an initial term of 57 years (including a two year construction time frame). A regulatory agreement will be recorded at the time the Property is conveyed to the Developer.
- Prior to the Close of Escrow, the Developer must have either sufficient funds on hand or loan commitments to fund the construction of the Development.

III. Cost of Agreement

This section presents the total estimated cost to the County of the DDLA and the estimated costs to the County of the Amended and Restated DDA known at this time. The County will provide an update to this Amended and Restated Summary if necessary. Pursuant to California Health and Safety Code Section 33433 (a)(2)(B)(i), the cost to the County includes all land acquisition costs, clearance costs, relocation costs, the cost of any improvements to be provided by the County, plus the interest on any loans or bonds to finance the Development under the terms of the DDLA. The net cost can be either an actual cost, when expenditures exceed receipts, or a net gain, when revenues created by implementation of the DDLA exceed expenditures.

A. *Estimated Cost*

The estimated total cost to the County is approximately \$9.83 million. The County acquired the Site from the former redevelopment agency through Health and Safety Code Section 34176. As such, no funds from the County's Low and Moderate Income Housing Asset Fund (established pursuant to Health and Safety Code Section 34176(d)) were used to acquire the Site.

County Costs	Total
Site Acquisition Cost (original purchase price) ¹	\$2,811,500
Holding costs (Property taxes)	\$13,836
Real Estate Staff costs	\$20,410
Clearance and Relocation Costs	\$42,693
Direct Predevelopment costs	\$30,190

¹ The original purchase price for the Site included the value of improvements that were subsequently demolished. The current value of the Site is estimated at \$530,655 (see Section IV).

County CDGB subsidy	\$2,900,000
County HOME subsidy	\$51,925
County Housing Funds subsidy	\$1,790,000
County Housing Bonds subsidy	\$954,229
County Tax Increment subsidy	\$131,700
County Livable Communities subsidy	<u>\$1,432,830</u>
Total	\$10,179,313

B. Estimated Revenues

A portion of the County's subsidy to the Development will be structured in the form of a loan to be repaid through residual operating cash flow generated by the Development to the extent available and will accrue interest at approximately 3%/year. It is estimated that over the course of the loan term, the County may receive on the order of \$3 million in loan repayments, expressed on a net present value basis.

It is anticipated that the Development will be exempt from property taxation.

C. Net Cost

The County's estimated costs are approximately \$10.18 million. Thus, the County will have a net cost of approximately \$7.18 million (\$10.18 million gross cost less \$3 million in net present value loan payments).

IV. Estimated Highest and Best Use Value

This section presents an analysis of the fair market value of the Site at its highest and best use.

The highest and best use of a property is that use that generates the highest property value and is physically possible, financially feasible, and legally permitted. The value at highest and best use is based solely on the value created and not on whether or not that use carries out the redevelopment goals and policies for the County as set forth in the DDLA and Amended and Restated DDA. The fair market value of the Site at its highest and best use has been estimated by a local real estate broker at \$530,655, or \$15 per square foot for the 35,377 square foot site. The broker's opinion was based on comparable land sales in the local market within the past nine months.

V. Estimated Fair Re-Use Value

This section summarizes the fair reuse value of the interests to be conveyed by the County and the consideration being provided to the County. This section explains the principal conditions and covenants that must meet under the DDLA and Amended and Restated DDA in order to comply with the Redevelopment Plan (the "Plan") and indicates that the consideration being provided is not less than the reuse value. The

DDLA contains (and the Amended and Restated DDA will contain) specific covenants and conditions designed to ensure that the conveyance of the Site will be carried out in a manner to achieve the County's objectives, standards, and criteria under the Plan. Based on a financial feasibility analysis of the proposed development of the Site, the County concludes that the fair reuse value of the Site is *negative* \$7.44million. In other words, the development of the Site as proposed would not be financially feasible without a County subsidy of \$7.44 million.

Reuse value is defined as the highest price in terms of cash or its equivalent that a property or development right is expected to bring for a specified use in a competitive open market, subject to the covenants, conditions, and restrictions imposed by agreement between the County and the developer.

The development costs for the Site are estimated to be approximately \$26.8 million. Total development costs consist of: (1) land acquisition costs; (2) direct construction costs; (3) indirect soft costs (engineering, architecture, permits and fees, legal and accounting, taxes and insurance, developer fee, marketing, contingency); and (4) financing costs.

Development Costs	Total
Land Acquisition Costs Residential	\$464,325
Land Acquisition Costs - Commercial	\$66,330
Direct Construction Costs	\$17,342,143
Indirect & Financing Costs	<u>\$ 9,346,181</u>
Total	\$27,218,979

Anticipated sources of funds for the development of the Site consist of a combination of permanent debt, tax credit equity, developer contributions, and County subsidies:

Sources of Funds	Amount
Permanent Loan (Tranche A)	\$1,909,000
Permanent Loan (Tranche B)	\$5,557,000
Tax Credit Equity	\$9,778,786
Deferred Developer Fee	\$1,199,345
GP Equity/Sponsor Loan	\$983,509
County CDBG	\$2,900,000
County HOME	\$51,925
County Housing Fund	\$1,790,000
County Housing Bonds	\$954,229
County Tax Increment	\$131,700
County Livable Communities Fund	\$1,432,830
County Land Contribution (current value)	<u>\$530,655</u>
Total Project Sources	\$27,218,979

Based on the area median income figures for Contra Costa County as determined by the State of California Department of Housing and Community Development, the total subsidy, or feasibility gap, of the development of the Site can be allocated among the units in the Development as follows:

Income Level	Development Cost	Subsidy/Gap
Extremely Low	\$2,353,072	\$738,165
Very Low	\$24,244,730	\$6,704,627
Manager's Unit	<u>\$621,177</u>	<u>\$348,547</u>
Total	\$27,218,979	\$7,791,339

VI. Compensation which the Developer will be required to Pay

The County's loans to the Developer under the DDLA will be repaid from a share of residual receipts generated by the Development. The compensation to be received by the County under the terms of the DDLA is estimated to be approximately \$3 million in loan repayments, expressed on a net present value basis.

VII. Explanation of the Difference (if any) between the Compensation to be paid to the County and the Fair Market Value of the Site

Under Section 33433, if the compensation received for the Site is less than the fair market value of the interest to be conveyed, determined at the highest and best use consistent with the Plan, then the County must provide as part of this Amended and Restated Summary Report an explanation of the reasons for the difference.

The County is providing subsidies totaling approximately \$7.91 million, including the value of the Site, in order to render the development of the Site financially feasible. The net present value of future payments the County will receive is estimated at approximately \$3 million. The primary reason the County is not expected to receive full repayment for its financial contribution is that the Development's rents will be restricted for Extremely Low and Very Low Income households for a term of 55 years, and thus the net operating income generated by the Development will be insufficient to support full repayment of the County subsidies.

VIII. Effect on Blight Elimination

The proposed development of the Site, when completed, will assist in the elimination of blight in the North Richmond Project Area in the following ways:

- The Development will provide 42 units of affordable multi-family units restricted to Extremely Low and Very Low Income households for a term of 55 years; thereby increasing, improving, or preserving the supply of quality affordable housing in the community.
- The Commercial Improvements will provide needed retail services to the community and the Development.
- The assembly of the parcels that comprise the Site, some of which are of an irregular shape and inadequate size and in multiple ownership such that development has been hindered for many years, will achieve a result that could not be achieved by the private sector acting alone.
- The development of the Site will be a positive counter to the prevalence of depreciated values and impaired investments in the surrounding area.
- The development of the Site will bring new infrastructure, commercial investment and new high quality residential development to an area that currently experiences significant manifestations of blight in the forms of substandard housing, inadequate infrastructure and commercial enterprises, inappropriate land uses, high criminal activity, lower incomes and high unemployment.
- The Development of the Site will contribute to the revitalization of the North Richmond Project Area.

DISPOSITION, DEVELOPMENT, AND LOAN AGREEMENT
Heritage Point Apartments

This Disposition, Development, and Loan Agreement (the "Agreement") is dated December 1, 2017, and is between the County of Contra Costa, a political subdivision of the State of California (the "County") and Heritage Point A/G, 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. The County has succeeded to the housing assets of the former Contra Costa County Redevelopment Agency (the "Former Agency") in accordance with California Health and Safety Code Section 34176. In its capacity as housing successor, the County owns six parcels of real property, fronting the east side of Fred Jackson Way, between Grove Street and Chesley Avenue, in North Richmond, commonly referred to as the Heritage Point Unified Development Area (and formerly known as the Grove Point Unified Development Area) (the "Site"). The Site is located within the North Richmond Redevelopment Project Area (the "Project Area").

C. The Site has been identified as a "housing asset" pursuant to California Health and Safety Code Section 34176. The Oversight Board of the Contra Costa County Successor Agency and the California Department of Finance have approved such identification. The Former Agency acquired the Site using the Former Agency's low and moderate housing fund, which was established pursuant to California Health and Safety Code Section 33334.2.

D. The County has subdivided the Site into a "Commercial Parcel" and a "Residential Parcel" through a metes and bounds division. The "Residential Parcel" is more particularly described in Exhibit A attached to and incorporated into this Agreement (the "Property").

E. Pursuant to a Disposition and Development Agreement dated as of May 9, 2017 by and between Community Housing Development Corporation of North Richmond, a California nonprofit public benefit corporation ("CHDC") and the County (the "Initial DDA"), the County agreed to sell the Site to CHDC for the development of affordable housing and related residential and commercial improvements as a unified development.

F. The purpose of this Agreement is to facilitate the development of affordable housing on the Property. As contemplated by the Initial DDA, CHDC has formed Borrower in order to qualify for certain financing for the development of affordable housing on the Property.

G. Subsequent to entering into this Agreement with Borrower, the County and CHDC will enter into an Amended and Restated Disposition and Development Agreement which will replace the Initial DDA and which addresses the development of the "Commercial Parcel".

H. The County has determined that Borrower has the necessary expertise, skill and ability to carry out the commitments set forth in this Agreement and that this Agreement is in the best interests, and will materially contribute to the implementation of, the County's affordable housing goals.

I. The Board of Supervisors of the County has conducted a duly noticed public hearing on this Agreement pursuant to Health and Safety Code Section 33433. The County intends to convey the Property in its capacity as housing successor and as permitted under Health and Safety Code Section 33433.

J. Borrower intends to construct forty-two (42) housing units on the Property for rental to extremely low and very low income households, including one (1) manager's unit (the "Development"). The Development, as well as all landscaping, roads and parking spaces on the Property and any additional improvements on the Property, are the "Improvements".

K. Borrower's construction and operation of the Development is not financially feasible without financial assistance from the County.

L. The County has received funds from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended ("CDBG Funds"). The CDBG Funds must be used by the County in accordance with 24 C.F.R. Part 570.

M. The County and Borrower are parties to a CDBG Project Agreement HSG-17-50 dated December 1, 2017 (the "CDBG Project Agreement"), pursuant to which the County agreed to lend Two Million Nine Hundred Thousand Dollars (\$2,900,000) of CDBG Funds (the "CDBG Loan") to Borrower to assist in the acquisition of the Property and development of the Development.

N. The County, as housing successor to the Former Agency, has Low and Moderate Income Housing Asset Funds (the "Affordable Housing Funds") which must be used in compliance with the Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.) as amended by California Health and Safety Code Section 34176.1 (the "Community Redevelopment Law").

O. The County previously loaned CHDC Eight Hundred Seventy-Seven Thousand Two Hundred Dollars (\$877,200) of Affordable Housing Funds to assist in predevelopment costs for the development of the Site (the "Predevelopment Loan"). Pursuant to an Assignment and Assumption Agreement dated December 1, 2017, by and among CHDC, Borrower, and the County (the "Assignment Agreement"), CHDC assigned all its rights to the Predevelopment Loan to Borrower and Borrower assumed the Predevelopment Loan, as consented to by the County.

P. Borrower desires to borrow from the County additional Affordable Housing Funds in the amount of Two Million One Hundred Thirteen Thousand Fifty-Four Dollars (\$2,113,054), which when combined with the Predevelopment Loan results in a principal balance of Two Million Nine Hundred Ninety Thousand Two Hundred Fifty-Four Dollars (\$2,990,254) (the "Affordable Housing Funds Loan").

Q. In furtherance of the CDBG Project Agreement and this Agreement the County is providing Borrower a loan in the amount of Five Million Eight Hundred Ninety Thousand Two Hundred Fifty-Four Dollars (\$5,890,254) (the "Loan"), comprised of the CDBG Loan and the Affordable Housing Funds Loan.

R. The Loan is evidenced by this Agreement, the Memorandum of DDLA, the Note, the Regulatory Agreement, the Grant Deed, and the Notice of Affordability Restrictions, and is secured by the Deed of Trust.

S. The Mitigated Negative Declaration reviewed and approved by the County Board of Supervisors on May 05, 2015, has served as the environmental documentation pursuant to the California Environmental Quality Act (Public Resource Code 21000 et seq.), and its implementing regulations ("CEQA") for the activities proposed to be undertaken under this Agreement.

T. 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 4.10 below.
- (b) "Affordable Housing Funds" has the meaning set forth in Paragraph N of the Recitals.
- (c) "Affordable Housing Funds Loan" has the meaning set forth in Paragraph P of the Recitals.
- (d) "Agreement" means this Disposition, Development, and Loan Agreement.
- (e) "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 Government Lender with respect to the Government Lender Note;

(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 5.1(a);

(xv) cash deposited into the Operating Reserve Account to maintain the amount set forth in Section 5.1(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 4.18;

(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.

(f) "Annual Payment" has the meaning in Section 3.8(a).

(g) "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.

(h) "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 construction of the Improvements:

(i) County of Contra Costa Multifamily Housing Revenue Note (Heritage Point Apartments), Series 2018A issued by the County of Contra Costa (the "Government Lender") in the approximate amount of Sixteen Million One Hundred Forty-Four Thousand Seven Hundred Fifty-Six Dollars (\$16,144,756) (the "Government Lender Note"), the proceeds of which are loaned to Borrower by the Government Lender pursuant to a funding loan to the Government Lender by the Bank (the "Bank Construction Loan") which will convert to a permanent loan in the approximate amount of Seven Million Six Hundred Forty-Three Thousand Dollars (\$7,643,000) (the "Permanent Loan");

(ii) the Low Income Housing Tax Credit investor equity funds in the approximate amount of Ten Million Three Hundred Thirty-One Thousand Eighteen Dollars (\$10,331,018) (the "Tax Credit Investor Equity") provided by the Investor Limited Partner;

(iii) the loan from CHDC in the approximate amount of One Million One Hundred Forty-Eight Thousand Two Hundred Twenty-One Dollars (\$1,148,221) (the "Sponsor Loan");

(iv) the loan from CHDC in the approximate amount of One Million Four Hundred Thirty-Two Thousand Eight Hundred Thirty Dollars (\$1,432,830) (the "CHDC LC Loan"); and

(v) the capital contribution from Borrower's general partner in the approximate amount of One Hundred Dollars (\$100) (the "GP Capital Contribution").

(i) "Assignment Agreement" has the meaning set forth in Paragraph O of the Recitals.

(j) "Available Net Proceeds" means the result obtained by multiplying the Net Proceeds of Permanent Financing by 0.75.

(k) "Bank" means Citibank, N.A.

- (l) "Bank Construction Loan" has the meaning set forth in Section 1.1(h)(i).
- (m) "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.
- (n) "Borrower" has the meaning set forth in the first paragraph of this Agreement.
- (o) "CDBG Funds" has the meaning set forth in Paragraph L of the Recitals.
- (p) "CDBG Loan" has the meaning set forth in Paragraph M of the Recitals.
- (q) "CDBG Project Agreement" has the meaning set forth in Paragraph M of the Recitals.
- (r) "CEQA" has the meaning set forth in Paragraph S of the Recitals.
- (s) "Certificate of Completion" means the certificate to be issued by the County pursuant to Section 4.7 of this Agreement, or comparable County sign-off on the completion of construction of the Improvements.
- (t) "CHDC" has the meaning set forth in Paragraph E of the Recitals.
- (u) "CHDC LC Loan" has the meaning set forth in Section 1.1(h)(iv).
- (v) "Close of Escrow" means the date the Grant Deed and the Memorandum of DDLA are recorded against the Property.
- (w) "Commencement of Construction" has the meaning set forth in Section 4.5.
- (x) "Community Redevelopment Law" has the meaning set forth in Paragraph N of the Recitals.
- (y) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the County to certify that the Development may be legally occupied.
- (z) "Construction Plans" means all construction documentation upon which Borrower and Borrower's general contractor rely in constructing 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").
- (aa) "County-Assisted Units" means the twenty (20) units in the Development

assisted by the County and regulated pursuant to the Regulatory Agreement.

(bb) "County" has the meaning set forth in the first paragraph of this Agreement.

(cc) "County Documents" means this Agreement, the Memorandum of DDLA, the Grant Deed, the Note, the Regulatory Agreement, the Notice of Affordability Restrictions, and the Deed of Trust.

(dd) "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, Old Republic Title Company, as trustee, and the County, as beneficiary, that will encumber the Property to secure repayment of the Loan and performance of the covenants of the County Documents.

(ee) "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(ff) "Developer Fee" has the meaning set forth in Section 4.18.

(gg) "Development" has the meaning set forth in Paragraph J of the Recitals.

(hh) "Event of Default" has the meaning set forth in Section 7.1.

(ii) "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.

(jj) "Final Cost Certification" has the meaning set forth in Section 5.2.

(kk) "Final Development Cost" means the total of the cost of acquisition and construction of the Improvements as shown on the Final Cost Certification.

(ll) "Former Agency" has the meaning set forth in Paragraph B of the Recitals.

(mm) "Grant Deed" means the grant deed by which the County conveys the Property to Borrower.

(nn) "Government Lender" has the meaning set forth in Section 1.1(h)(i).

(oo) "Government Lender Note" has the meaning set forth in Section 1.1(h)(i).

(pp) "GP Capital Contribution" has the meaning set forth in Section 1.1(h)(v).

(qq) "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 and other rental or operating 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.

(rr) "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.

(ss) "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.

(tt) "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.

(uu) "Housing Authority" means the Housing Authority of Contra Costa County.

- (vv) "HUD" has the meaning set forth in Paragraph L of the Recitals.
- (ww) "Improvements" has the meaning set forth in Paragraph J of the Recitals.
- (xx) "Initial DDA" has the meaning set forth in Paragraph E of the Recitals.
- (yy) "Investor Limited Partner" means Raymond James California Housing Opportunities Fund VI, L.L.C., a Florida limited liability company, its successors and assigns.
- (zz) "Lenders' Share of Residual Receipts" means seventy-five percent (75%) of Residual Receipts.
- (aaa) "Loan" has the meaning set forth in Paragraph Q of the Recitals.
- (bbb) "Memorandum of DDLA" means the Memorandum of Disposition, Development, and Loan Agreement, to be recorded against the Property at Close of Escrow.
- (ccc) "NEPA" has the meaning set forth in Paragraph T of the Recitals.
- (ddd) "Net Proceeds of Permanent Financing" means the amount by which Permanent Financing exceeds Final Development Costs.
- (eee) "Note" means the promissory note of even date herewith that evidences Borrower's obligation to repay the Loan.
- (fff) "Notice of Affordability Restrictions" means the Notice of Affordability Restrictions on Transfer of Property of even date herewith, between the County and Borrower to be recorded against the Property that will restrict the development and operation of the Property to affordable housing.
- (ggg) "Operating Reserve Account" has the meaning set forth in Section 5.1(b).
- (hhh) "Option to Purchase" has the meaning set forth in Section 7.4(a).
- (iii) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership between Borrower's general partner and the Investor Limited Partner that governs the operation and organization of Borrower as a California limited partnership.
- (jjj) "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 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 4.19.
- (kkk) "Permanent Conversion" means the date the Bank Construction Loan converts to the Permanent Loan.
- (lll) "Permanent Loan" has the meaning set forth in Section 1.1(h)(i).

(mmm) "Permanent Financing" means the sum of the following amounts: (i) the Loan; (ii) the Permanent Loan; (iii) the CHDC LC Loan; (iv) the Sponsor Loan; (v) the Tax Credit Investor Equity; and (vi) the GP Capital Contribution.

(nnn) "Predevelopment Loan" has the meaning set forth in Paragraph O of the Recitals.

(ooo) "Project Area" has the meaning set forth in Paragraph B of the Recitals.

(ppp) "Property" has the meaning set forth in Paragraph D of the Recitals.

(qqq) "Purchase Price" has the meaning set forth in Section 2.2.

(rrr) "Redevelopment Plan" means the redevelopment plan entitled "North Richmond Redevelopment Project," which was recorded in the official records of Contra Costa County on March 15, 1999, as document number 99-0070071, as amended from time to time.

(sss) "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 Loan, to be recorded against the Property.

(ttt) "Released Parties" has the meaning set forth in 2.6(e).

(uuu) "Replacement Reserve Account" has the meaning set forth in Section 5.1(a).

(vvv) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(www) "Retention Amount" means Thirty Thousand Dollars (\$30,000) of the CDBG Loan, the disbursement of which is described in Section 3.7.

(xxx) "Security Financing Interest" has the meaning set forth in Section 8.1.

(yyy) "Security Financing Interest Assignment" has the meaning set forth in Section 8.4.

(zzz) "Senior Loan" has the meaning set forth in Section 3.5.

(aaaa) "Site" has the meaning set forth in Paragraph B of the Recitals.

(bbbb) "Sponsor Loan" has the meaning set forth in Section 1.1(h)(iii).

(cccc) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.

(dddd) "Tax Credit Investor Equity" has the meaning set forth in Section 1.1(h)(ii).

(eeee) "TCAC" means the California Tax Credit Allocation Committee.

(ffff) "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.

(gggg) "Title Company" means Old Republic Title Company.

(hhhh) "Title Report" means that certain preliminary title report dated October 12, 2017, issued by the Title Company for the Property.

(iiii) "Transfer" has the meaning set forth in Section 6.13 below.

Section 1.2 Exhibits

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Property
Exhibit B: Approved Development Budget
Exhibit C: NEPA Mitigation Requirements

ARTICLE 2 DISPOSITION OF PROPERTY

Section 2.1 Purchase and Sale.

Provided the closing conditions set forth in Section 2.4 have been satisfied the County will sell to Borrower, and Borrower will purchase from the County, the Property pursuant to the terms, covenants, and conditions of this Agreement and the Grant Deed.

Section 2.2 Purchase Price.

The purchase price for the Property is Four Hundred Sixty-Four Thousand Three Hundred Twenty-Five Dollars (\$464,325) (the "Purchase Price"). The Purchase Price equals the portion of the value of the Site attributed to the Property, based on the analysis set forth in the summary report prepared by the County pursuant to California Health and Safety Code Section 33433. The Purchase Price will be deemed paid to the County upon Borrower's execution of the Note.

Section 2.3 Opening Escrow.

To accomplish the conveyance of the Property from the County to Borrower, the parties have established an escrow with the Title Company. The Parties will execute and deliver all written instructions to the Title Company to accomplish Close of Escrow, which instructions must be consistent with this Agreement.

Section 2.4 Close of Escrow.

The following conditions must be satisfied, or waived in writing by the County, prior to or concurrently with, and as conditions of, Close of Escrow:

- (a) The Board of Supervisors of the County has approved the Loan and the parties have negotiated and executed the County Documents and all other documents and instruments required to be executed and delivered, all in form and substance satisfactory to the County;
- (b) There exists no condition, event or act which would constitute a breach or default under this Agreement, the County Documents, or under any other project financing agreements or contracts related to the Development, or which, upon the giving of notice or the passage of time, or both, would constitute such a breach or default;
- (c) All representations and warranties of Borrower contained in this Agreement and in any of the County Documents are true and correct in all material respects as of Close of Escrow;
- (d) Borrower has provided the County with copies of Borrower's organizational documents and a certified copy of a Borrower's authorizing resolution, approving the transactions contemplated under the County Documents and all other Approved Financing, and authorizing Borrower's execution of the County Documents;
- (e) 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;
- (f) Borrower has furnished the County with evidence of the insurance coverage meeting the insurance requirements set forth in Section 5.13;
- (g) The County has received and approved the general contractor's construction contract that the Borrower has entered or proposed to enter for the construction of the Improvements pursuant to Section 4.3 below;
- (h) The County has received and approved labor and material (payment) bonds and performance bonds as required pursuant to Section 4.4 below;
- (i) Borrower has obtained all permits and approvals necessary for the construction of the Improvements;
- (j) The County has received and approved the Bid Package for the subcontractors for the construction of the Improvements pursuant to Section 4.2 below;
- (k) 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;
- (l) 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;

(m) Borrower has closed the loans and the equity financings that comprise the Approved Financing described in Section 1.1(h)(i)-(v) and has already received, or is eligible to receive, the funds;

(n) The County has received a fully executed copy of the New Construction Agreement between Borrower and the Housing Authority governing the commitment of project-based section 8 rental assistance through the Rental Assistance Demonstration Program for forty-one (41) units in the Development by the Housing Authority;

(o) The County has determined the undisbursed proceeds of the Loan, together with other funds or firm commitments for funds that Borrower has obtained in connection with the construction of the Improvements, are not less than the amount the County determines is necessary to pay for the acquisition of the Property and the construction of the Improvements and to satisfy all of the covenants contained in this Agreement and the Regulatory Agreement;

(p) All environmental review necessary for the construction of the Improvements 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;

(q) The Grant Deed and the Memorandum of DDLA have been, or concurrently with Close of Escrow, will be recorded against the Property; and

(r) Borrower has provided the County all information required by California Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 (<https://www.dir.ca.gov/pwc100ext/>).

Section 2.5 Condition of Title.

Upon Close of Escrow, Borrower will have insurable title to the Property which will be free and clear of all liens, encumbrances, clouds and conditions, rights of occupancy or possession, except:

- (a) applicable building and zoning laws and regulations;
- (b) the provisions of the Redevelopment Plan;
- (c) the provisions of this Agreement (as disclosed by the Memorandum of DDLA) and the Grant Deed;
- (d) any lien for current taxes and assessments or taxes and assessments accruing subsequent to recordation of the Grant Deed; and
- (e) exceptions in the Title Report approved by Borrower.

Section 2.6 Condition of Property.

(a) In fulfillment of the purposes of California Health and Safety Code Section 25359.7(a), the County hereby represents and warrants that it has no knowledge, and has no reasonable cause to believe, that any release of Hazardous Materials has come to be located on or beneath the Property, except as previously disclosed by the County to Borrower.

(b) "AS IS" PURCHASE. PRIOR TO THE DATE OF THIS AGREEMENT, BORROWER WAS PROVIDED THE OPPORTUNITY TO INVESTIGATE THE PROPERTY, AND HAS APPROVED THE PHYSICAL CONDITION OF THE PROPERTY. BORROWER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE COUNTY IS SELLING AND BORROWER IS BUYING THE PROPERTY (AND ALL IMPROVEMENTS THEREON) ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT BORROWER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) OR IMPLIED, FROM THE COUNTY AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (A) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, WATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED CONDITIONS); (B) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER; (C) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (D) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (E) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY; (F) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY; (G) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY; AND (H) THE CONDITION OF TITLE TO THE PROPERTY. BORROWER AFFIRMS THAT BORROWER HAS NOT RELIED ON THE SKILL OR JUDGMENT OF THE COUNTY OR ANY OF ITS AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT THE COUNTY MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE. BORROWER ACKNOWLEDGES THAT IT SHALL USE ITS INDEPENDENT JUDGMENT AND MAKE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION WHICH IT SHALL MAKE RELATIVE TO THE PROPERTY AND SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, WHETHER THE PROPERTY IS LOCATED IN ANY AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM

FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). BORROWER UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE PROPERTY'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY.

(c) Survival. The terms and conditions of this Section expressly survive Close of Escrow, will not merge with the provisions of the Grant Deed, or any other closing documents and are deemed to be incorporated by reference into the Grant Deed. The County is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any contractor, agent, employee, servant or other person. Borrower acknowledges that the Purchase Price reflects the "as is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property. Borrower has fully reviewed the disclaimers and waivers set forth in this Agreement with Borrower's counsel and understands the significance and effect thereof.

(d) Acknowledgment. Borrower acknowledges and agrees that: (i) to the extent required to be operative, the disclaimers of warranties contained in this Section are "conspicuous" disclaimers for purposes of all applicable laws and other legal requirements; and (i) the disclaimers and other agreements set forth in such sections are an integral part of this Agreement, that the Purchase Price has been adjusted to reflect the same and that the County would not have agreed to sell the Property to Borrower for the Purchase Price without the disclaimers and other agreements set forth in this Section.

(e) Borrower's Release of the County. Borrower, on behalf of itself and anyone claiming by, through or under Borrower hereby waives its right to recover from and fully and irrevocably releases the County, its board members, officers, directors, representatives, consultants, employees and agents (the "Released Parties") from any and all claims, responsibility and/or liability that Borrower may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to: (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever; (ii) any presence of Hazardous Materials; and (iii) any information furnished by the Released Parties under or in connection with this Agreement.

(f) Scope of Release. The release set forth in Section 2.6(e) above includes claims of which Borrower is presently unaware or which Borrower does not presently suspect to exist which, if known by Borrower, would materially affect Borrower's release of the Released Parties. Borrower specifically waives the provision of any statute or principle of law that provides otherwise. In this connection and to the extent permitted by law, Borrower agrees, represents and warrants that Borrower realizes and acknowledges that factual matters now unknown to Borrower may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Borrower further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that

realization and that Borrower nevertheless hereby intends to release, discharge and acquit the Released Parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Accordingly, Borrower, on behalf of itself and anyone claiming by, through or under Borrower, hereby assumes the above-mentioned risks and hereby expressly waives any right Borrower and anyone claiming by, through or under Borrower, may have under Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Borrower's Initials: _____

Notwithstanding the foregoing, this release does not apply to, nor will the County be released from, the County's actual fraud or misrepresentation.

Section 2.7 Costs of Escrow and Closing.

Ad valorem taxes, if any, will be prorated as of the date of conveyance of the Property from the County to Borrower. Borrower must pay the cost of title insurance, transfer tax, Title Company document preparation, recordation fees and the escrow fees of the Title Company, if any, and any additional costs to close the escrow. The costs borne by Borrower are in addition to the Purchase Price for the Property.

Section 2.8 Mandatory Language in All Subsequent Deeds, Leases and Contracts.

(a) **Basic Requirement.** Borrower may not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Development on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code. Borrower or any person claiming under or through Borrower may not 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 Development. The foregoing covenant runs with the land.

(b) **Provisions in Conveyance Documents.** All deeds, leases or contracts made or entered into by Borrower, and its successor and assigns permitted under this Agreement, as to any portion of the Property must contain therein the following language:

(i) **In Deeds:**

"(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

(ii) In Leases:

"(1) Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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 in the premises herein leased.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

(iii) In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil

Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

ARTICLE 3 LOAN PROVISIONS

Section 3.1 Loan.

(a) Upon satisfaction of the conditions set forth in Section 3.6 and Section 3.7 of this Agreement, the County shall lend to Borrower the Loan for the purposes set forth in Section 3.3 of this Agreement. Borrower's obligation to repay the Loan is evidenced by the Note. As of the date of this Agreement the total amount of the Predevelopment Loan has been disbursed.

Section 3.2 Interest.

(a) Subject to the provisions of subsection (b) below, simple interest will accrue on the outstanding principal balance of the Loan at a per annum rate of interest equal to three percent (3%), commencing on the date of disbursement.

(b) Upon the occurrence of an Event of a Default, interest on the outstanding principal balance of the Loan will begin to accrue, beginning on the date of such occurrence and continuing until the date the Loan is repaid in full or the Event of Default is cured, at the Default Rate.

Section 3.3 Use of Loan Funds.

(a) The CDBG Loan may only be used for acquisition, closing costs, permits, fees, and construction costs, consistent with the Approved Development Budget.

(b) One Million Six Hundred Seventy-Three Thousand Fifty-Four Dollars (\$1,673,054) of the Affordable Housing Fund Loan may only be used for construction costs, consistent with the Approved Development Budget. The remaining Four Hundred Forty Thousand Dollars (\$440,000) of the Affordable Housing Fund Loan may only be used to cover interest and other holding costs associated with the full drawn down of the Government Lender Note prior to January 1, 2018, consistent with the Approved Development Budget. Changes to the Approved Development Budget are subject to the requirements of Section 4.17 below.

(c) Borrower may not use the Loan proceeds for any other purposes without the prior written consent of the County.

Section 3.4 Security.

In consideration of the Loan, Borrower shall (i) secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and cause or permit it to be recorded as a lien against the Property, and (ii) execute the Regulatory Agreement and the Notice of Affordability Restrictions, and cause or permit them to be recorded against the Property, all such documents to be senior to the documents securing the Sponsor Loan and CHDC LC Loan.

Section 3.5 Subordination.

(a) Any agreement by the County to subordinate the Grant Deed, Memorandum of DDLA, Deed of Trust, Regulatory Agreement and/or Notice of Affordability Restrictions to an encumbrance securing and/or evidencing the Bank Construction Loan, the Permanent Loan, or any loan obtained by Borrower to refinance the Bank Construction Loan (collectively, 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 Grant Deed, Memorandum of DDLA, Deed of Trust, Regulatory Agreement and/or Notice of Affordability 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 County 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, the Regulatory Agreement, and Notice of Affordability 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 Loan is effective only during the original term of the Senior Loan and any additional 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, Regulatory Agreement, and Notice of Affordability 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 County Documents.

(vii) The requirements of Health and Safety Code Section 33334.14 are satisfied.

(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 Grant Deed, Memorandum of DDLA, Deed of Trust, Regulatory Agreement and Notice of Affordability 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 3.6 Conditions Precedent to Disbursement of Loan Funds for Construction.

Until the conditions set forth in Section 3.7 have been met, the disbursements made pursuant to this Agreement may not exceed Four Million Nine Hundred Eighty-Three Thousand Fifty-Four Dollars (\$4,983,054). The County is not obligated to disburse any portion of the Loan, or to take any other action under the County 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 Loan proceeds;

(c) 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;

(d) The Deed of Trust, the Regulatory Agreement, and the Notice of Affordability Restrictions, have been recorded against the Property in the Office of the Recorder of the County of Contra Costa;

(e) 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 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. The 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; and

(f) The County has received a written draw request from Borrower, including:
(i) certification that the condition set forth in Section 3.6(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 the 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 3.7 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 5.13 below;
- (e) The County has received from Borrower a form of lease for tenants occupying the Development;
- (f) The County has received from Borrower a Marketing Plan and Tenant Selection Plan as defined in the Regulatory Agreement;
- (g) The County has received a copy of a social services plan and social services budget for the provision of social services to Tenants;
- (h) 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;
- (i) 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)(x) of the Regulatory Agreement, and minority-owned (MBE) and women-owned (WBE) business requirements;
- (j) If Borrower was required to comply with relocation requirements as set forth in Section 4.6(b)(vi) of the Regulatory Agreement, the County has received from Borrower evidence of compliance with all applicable relocation requirements;

(k) 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;

(l) If Borrower is required to pay prevailing wages under the Davis-Bacon Act (40 U.S.C. 3141-3148) by the HUD regulations governing the Loan, 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;

(m) The County has received from Borrower evidence of compliance with the state prevailing wage provisions set forth in Section 4.9(b) below.

(n) The County has received from Borrower evidence of compliance with all NEPA mitigation requirements as set forth in Exhibit C;

(o) The County has received a fully executed copy of the Housing Assistance Payment Contract between Borrower and the Housing Authority governing the provision of project-based section 8 rental assistance through the Rental Assistance Demonstration Program for forty-one (41) units in the Development by the Housing Authority; and

(p) The County has received a written draw request from Borrower, including certification that the condition set forth in Section 3.6(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 3.8 Repayment Schedule.

(a) Annual Payments of Loan. Commencing on June 1, 2020 and on June 1 of each year thereafter during the Term, Borrower shall make a Loan payment in an amount equal to 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 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 Loan, an amount equal to the Available Net Proceeds. No later than one hundred eighty (180) days following completion of construction of the Improvements, 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 as defined Section 5.2 below. 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) Payment in Full of Loan. Borrower shall pay all outstanding principal and accrued interest on the Loan, in full, on the earliest to occur of: (i) any Transfer other than as permitted pursuant to Section 5.12; (ii) an Event of Default; and (iii) the expiration of the Term.

(d) Prepayment. Borrower may prepay the Loan at any time without premium or penalty. However, the Regulatory Agreement, the Notice of Affordability Restrictions and the Deed of Trust will remain in effect for the entire Term, regardless of any prepayment or Transfer.

Section 3.9 Reports and Accounting of Residual Receipts.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 9.9 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 the Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lenders' Share of Residual Receipts 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 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 5.5 below.

Section 3.10 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 Loan. Following recordation of the Deed of Trust, the sole recourse of the County with respect to the principal of, or interest on, the Note 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 Note, or impairs the right of County to assert the unpaid principal amount of the Note 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 Note. Except as hereafter set forth; nothing contained herein is intended to relieve Borrower of its obligation to indemnify the County under

the County Documents including but not limited to Sections 4.9, 4.10, 5.6, and 9.4 of this Agreement and Sections 2.1(e) and 4.6(b)(vi), of the Regulatory Agreement, 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 4 CONSTRUCTION OF THE IMPROVEMENTS

Section 4.1 Permits and Approvals.

Borrower shall obtain all permits approvals necessary for the construction of the Improvements no later than January 15, 2018, or such later date that the County approves in writing.

Section 4.2 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. The 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 4.3 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 Improvements. 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 construction of the Improvements is to provide that at least ten percent (10%) of the costs incurred will be payable only upon completion of the construction, subject to early release of retention for specified subcontractors upon approval by the County. The construction contract must include all applicable CDBG requirements set forth in Section 4.6 of the Regulatory Agreement, and all requirements regarding the payment of prevailing wages required to be included in construction contracts pursuant to California Labor Code Section 1720 et seq. 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 Improvements is to be in the form approved by the County.

Section 4.4 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 construction of the Improvements in an amount equal to one hundred percent (100%) of the scheduled cost of the construction of the Improvements. Such bonds must name the County as a co-obligee.

Section 4.5 Commencement of Construction.

Borrower shall cause the Commencement of Construction of the Improvements to occur no later than March 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 construction of the Improvements in the notice to proceed issued by Borrower to Borrower's general contractor. Borrower shall record a parcel map mirroring the metes and bounds division of the Site, and including all applicable County subdivision requirements, prior to Commencement of Construction.

Section 4.6 Completion of Construction.

(a) Borrower shall diligently prosecute construction of the Improvements to completion, and shall cause the construction of the Improvements to be completed no later than September 1, 2019, or such later date that the County approves in writing.

(b) Borrower shall give notice to the County upon completion of construction of the Improvements. Upon receipt of such notice the County will perform an inspection of the Improvements to determine if the Improvements were constructed in accordance with this Agreement. If the County determines the Improvements were not constructed in accordance with this Agreement, 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 4.7 Certificate of Completion.

Promptly after completion of the Improvements in accordance with the provisions of this Agreement the County will provide Borrower a Certificate of Completion certifying to the completion of the Improvements. The Certificate of Completion will be conclusive determination that the covenants in this Agreement with respect to the obligations of Borrower to construct the Improvements (excluding Borrower's compliance with Section 4.9) and the dates for the beginning and completion of construction have been met. The Certificate of Completion will be in such form as will enable it to be recorded against the Property in the official records of Contra Costa County. The Certificate of Completion will not constitute evidence of compliance with or satisfaction of any obligation of Borrower: (a) to any holder of a Security Financing Interest; (b) to pay prevailing wages; and (c) to rent the County-Assisted Units in accordance with the terms of this Agreement and the Regulatory Agreement. The Certificate of Completion may not be deemed a notice of completion under the California Civil Code.

Section 4.8 Changes; Construction Pursuant to Plans and Laws.

(a) Changes. Borrower shall construct the Improvements in conformance with (i) the plans and specifications approved by the County's Building Department, 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 the County's Building Department. Written authorization from the County must be obtained before any of the following changes, additions, or deletions in work for the Improvements 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 Thousand Dollars (\$100,000) or ten percent (10%) of the 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 Improvements 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; and

(ii) 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 4.9 Prevailing Wages.

(a) Davis Bacon. Borrower shall cause construction of the Improvements to be in compliance with the prevailing wage requirements of the federal Davis-Bacon Act (40 U.S.C. 3141-3148). 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 the 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 construction of the Improvements or any other work undertaken or in connection with the Property. The requirements in this subsection survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

(b) State Prevailing Wages.

(i) Borrower shall:

(1) pay, and shall cause any consultants or contractors to pay, prevailing wages in the construction of the Improvements 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., 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 constructing the Improvements to be registered as set forth in California Labor Code Section 1725.5 and provide County evidence of such registration including all registration numbers, the name of all contractors and subcontractors;

(6) cause all contracts to include the requirements set forth in California Labor Code Section 1720 et seq. including a copy of the California Labor Code Section Sections listed in California Labor Code Section 1775(b)(1);

(7) cause its contractors and subcontractors, in all calls for bids, bidding materials and the construction contract documents for the construction of the Improvements to specify that:

(A) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the construction of the Improvements unless registered with the DIR pursuant to California Labor Code Section 1725.5; and

(B) the construction of the Improvements is subject to compliance monitoring and enforcement by the DIR.

(8) 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/>);

(9) cause its contractors to post job site notices, as prescribed by Title 8 California Code of Regulations 16451(d), or otherwise as required by the DIR; and

(10) 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 also comply with the requirements of County Resolution No. 88-9 regarding the payment of prevailing wages (the "County Local Prevailing Wage Requirement").

(iii) 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 comply with the County Local Prevailing Wage Requirement, 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 construction of the Improvements or any other work undertaken or in connection with the Property. The requirements in this Section survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 4.10 Accessibility.

(a) Borrower shall cause the Improvements 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, a minimum of three (3) units in the Development must be constructed to be fully accessible to households with a mobility impaired member and an additional one (1) unit in the Development must be

constructed to be fully accessible to hearing and/or visually impaired persons. 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 Improvements comply with all federal and state accessibility requirements applicable to the Improvements.

(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 construct the Improvements in accordance with the Accessibility Requirements. The requirements in this Subsection survive repayment of the Loan and the reconveyance of the Deed of Trust.

Section 4.11 Equal Opportunity.

During the construction of the Improvements 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 4.12 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 construction of the Improvements. Borrower shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Contra Costa County of bid opportunities for the construction of the Improvements. 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 4.13 Progress Reports.

Until such time as Borrower has completed construction of the Improvements, as evidenced by the Certificate of Completion, Borrower shall provide the County with quarterly progress reports regarding the status of the construction of the Improvements, 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 4.17 below.

Section 4.14 Construction Responsibilities.

(a) Borrower is responsible for the coordination and scheduling of the work to be performed so that commencement and completion of the construction of the Improvements takes place in accordance with this Agreement.

(b) Borrower is solely responsible for all aspects of Borrower's conduct in connection with the Improvements, 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 Improvements 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 construction of the Improvements.

Section 4.15 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 Loan is served on the County or any other lender or other third party in connection with the Improvements, 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 Improvements 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 4.16 Inspections.

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.

Section 4.17 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, or if Borrower requests any change to the previously authorized use of the Loan. Written consent of the County will be required to amend the Approved Development Budget.

Section 4.18 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 Three Million One Hundred Ninety-Six Thousand Two Hundred Twenty-One Dollars (\$3,196,221). At least One Million One Hundred Forty-Eight Thousand Two Hundred Twenty-One Dollars (\$1,148,221) of the Developer Fee earned by the Developer shall be contributed to the Partnership at Permanent Conversion. The amount of Developer Fee payable to the Developer out of development sources shall not exceed One Million Two Hundred Thirty-Five Thousand Dollars (\$1,235,000).

Section 4.19 Partnership/Asset Fee.

During the Fifteen Year Compliance Period, the Partnership/Asset Fee is not to exceed Thirty Thousand Dollars (\$30,000) 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.

Section 4.20 NEPA Mitigation Requirements.

Borrower shall comply with the NEPA mitigation requirements set forth in the attached Exhibit C in the construction of the Improvements.

ARTICLE 5
LOAN REQUIREMENTS

Section 5.1 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 County Documents (the "Replacement Reserve Account"). Borrower shall make annual deposits to 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 in an amount greater than the TCAC requirement, Borrower shall capitalize 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) which limitation does not include amounts held in any other reserves required for the Development.

Section 5.2 Financial Accountings and Post-Completion Audits.

(a) No later than ninety (90) days following completion of construction of the Improvements, Borrower shall provide to the County for its review and approval a financial accounting of all sources and uses of funds for the construction of the Improvements.

(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 construction of the Improvements. 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 5.3 Approval of Annual Operating Budget.

At 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 5.4 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 or the state of California in connection with Borrower's use of the Loan funds.

Section 5.5 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 5.6 Hazardous Materials.

(a) Upon transfer of the Property, Borrower shall keep and maintain the Property and the Development (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 and the Development 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 5.6, and Section 6.1(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 will survive termination of this Agreement 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 5.7 Maintenance; Damage and Destruction.

(a) During the course of both construction of the Improvements 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 Agreement.

(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 Loan, subject to the rights of the senior lenders, if any.

Section 5.8 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 5.9 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 5.10 Operation of Development as Affordable Housing.

(a) 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 CDBG Funds; (2) the applicable requirements of the Community Redevelopment Law; (3) the Regulatory Agreement; (4) any other regulatory requirements imposed on Borrower including but not limited to regulatory agreements associated with the Low Income Housing Tax Credits provided by TCAC; and (5) any regulatory requirements imposed on Borrower related to the rental subsidies provided to the Development.

Section 5.11 Nondiscrimination.

(a) Consistent with Section 2.8 above, 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, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin 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 the County-Assisted Units in the Development to be available to and occupied by income eligible households in accordance with the Regulatory Agreement.

Section 5.12 Transfer.

(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 this Agreement; 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 the 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 5.12, no Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The 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 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 CHDC, or a controlled affiliate of CHDC, and an assumption of the Loan by such transferee at 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 transferee expressly assumes the obligations of Borrower under the County Documents, utilizing a form of assignment and assumption agreement provided by the County.

(e) The County hereby approves the purchase of the Investor Limited Partner interest by CHDC, or controlled affiliate of CHDC at the end of the Fifteen Year Compliance Period, provided that such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement.

(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 removal of the general partner and 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.

Section 5.13 Insurance Requirements.

(a) Borrower shall maintain the following insurance coverage throughout the Term of the 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.

(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 Loan proceeds caused by dishonesty, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

(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 thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; (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; and (iv) a waiver by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.

Section 5.14 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 without the prior written consent of the County except for amendments solely to effectuate Transfers permitted under Section 5.12 above. 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 the 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) The Partnership Agreement may not include any provisions that conflict with the provisions of this Agreement, including, without limitation, the Residual Receipts definition and the payment provisions of Section 3.8 above. To the extent the Partnership Agreement is inconsistent with this Agreement with respect to the repayment of the Loan, 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 6
REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 6.1 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 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 County 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 County 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 County 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 County 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 County 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 construction of the Improvements 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 construct the Improvements, repay the 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 3.6(e) 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 construction of the Improvements 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 7
DEFAULT AND REMEDIES

Section 7.1 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 Improvements to completion, within the times set forth in Article 4 above.

(b) Failure to Make Payment. If Borrower fails to make any payment when such payment is due pursuant to the County Documents.

(c) Failure to Submit Plans. If Borrower fails to submit a Marketing Plan or Tenant Selection Plan that is approved by the County in accordance with the Regulatory Agreement.

(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 7.1(a) through Section 7.1(c), and Section 7.1(e) through Section 7.1(m)), or in any of the other County 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 Note.

(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 Note.

(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 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 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.

(k) Unauthorized Transfer. If any Transfer occurs other than as permitted pursuant to Section 5.12.

(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 County 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 7.1(f), through Section 7.1(h) in relation to Borrower's managing general partner, unless the removal and replacement of the Borrower's managing general partner in accordance with Section 5.12(f), within the time frame set forth in Section 7.9 cures such a default.

Section 7.2 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 transfer the Property or disburse any portion of the 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 County Documents. Such remedies include but are not limited to the following:

(a) Acceleration of Note. The County may cause all indebtedness of Borrower to the County under this Agreement and the Note, 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 Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the 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 County Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the County Documents.

(c) Termination. The County may terminate this Agreement by giving written notice to Borrower; provided, however, that the County's remedies pursuant to this Article 7, and the indemnification provisions of this Agreement survive such termination.

(d) Additional Remedies. The County may exercise any of the remedies specified in Sections 7.3 and 7.4 below.

Section 7.3 Right of Reverter.

(a) In the event that, following Close of Escrow, there is an Event of Default and such Event of Default occurs prior to issuance of a Certificate of Completion for the Improvements, then the County has the right to reenter and take possession of the Property and all improvements thereon and to revest in the County the estate of Borrower in the Property. Borrower agrees to execute such documents as reasonably necessary to cause Borrower's interest in the Property to revert and revest in the County.

(b) Upon vesting or revesting in the County of title to the Property, the County will use its best efforts to resell the Property consistent with the County's obligations under applicable laws. Upon sale the proceeds will be applied as follows:

(1) First, to reimburse the County for any costs it incurs in managing or selling the Property (after exercising its right of reverter), including but not limited to amounts to discharge or prevent liens or encumbrances arising from any acts or omissions of the Borrower;

(2) Second, to reimburse the County for damages to which it is entitled under this Agreement by reason of Borrower's default;

(3) Third to the County, to repay the Loan;

(4) Fourth, to Borrower in the amount of the reasonable cost of the improvements Borrower has placed on the Property that were not financed by the County; and

(5) Fifth, any balance to the County.

Section 7.4 Option to Repurchase, Reenter and Repossess.

(a) The County has the additional right at its option to repurchase, reenter and take possession of the Property or any portion thereof owned by the Borrower with all improvements thereon (the "Option to Purchase"), in the event that, following Close of Escrow, there is an Event of Default and such Event of Default occurs prior to issuance of a Certificate of Completion for the Improvements.

(b) To exercise the Option to Purchase, the County shall pay to Borrower the

amount of One Hundred Dollars (\$100.00).

(c) Upon vesting in the County of title to all or a portion of the Property, the County shall use its best efforts to resell it, subject to a requirement that the Property be developed in accordance with this Agreement. Upon any resale of the Property or portion thereof by the County, the County shall apply such sale proceeds as follows:

(i) To Borrower, the fair market value of any improvements existing on the applicable portion of the Property at the time of the repurchase, reentry and repossession; less

(1) Any gains or income withdrawn or made by Borrower from the applicable portion of the Property or the improvements thereon; less

(2) The value of any unpaid liens or encumbrances on the applicable portion of the Property which the County assumes or takes subject to said encumbrances.

(ii) The remaining sale proceeds, if any, shall be retained by the County.

Section 7.5 Right to Cure Monetary Default 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 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 7.6 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 7.7 Remedies Cumulative.

No right, power, or remedy given to the County by the terms of this Agreement or the other County 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 7.8 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 County 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 County 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 8 SECURITY FINANCING AND RIGHTS OF HOLDERS

Section 8.1 No Encumbrances Except for Development Purposes.

Notwithstanding any other provision of this Agreement, mortgages and deeds of trust, or any other reasonable method of security are permitted to be placed upon Borrower's interest in the Property, but only for the purpose of securing Approved Financing. Mortgages, deeds of trust, or other reasonable security instruments securing Approved Financing, are each referred to as a "Security Financing Interest." The words "mortgage" and "deed of trust" as used in this Agreement include all other appropriate modes of financing real estate acquisition, construction, and land development. For the purposes of this Article 8, Security Financing Interest does not include mortgages, deeds of trust, or other security instruments securing the Sponsor Loan and CHDC LC Loan.

Section 8.2 Rights of Holders of Security Financing Interests.

Any rights of the County under Sections 7.3 and 7.4 will not defeat, limit or render invalid any Security Financing Interest permitted by this Agreement or any rights provided for in this Agreement for the protection of holders of Security Financing Interests. Any conveyance or reverter of the Property to the County pursuant to Sections 7.3 and 7.4 will be subject to Security Financing Interests permitted by this Agreement.

Section 8.3 Holder Not Obligated to Construct.

The holder of any Security Financing Interest authorized by this Agreement is not obligated to construct or complete any improvements or to guarantee such construction or completion; nor will any covenant or any other provision in conveyances from the County to Borrower evidencing the realty comprising the Property or any part thereof be construed so to obligate such holder. However, nothing in this Agreement is deemed to permit or authorize any

such holder to devote the Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses of improvements provided for or authorized by this Agreement and the Regulatory Agreement.

Section 8.4 Notice of Default and Right to Cure.

Whenever the County pursuant to its rights set forth in Article 7 of this Agreement delivers any notice or demand to the Borrower with respect to the commencement, completion, or cessation of the construction of the Improvements, the County will at the same time deliver to each holder of record of any Security Financing Interest, a copy of such notice or demand. Each such holder (insofar as the rights of the County are concerned) has the right, but not the obligation, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default or breach affecting the Property and to add the cost thereof to the security interest debt and the lien on its security interest. Nothing contained in this Agreement is deemed to permit or authorize such holder to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect such improvements or construction already made) without first having expressly assumed in writing Borrower's obligations to the County relating to such Improvements under this Agreement pursuant to an assignment and assumption agreement prepared by the County and recordable among the official records of the County (the "Security Financing Interest Assignment"). The holder in that event must agree to complete, in the manner provided in this Agreement (or as may be amended by the Security Financing Interest Assignment; provided, however, the County is under no obligation to extend the dates for performance set forth in this Agreement), the Improvements to which the lien or title of such holder relates. Any such holder properly completing such Improvements pursuant to this paragraph must assume all rights and obligations of Borrower under this Agreement and will be entitled, upon completion and written request made to the County, to a Certificate of Completion from the County.

Section 8.5 Failure of Holder to Complete Improvements.

In any case where six (6) months after default by Borrower in completion of construction of the Improvements under this Agreement, the holder of record of any Security Financing Interest, having first exercised its option to construct pursuant to the Security Financing Interest Assignment, has not proceeded diligently with construction (as reasonably determined by the County), the County shall be afforded those rights against such holder it would otherwise have against Borrower under this Agreement.

Section 8.6 Right of County to Cure.

In the event of a default or breach by Borrower of a Security Financing Interest prior to the completion of the Improvements, and the holder has not exercised its option to complete the Improvements on the Property, the County may cure the default, prior to the completion of any foreclosure. In such event the County will be entitled to reimbursement from Borrower of all costs and expenses incurred by the County in curing the default. The County will also be entitled to a lien upon the Property or any portion thereof to the extent of such costs and disbursements. The County agrees that such lien will be subordinate to any Security Financing Interest, and the County will execute from time to time any and all documentation reasonably requested by Borrower to effect such subordination.

Section 8.7 Right of County to Satisfy Other Liens.

After the conveyance of title to the Property or any portion thereof and after Borrower has had a reasonable time to challenge, cure or satisfy any liens or encumbrances on the Property or any portion thereof, the County will have the right to satisfy any such lien or encumbrances; provided, however, that nothing in this Agreement will require Borrower to pay or make provision for the payment of any tax, assessment, lien or charge so long as Borrower in good faith may contest the validity or amount therein and so long as such delay in payment is not subject the Property or any portion thereof to forfeiture or sale.

Section 8.8 Holder to be Notified.

Borrower will insert each term contained in this Article 8 into each Security Financing Interest to the extent deemed necessary by, and in form and substance reasonably satisfactorily to the County, or will procure acknowledgement of such terms by each prospective holder of a Security Financing Interest prior to its coming into any security right or interest in the Property or portion thereof.

ARTICLE 9
GENERAL PROVISIONS

Section 9.1 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 9.2 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 9.3 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 County Documents or amended and restated County 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 9.4 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. The provisions of this Section will survive the issuance of the Certificate of Completion, the expiration of the Term and the reconveyance of the Deed of Trust.

Section 9.5 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 9.6 No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 9.7 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 Improvements.

Section 9.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 9.8(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 9.8(a) is followed.

(b) The conflict of interest provisions of Section 9.8(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 9.9 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 Director

Borrower: Heritage Point A/G, L.P.
c/o Community Housing Development Corporation of North
Richmond
1535A Fred Jackson Way
Richmond, California 94801
Attention: Executive Director

Investor Limited
Partner: Raymond James California Housing Opportunities Fund VI L.L.C.
c/o Raymond James Tax Credit Funds, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Attention: Steven J. Kropf, President

with a copy to: Bocarsly Emden Cowan Esmail & Arndt LLP
633 West Fifth Street, 64th Floor
Los Angeles, California 90071
Attention: Kyle Arndt, Esq.

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 9.10 Applicable Law.

This Agreement is governed by the laws of the State of California.

Section 9.11 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 9.12 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 9.13 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 9.14 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 9.15 County Approval.

The County has authorized the County Director, Department of Conservation and Development to execute the County Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of Borrower defaults under the County Documents.

Section 9.16 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 9.17 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 9.18 Entire Understanding of the Parties.

The County Documents constitute the entire agreement of the parties with respect to the Loan.

Section 9.19 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.

Section 9.20 No Brokers. Each party represents to the other that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee. If any broker or finder makes a claim for a commission or finder's fee based upon a contact, dealings, or communications, the party through whom the broker or finder makes this claim must indemnify, defend with counsel of the indemnified party's choice, and hold the indemnified party harmless from all expense, loss, damage and claims, including the indemnified party's reasonable attorneys' fees, if necessary, arising out of the broker's or finder's claim. The provisions of this section survive expiration of the Term or other termination of this Agreement, and will remain in full force and effect.

Section 9.21 Provision Not Merged with Deed. None of the provisions of this Agreement are intended to or will be merged by any grant deed transferring title to any real property which is the subject of this Agreement from County to Borrower or any successor in interest, and any such grant deed will not be deemed to affect or impair the provisions and covenants of this Agreement.

Remainder of Page Left Intentionally Blank

The parties are entering into this Agreement as of date first set forth 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:

Heritage Point A/G, L.P.,
a California limited partnership

By: Heritage Point A/G LLC,
a California limited liability company,
its general partner

By: Community Housing Development
Corporation of North Richmond, a
California nonprofit public benefit
corporation, its sole member/manager

By: _____
Donald Gilmore, Executive Director

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The real property located in the unincorporated area of the County of Contra Costa, State of California, described as follows:

All of Lots 1, 2, 26 through 34, and a portion of Lots 24 and 25 in Block 69, as shown on that certain map entitled, "Map of North Richmond Land and Ferry Co. Tract No. 2" filed for record September 19, 1911 in Book 5 of maps, at Page 124, Contra Costa County Records, described as follows:

Beginning at the Northwestern corner of said Lot 1, said point being at the intersection of the Easterly line of 3rd Street (70 feet wide) (formerly Seventh Street) with the Southerly line of Grove Avenue (60 feet wide) (formerly Park Avenue) as said Street and Avenue are shown on said map; thence along the said Southerly line of Grove Avenue, North 89°59'00" East, 50.01 feet to the Northeasterly corner of said Lot 2; thence leaving last said line and along the Easterly line of said Lot 2, South 00°01'31" East, 99.98 feet to the Southeasterly corner of said Lot 2, said point being on the Northerly line of said Lot 34; thence along last said line, North 89°59'00" East, 50.03 feet to the Northeasterly corner of said Lot 34; thence along the Easterly lines of said Lots 34 through 26, South 00°02'03" East, 230.72 feet to the Southeasterly corner of said Lot 26; thence along the Southerly line of said Lot 26, South 89°59'40" West, 50.06 feet to the Northeasterly corner of said Lot 24; thence along the Easterly line of said Lot 24, South 00°01'33" East, 36.54 feet; thence leaving last said line, South 89°59'40" West, 50.07 feet to said Easterly line of 3rd Street; thence along last said line, North 00°01'00" West, 367.22 feet to the Point of Beginning.

APN: 409-080-001, 014, 015, 016, 020 and portion 409-080-013

EXHIBIT B

APPROVED DEVELOPMENT BUDGET

EXHIBIT C

NEPA MITIGATION REQUIREMENTS

NEPA Mitigation and Monitoring Plan – Heritage Point

All mitigations / conditions of approval must be included in project agreement and/or legal documents.

Compliance with mitigations / conditions of approval must be documented prior to final payment of County funds

Mitigation Measure(s)	Source	Method and date County staff informed Project Sponsor	Included in County loan document and /or project agreement	Verification of Mitigation Measure(s)	Responsible for implementation	Mitigation Timing	Responsible for monitoring and reporting on implementation	Monitoring and reporting frequency	Verification of compliance	Date completed
Cultural Resources CR1 CR2	Northwest Information Center letter Cultural Resources Evaluation December 2014		<input type="checkbox"/>	<input type="checkbox"/> Contra Costa County Approved Construction Plans	Project sponsor, archaeologist	Ongoing	Archeologist and contractor	ongoing	<input type="checkbox"/> Letter from archeologist <input type="checkbox"/> Copy of Final approved Building Permit	
Soil Suitability SS1	Geotechnical Peer Review June 2014		<input type="checkbox"/>	<input type="checkbox"/> Contra Costa County Approved Construction Plans	Project sponsor, architect	Pre and post construction	Architect and contractor	ongoing	<input type="checkbox"/> Letter from architect <input type="checkbox"/> Copy of Final approved Building Permit	
Geotechnical Peer Review GPR1	Geotechnical Peer Review June 2014		<input type="checkbox"/>	<input type="checkbox"/> Contra Costa County Approved Construction Plans	Project sponsor, architect	Pre and post construction	Architect and contractor	ongoing	<input type="checkbox"/> Letter from architect <input type="checkbox"/> Copy of Final approved Building	

									Permit	
Construction Noise CR1 CR2 CR3 CR4 CR5 CR6	Contra Costa County Building Inspection Requirements		<input type="checkbox"/>	<input type="checkbox"/> Contra Costa County Approved Construction Plans	Project sponsor, architect	Pre and post construction	Architect and contractor	ongoing	<input type="checkbox"/> Letter from architect <input type="checkbox"/> Copy of Final approved Building Permit	
Asbestos and Lead-Based Paint ACM1 LBP1	Buildings on site older than 1978 proposed to be demolished		<input type="checkbox"/>	<input type="checkbox"/> Contra Costa County Construction Plans	Asbestos and lead based paint licensed contractor	Pre and post demolition	Architect and contractor	Once – after demolition	<input type="checkbox"/> Certification/ permit post demolition	
Air Filtration Systems AFS1	California Air Resources Board Guidelines		<input type="checkbox"/>	<input type="checkbox"/> Contra Costa County Construction Plans	Project sponsor, architect	Pre and post construction	Architect and contractor	ongoing	<input type="checkbox"/> Letter from architect <input type="checkbox"/> Copy of Final approved Building Permit	
Storm Water Management and Discharge Control Ordinance SWM1	Contra Costa County C.3 Requirements		<input type="checkbox"/>	<input type="checkbox"/> Contra Costa County Construction Plans	Project sponsor, architect	ongoing	Architect and contractor	ongoing	<input type="checkbox"/> Copy of approval from County Public Works Department	

Landscape Plan LP1	Contra Costa County Development Plan COAs			<input type="checkbox"/> Contra Costa County Construction Plans	Project sponsor, architect	Pre and post construction	Architect and contractor	ongoing	<input type="checkbox"/> Letter from architect <input type="checkbox"/> Copy of Final approved Building Permit	
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CR1. In the event that during grading, scraping, or excavation archaeological features, such as a concentration of artifacts, culturally modified soil (midden) or shell are encountered within the parcel where Heritage Point is proposed to be built, all work should be halted in the vicinity of the find. A qualified archaeologist should be contacted immediately to make an evaluation. If a concentration of artifacts or soil deposits is discovered that seems to represent an actual site, it is also recommended that a qualified archaeologist, who is trained to properly record and recover such potentially significant cultural material, should monitor further work in the discovery area.

Artifacts that are typically associated with prehistoric sites include humanly modified stone, shell, bone or other cultural materials such as charcoal, ash and burned rocks indicative of food procurement or processing activities. Prehistoric domestic features include hearths, firepits, or house or floor depressions whereas human skeletal remains or discrete human burials in a prepared pit or depression in the culturally modified soil deposit typically represent mortuary features. Historic artifacts potentially include all byproducts of human land use greater than 50 years of age.

As recommended by the NIC, any discovered archaeological material should be properly recorded using the appropriate DPR 523 form; the recording form should be submitted to the NIC so that an official site numerical designation can be assigned. It is also recommended that a copy of the site recording form should also be submitted with the final report to the Contra Costa County Department of Conservation and Development for their files.

CR2. Should human skeletal remains be encountered (especially if no monitor is present), all work must stop in the immediate vicinity of the discovered remains and the County Coroner as well as a qualified archaeologist must be notified immediately so proper evaluation can be performed. Procedures from this point on are as described by law. If the remains are deemed to be Native American and prehistoric, the Native American Heritage Commission should be contacted by the Coroner so that a "Most Likely Descendant" (MLD) can be designated and discussions regarding protection of the discovered remains can begin.

SS1. All of the following mitigation measures are to reduce the impact of potential geologic, geotechnical and seismic hazards to less-than-significant.

- A. At least 30 days prior to the issuance of grading or building permits, the developer shall submit to the County peer Geologist for review and approval, a design-level geotechnical report to provide specific standards and criteria for foundation and pavement design developed in accordance with the California Building Code and County Code requirements on the basis of adequate subsurface data and laboratory testing. The constraints on use of expansive soils near finished grade should be evaluated in the report. It is also anticipated that the design-level geotechnical report shall provide California Building Code seismic parameters, and lot drainage recommendations, along with recommendations for geotechnical monitoring services during site preparation work, grading and foundation-related work on the site. The design-level geotechnical report shall also provide the following: (a) screening investigation of liquefaction potential. Based on the data provided and review of that data by the County peer review geologist, the screening investigation may be adequate to determine that further evaluation of liquefaction potential is not required; and (b) provide specific criteria and standards for site grading, drainage and foundation design, (including the design of the bio-retention facilities, and their proximity to planned improvements).
- The design-level geotechnical report is subject to technical review by the County's Peer Review Geologist, and by review and approval of the Building Inspection Division.
- B. Following rough grading the geotechnical engineer shall perform corrosivity testing of the building pad to determine if special precautions shall be required to avoid damage to improvements that are in contact with the ground (concrete or steel).

- C. Prior to the issuance of building permits, the geotechnical engineer shall certify that the lot preparation work is in compliance with recommendations in the approved design-level report. During foundation work, the geotechnical engineer shall provide observation services to ensure the geotechnical recommendations are properly implemented by the contractor. Prior to requesting a final building inspection, the County Building Inspection Division may require documentation of the geotechnical engineer's observation services during final grading/ foundation work/ lot drainage. The intent of such documentation is to ensure that the lot/ building improvements are in conformance with recommendations in the approved design-level report.

The design-level geotechnical report is subject to technical review by the County's Peer Review Geologist, and by review and approval of the Building Inspection Division.

GPR1. Based on the finding of the Geotechnical Peer Review (as may be amended) conducted by Darwin Myer Associates, dated June 20, 2014, the conclusions listed on page 4 and 5 will be implemented.

CN1. All noise generating construction activities shall be limited to the hours of 7:30 A.M. to 5:30 P.M., Monday through Friday, and shall be prohibited on state and federal holidays on the calendar dates that these holidays are observed by the state or federal government as listed below:

New Year's Day (State and Federal)
Birthday of Martin Luther King, Jr. (State and Federal)
Washington's Birthday/Presidents' Day (State and Federal)
Lincoln's Birthday (State)
Cesar Chavez Day (State)
Memorial Day (State and Federal)
Independence Day (State and Federal)
Labor Day (State and Federal)
Columbus Day (State and Federal)
Veterans Day (State and Federal)
Thanksgiving Day (State and Federal)
Day after Thanksgiving (State)
Christmas Day (State and Federal)

For specific details on the actual day the state and federal holidays occur, please visit the following websites:

Federal/holidays: http://www.opm.gov/Operating_Status_Schedules/fedhol/2011.asp

California/holidays: <http://www.ftb.ca.gov/aboutFTB/holidays.shtml>

CN2. Utilize "quiet" models of air compressors and other stationary noise sources where technology exists.

CN3. Prohibit unnecessary idling of internal combustion engines.

CN4. Equip all internal combustion engine driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.

CN5. Locate stationary noise generating equipment as far as possible from noise sensitive receptors.

CN6. Designate a noise disturbance coordinator who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaints (e.g., starting too early, bad muffler, etc.) and institute reasonable measures warranted to correct the problem. Conspicuously post a telephone number for the disturbance coordinator at the construction site.

ACM1. If found on site, all asbestos-containing material found on the site must be removed prior to demolition in accordance with BAAQMD Regulation 11, Rule 2, including specific requirements for surveying, notification, removal, and disposal of material containing asbestos.

LBP1. If lead is found on site, then the project applicant is required to follow all applicable guidelines per the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.

AFS1. Install and maintain air filtration systems of fresh air supply either on an individual unit-by-unit basis, with individual air intake and exhaust ducts ventilating each unit separately, or through a centralized building ventilation system. The ventilation system should be certified to achieve a performance effectiveness, for example, to remove at least 85 percent of ambient PM_{2.5} concentrations from indoor areas. Air intakes should be located away from emission sources areas, such as major roadways.

SWM1. The project is required by condition of approval of the development plan to comply with the County's C.3 Requirements and the San Francisco Bay Regional Water Quality Control Board.

LP1. Prior to the issuance of building permit, a final landscaping plan shall be submitted for review and approval of the Department of Conservation and Development. The landscape plan shall comply with the State of California model water efficient landscape ordinance. The landscape plan shall be certified by a landscape architect to comply with state ordinance.

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DISPOSITION, DEVELOPMENT, AND LOAN AGREEMENT

Between

COUNTY OF CONTRA COSTA

And

HERITAGE POINT A/G, L.P.

Heritage Point Apartments

dated December 1, 2017

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT
(Heritage Point)

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT (the "Agreement") is dated December 1, 2017 and is by and among the County of Contra Costa, a political subdivision of the State of California (the "County"), Community Housing Development Corporation of North Richmond, a California nonprofit public benefit corporation (the "CHDC"), and Heritage Point A/G, L.P, a California limited partnership (the "Partnership").

RECITALS

A. The County has succeeded to the housing assets of the former Contra Costa County Redevelopment Agency (the "Former Agency") in accordance with California Health and Safety Code Section 34176. In its capacity as housing successor, the County owns certain real property, fronting the east side of Fred Jackson Way, between Grove Street and Chesley Avenue, in North Richmond, (the "Site").

B. Pursuant to a Disposition and Development Agreement dated as of May 9, 2017 by and between CHDC and the County (the "Initial DDA"), the County agreed to sell the Site to CHDC for the development of affordable housing and related residential and commercial improvements as a unified development.

C. The County has subdivided the Site into two parcels through a metes and bounds division, to facilitate the construction of forty-two (42) housing units and attendant improvements on one parcel of the Site (the "Housing Development") and commercial and retail improvements on the adjacent parcel of the Site (the "Commercial Development").

D. CHDC has formed the Partnership to facilitate the construction of the Housing Development. Concurrently herewith, the County and the Partnership are entering into a Disposition, Development, and Loan Agreement (the "DDLA") pursuant to which the County has agreed to sell to the Partnership, the portion of the Site on which the Housing Development will be constructed (the "Housing Property"). The County and CHDC are also entering into an Amended and Restated Disposition and Development Agreement which will replace the Initial DDA regarding the sale to CHDC of the portion of the Site on which the Commercial Development will be constructed.

E. The County, as housing successor to the Former Agency, has Low and Moderate Income Housing Asset Funds (the "Affordable Housing Funds") which must be used in compliance with the Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.) as amended by California Health and Safety Code Section 34176.1. The County previously loaned CHDC Eight Hundred Seventy-Seven Thousand Two Hundred Dollars (\$877,200) of Affordable Housing Funds to assist in predevelopment costs for the development of the Site (the "Predevelopment Loan").

F. In support of the construction of the Housing Development, the County has agreed to: (i) assign the Predevelopment Loan to the Partnership, (ii) forgive the accrued interest on the Predevelopment Loan to CHDC, and (iii) provide new financing to the Partnership (the "New Financing") pursuant to the DDLA.

G. Concurrent with the assignment and assumption of the Predevelopment Loan, the documents evidencing the Predevelopment Loan will be terminated and replaced with the DDLA.

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 CHDC. CHDC 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 Predevelopment Loan.

b. 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 Predevelopment Loan.

2. Forgiveness of Interest. Subject to the Partnership's execution of the DDLA, the County agrees to forgive to CHDC, all interest on the Predevelopment Loan accrued as of the date of the transfer of the Housing Property to the Partnership.

3. Assignment of Predevelopment Loan.

a. Assignment. CHDC hereby assigns to the Partnership all of CHDC's rights, title, and interest in and obligations under the Predevelopment Loan (the "Assignment").

b. Assumption. The Partnership hereby accepts the Assignment and assumes CHDC's obligation to repay the Predevelopment Loan, in accordance with the terms of a promissory note from the Partnership to the County to be executed concurrently with the DDLA.

c. County Consent. Subject to the Partnership's execution of the DDLA, the County consents to the Assignment.

4. Termination of Predevelopment Loan Documents. Upon execution of the DDLA by the Partnership, the documents evidencing the Predevelopment Loan will terminate and will be superseded by the DDLA.

5. 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.

6. 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.

7. Successors and Assigns. This Agreement binds and inures to the benefit of the legal representatives, heirs, successors and assigns of the parties.

8. California Law. The laws of the State of California govern all matters arising out of this Agreement.

9. 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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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

CHDC:

Community Housing Development Corporation of
North Richmond, a California nonprofit public
benefit corporation

By: _____
Donald Gilmore, Executive Director

PARTNERSHIP:

Heritage Point A/G, L.P.,
a California limited partnership

By: Heritage Point A/G LLC,
a California limited liability company,
its general partner

By: Community Housing Development
Corporation of North Richmond, a
California nonprofit public benefit
corporation, its sole member/manager

By: _____
Donald Gilmore, 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

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

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax \$_____

- ☒] computed on full value of property conveyed, or
☐] computed on full value less value of liens or encumbrances remaining at time of sale,
☐] Unincorporated Area

For valuable consideration, the receipt of which is hereby acknowledged, the County of Contra Costa, a political subdivision of the State of California acting in its capacity as housing successor of the former Contra Costa County Redevelopment Agency in accordance with California Health and Safety Code Section 34176 ("Grantor"), hereby grants to Heritage Point A/G, L.P., a California limited partnership ("Grantee"), the real property (the "Property") described in Exhibit A attached hereto and incorporated in this grant deed (this "Grant Deed") by this reference.

1. The Property is conveyed subject to the Disposition, Development, and Loan Agreement entered into by and between Grantor and Grantee dated as of December 1, 2017 (the "DDLA"), a memorandum of which is recorded against the Property in the official records of Contra Costa County concurrently herewith. Capitalized terms used, but not defined, in this Grant Deed have the meaning set forth in the DDLA.

2. The DDLA contains provisions, among others, regarding the construction of improvements of the Property, the use and maintenance of the Property, restrictions on transfer of the Property, and the rights of the Grantor to possession of the Property.

3. Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a)

and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Grantee or any person claiming under or through Grantee, establish or permit any 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. With respect to familial status, this paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in this paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to this paragraph. The foregoing covenant shall run with the land.

4. All deeds, leases or contracts made relative to the Property, Improvements thereon or any part thereof, must contain or be subject to substantially the following non-discrimination clauses:

a. In Deeds:

"(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee, establish or permit any 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 herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

b. In Leases:

"(1) Lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926,

12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee or any person claiming under or through the lessee, 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 in the premises herein leased.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

c. In Contracts:

"(1) There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) and (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee 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 of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1)."

5. To the fullest extent permitted by law and equity, the covenants contained in this Grant Deed are, without regard to technical classification or designation, legal or otherwise specifically provided in this Grant Deed, binding for the benefit of and in favor of and enforceable by Grantor, its successor and assigns, and any successor in interest to the Property or any part thereof. Such covenants shall run in favor of Grantor and such aforementioned parties for the entire period during which such covenants are in force and effect, without regard to whether Grantor is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, Grantor and such aforementioned parties have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The

covenants contained in this Grant Deed are for the benefit of and are enforceable only by Grantor, its successors, and such aforementioned parties.

6. Only Grantor, its successors and assigns, and Grantee and the successors and assigns of Grantee in and to all or any part of the fee title to the Property have the right to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed or to subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of Grantee is defined to include only those parties who hold all or any part of the Property in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property.

7. In the event there is a conflict between the provisions of this Grant Deed and the DDLA, it is the intent of the parties hereto and their successors in interest that the DDLA will control.

8. This Grant Deed may be executed and recorded in two or more counterparts, each of which shall be considered for all purposes a fully binding agreement between the parties.

9. Sections 1 through 6 of this Grant Deed are subject to and subordinate in priority to that certain Rental Assistance Demonstration (RAD) Use Agreement between the U.S. Department of Housing and Urban Development and Grantee, recorded contemporaneously herewith in the Official Records of Contra Costa County.

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IN WITNESS WHEREOF, the parties hereto are executing this Grant Deed as of
December _____, 2017.

GRANTOR:

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

GRANTEE:

Heritage Point A/G, L.P.,
a California limited partnership

By: Heritage Point A/G LLC,
a California limited liability company,
its general partner

By: Community Housing Development
Corporation of North Richmond, a
California nonprofit public benefit
corporation, its sole member/manager

By: _____
Donald Gilmore, 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
(Property Description)

The real property located in the unincorporated area of the County of Contra Costa, State of California, described as follows:

All of Lots 1, 2, 26 through 34, and a portion of Lots 24 and 25 in Block 69, as shown on that certain map entitled, "Map of North Richmond Land and Ferry Co. Tract No. 2" filed for record September 19, 1911 in Book 5 of maps, at Page 124, Contra Costa County Records, described as follows:

Beginning at the Northwestern corner of said Lot 1, said point being at the intersection of the Easterly line of 3rd Street (70 feet wide) (formerly Seventh Street) with the Southerly line of Grove Avenue (60 feet wide) (formerly Park Avenue) as said Street and Avenue are shown on said map; thence along the said Southerly line of Grove Avenue, North 89°59'00" East, 50.01 feet to the Northeasterly corner of said Lot 2; thence leaving last said line and along the Easterly line of said Lot 2, South 00°01'31" East, 99.98 feet to the Southeasterly corner of said Lot 2, said point being on the Northerly line of said Lot 34; thence along last said line, North 89°59'00" East, 50.03 feet to the Northeasterly corner of said Lot 34; thence along the Easterly lines of said Lots 34 through 26, South 00°02'03" East, 230.72 feet to the Southeasterly corner of said Lot 26; thence along the Southerly line of said Lot 26, South 89°59'40" West, 50.06 feet to the Northeasterly corner of said Lot 24; thence along the Easterly line of said Lot 24, South 00°01'33" East, 36.54 feet; thence leaving last said line, South 89°59'40" West, 50.07 feet to said Easterly line of 3rd Street; thence along last said line, North 00°01'00" West, 367.22 feet to the Point of Beginning.

APN: 409-080-001, 014, 015, 016, 020 and portion 409-080-013

**PROMISSORY NOTE
(CBDG and Housing Fund Loan)**

\$5,890,254

Martinez, California
December 1, 2017

FOR VALUE RECEIVED, the undersigned Heritage Point A/G, 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 Five Million Eight Hundred Ninety Thousand Two Hundred Fifty-Four Dollars (\$5,890,254) 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 Disposition Development and Loan Agreement between Borrower and Holder of even date herewith (the "DDLA").

1. Borrower's Obligation. This promissory note (the "Note") evidences Borrower's obligation to repay Holder the principal amount of Five Million Eight Hundred Ninety Thousand Two Hundred Fifty-Four Dollars (\$5,890,254) with interest for the funds loaned to Borrower by Holder to finance the rehabilitation of the Development pursuant to the DDLA. The Loan is composed of Two Million Nine Hundred Thousand Dollars (\$2,900,000) of CBDG Funds and Two Million Nine Hundred Ninety Thousand Two Hundred Fifty-Four Dollars (\$2,990,254) of Housing Funds.

2. Interest.

(a) Subject to the provisions of Subsection (b) below, the Loan bears simple interest at a rate of three percent (3%) per annum from the date of disbursement until full repayment of the principal balance of the Loan.

(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 3.8 of the DDLA. 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 DDLA.

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 3.10 of the DDLA which Section 3.10 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.

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 DDLA, 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.

Heritage Point A/G, L.P.,
a California limited partnership

By: Heritage Point A/G LLC,
a California limited liability company,
its general partner

By: Community Housing Development Corporation of North
Richmond, a California nonprofit public benefit
corporation, its sole member/manager

By: _____
Donald Gilmore, 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

DEED OF TRUST WITH ASSIGNMENT OF RENTS,
SECURITY AGREEMENT, AND FIXTURE FILING
(Heritage Point Apartments)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of December 1, 2017, by and among Heritage Point A/G, L.P., a California limited partnership ("Trustor"), Old Republic 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 1.5 below) until paid in full or cancelled, and (ii) any other amounts owing under the Loan Documents (defined in Section 1.4 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 "DDLA" means that certain DDLA 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 Five Million Five Hundred Sixteen Thousand Five Hundred Eighty-Four Dollars (\$5,516,584).

Section 1.2 The term "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

Section 1.3 The term "Loan" means the loan made by Beneficiary to Trustor in the amount of Five Million Eight Hundred Ninety Thousand Two Hundred Fifty-Four Dollars (\$5,890,254).

Section 1.4 The term "Loan Documents" means this Deed of Trust, the Note, the DDLA, and the Regulatory Agreement, and any other agreements, debt, loan or security instruments between Trustor and Beneficiary relating to the Loan.

Section 1.5 The term "Note" means the promissory notes of even date herewith, executed by Trustor in favor of Beneficiary, as it may be amended or restated, in the principal amount of Five Million Eight Hundred Ninety Thousand Two Hundred Fifty-Four Dollars (\$5,890,254), 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 DDLA.

Section 1.6 The term "Principal" means the amounts required to be paid under the Note.

Section 1.7 The term "Regulatory Agreement" means the County Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith by and between Beneficiary and Trustor and recorded concurrently herewith.

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 DDLA. 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 DDLA, 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 5.7 of the DDLA 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 DDLA. 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.

Beneficiary shall provide notice of an Event of Default in the manner set forth in the DDLA.

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.

- (a) 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.

(b) 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.

(c) 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.

(a) 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.

(b) 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:

Heritage Point A/G, L.P.
c/o Community Housing Development Corporation of North Richmond
1535A Fred Jackson Way
Richmond, California 94801
Attention: Executive Director

With a copy to:

Raymond James California Housing Opportunities Fund VI L.L.C.
c/o Raymond James Tax Credit Funds, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Attention: Steven J. Kropf, President

and:

Bocarsly Emden Cowan Esmail & Arndt LLP

633 West Fifth Street, 64th Floor
Los Angeles, California 90071
Attention: Kyle Arndt, Esq.

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.

Heritage Point A/G, L.P.,
a California limited partnership

By: Heritage Point A/G LLC,
a California limited liability company,
its general partner

By: Community Housing Development Corporation of North
Richmond, a California nonprofit public benefit
corporation, its sole member/manager

By: _____
Donald Gilmore, 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

The land is situated in the State of California, County of Contra Costa, and is described as follows:

The real property located in the unincorporated area of the County of Contra Costa, State of California, described as follows:

All of Lots 1, 2, 26 through 34, and a portion of Lots 24 and 25 in Block 69, as shown on that certain map entitled, "Map of North Richmond Land and Ferry Co. Tract No. 2" filed for record September 19, 1911 in Book 5 of maps, at Page 124, Contra Costa County Records, described as follows:

Beginning at the Northwestern corner of said Lot 1, said point being at the intersection of the Easterly line of 3rd Street (70 feet wide) (formerly Seventh Street) with the Southerly line of Grove Avenue (60 feet wide) (formerly Park Avenue) as said Street and Avenue are shown on said map; thence along the said Southerly line of Grove Avenue, North 89°59'00" East, 50.01 feet to the Northeasterly corner of said Lot 2; thence leaving last said line and along the Easterly line of said Lot 2, South 00°01'31" East, 99.98 feet to the Southeasterly corner of said Lot 2, said point being on the Northerly line of said Lot 34; thence along last said line, North 89°59'00" East, 50.03 feet to the Northeasterly corner of said Lot 34; thence along the Easterly lines of said Lots 34 through 26, South 00°02'03" East, 230.72 feet to the Southeasterly corner of said Lot 26; thence along the Southerly line of said Lot 26, South 89°59'40" West, 50.06 feet to the Northeasterly corner of said Lot 24; thence along the Easterly line of said Lot 24, South 00°01'33" East, 36.54 feet; thence leaving last said line, South 89°59'40" West, 50.07 feet to said Easterly line of 3rd Street; thence along last said line, North 00°01'00" West, 367.22 feet to the Point of Beginning.

APN: 409-080-001, 014, 015, 016, 020 and portion 409-080-013

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Director

No fee for recording pursuant to
Government Code Section 27383

REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
Heritage Point Apartments
(Affordable Housing Funds and CDBG Funds)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement") is dated December 1, 2017 and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Heritage Point A/G, 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 Regulatory Agreement.

B. The County has succeeded to the housing assets of the former Contra Costa County Redevelopment Agency (the "Former Agency") in accordance with California Health and Safety Code Section 34176. In its capacity as housing successor, the County owns six parcels of real property, fronting the east side of Fred Jackson Way, between Grove Street and Chesley Avenue, in North Richmond, commonly referred to as the Heritage Point Unified Development Area (and formerly known as the Grove Point Unified Development Area) (the "Site"). The Site is located within the North Richmond Redevelopment Project Area (the "Project Area").

C. The Site has been identified as a "housing asset" pursuant to California Health and Safety Code Section 34176. The Oversight Board of the Contra Costa County Successor Agency and the California Department of Finance have approved such identification. The Former Agency acquired the Site using the Former Agency's low and moderate housing fund, which was established pursuant to California Health and Safety Code Section 33334.2.

D. The County has subdivided the Site into a "Commercial Parcel" and a "Residential Parcel" through a metes and bounds division. The "Residential Parcel" is more

particularly described in Exhibit A attached to and incorporated into this Agreement (the "Property").

E. Pursuant to a Disposition, Development, and Loan Agreement dated December 1, 2017 (the "DDLA"), the County is conveying the Property to Borrower. Borrower intends to construct forty-two (42) housing units on the Property for rental to extremely low and very low income households, including one (1) manager's unit (the "Development"). The Development, as well as all landscaping, roads and parking spaces on the Property and any additional improvements on the Property, are the "Improvements".

F. The County has received Community Development Block Grant Program ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (42 USC 5301, et seq.), as amended ("CDBG Funds"). The CDBG Funds must be used by the County in accordance with 24 C.F.R. Part 570.

G. The County, as housing successor to the Former Agency, has Low and Moderate Income Housing Asset Funds (the "Affordable Housing Funds") which must be used in compliance with the Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.) as amended by California Health and Safety Code Section 34176.1 (the "Community Redevelopment Law").

H. Pursuant to the DDLA the County is lending Borrower Five Million Eight Hundred Ninety Thousand Two Hundred Fifty-Four Dollars (\$5,890,254) (the "Loan"), comprised of Two Million Nine Hundred Thousand Dollars (\$2,900,000) of CDBG Funds and Two Million Nine Hundred Ninety Thousand Two Hundred Fifty-Four Dollars (\$2,990,254) in Affordable Housing Funds.

I. The County has the authority to lend the 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 (i) the Affordable Housing Funds pursuant to California Health and Safety Code Section 34176.1, and (ii) the CDBG Funds pursuant to 24 C.F.R. 570.202.

J. The County has agreed to make the Loan on the condition that Borrower maintain and operate the Development in accordance with restrictions set forth in this Regulatory Agreement and in the related documents evidencing the Loan, and with California Health and Safety Code Sections 33334.2 et seq., 33413(a) and 33413(b). In order to ensure that the Development will be used and operated in accordance with these conditions and restrictions, the County and Borrower wish to enter into this Regulatory Agreement.

K. As a condition of making the Loan, the County is restricting twenty (20) of the Units pursuant to this Regulatory Agreement.

L. The County intends to apply the designated Units developed pursuant to this Agreement toward the satisfaction of the statutorily-mandated affordable housing production requirements for the Project Area under California Health and Safety Code Section 33413(b)(2)

and to meet any replacement housing requirements applicable to the Project Area pursuant to the Community Redevelopment Law.

M. In consideration of receipt of the 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) below.
- (b) "Actual Household Size" means the actual number of persons in the applicable household.
- (c) "Adjusted Income" means the total anticipated annual income of all persons in a household, as calculated in accordance with 25 California Code of Regulations Section 6914, or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of adjusted income. In the event that no such program exists, the County shall provide Borrower with a reasonably similar method of calculation of adjusted income as provided in said Section 6914.
- (d) "Affordable Housing Funds" has the meaning set forth in Paragraph G 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).
- (f) "CDBG" has the meaning set forth in Paragraph F of the Recitals.
- (g) "CDBG Funds" has the meaning set forth in Paragraph F of the Recitals.
- (h) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the County to certify that the Development may be legally occupied.
- (i) "Community Redevelopment Law" has the meaning set forth in Paragraph G of the Recitals.
- (j) "County-Assisted Units" means the twenty (20) Units to be constructed on

the Property that are designated as assisted by the Loan.

(k) "County Documents" means the documents evidencing the Loan including this Regulatory Agreement, the Note, the DDLA, the Deed of Trust and the following additional documents between the County and Borrower to be recorded against the Property: the Notice of Affordability Restrictions on Transfer of Property, the Grant Deed, and the Memorandum of DDLA.

(l) "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, Old Republic Title Company, as trustee, and the County, as beneficiary, that encumbers the Property to secure repayment of the Loan and Borrower's performance of the County Documents.

(m) "Development" has the meaning set forth in Paragraph E of the Recitals.

(n) "DDLA" has the meaning set forth in Paragraph E of the Recitals.

(o) "Extremely Low Income Household" means a household with an Adjusted Income that does not exceed the qualifying limits for extremely low income households, adjusted for Actual Household Size, as established and amended from time to time by the Secretary of Housing and Urban Development and defined in Section 5.603(b) of Title 24 of the Code of Federal Regulations, and as published by HCD. In the event the federal standards are discontinued, HCD shall, by regulation, establish income limits for extremely low income households for all geographic areas of the state at thirty percent (30%) of Median Income, adjusted for family size and revised annually.

(p) "Extremely Low Income Rent" has the meaning set forth in 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) "Former Agency" has the meaning set forth in Paragraph B of the Recitals.

(s) "Forty-Five Percent Income Household" means a household with an Adjusted Income that does not exceed Forty-Five Percent (45%) of Median Income, adjusted for Actual Household Size.

(t) "Forty-Five Percent Income Rent" has the meaning set forth in Section 2.2(b) below.

(u) "Forty-Five Percent Income Units" means the Units which, pursuant to Section 2.1(b) below, are required to be occupied by Forty-Five Percent Income Households.

(v) "HCD" means the State of California Department of Housing and Community Development.

- (w) "HUD" has the meaning set forth in Paragraph F of the Recitals.
- (x) "Improvements" has the meaning set forth in Paragraph E of the Recitals.
- (y) "Loan" has the meaning set forth in Paragraph H of the Recitals.
- (z) "Low Income Household" means a household with an Adjusted Income that does not exceed Sixty Percent (60%) of Median Income, adjusted for Actual Household Size.
- (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 or Assumed Household Size as specified herein) in Contra Costa County, California, as published from time to time by HCD. 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 which are reasonably similar with respect to methods of calculation to those previously published by HCD.
- (dd) "Note" means the promissory note that evidences Borrower's obligation to repay the Loan, as such may be amended from time to time.
- (ee) "Project Area" has the meaning set forth in Paragraph B of the Recitals.
- (ff) "Property" has the meaning set forth in Paragraph D of the Recitals.
- (gg) "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.
- (hh) "Site" has the meaning set forth in Paragraph B of the Recitals.
- (ii) "Tenant" means the tenant household that occupies a Unit in the Development.
- (jj) "Tenant Selection Plan" has the meaning set forth in Section 4.3(b).
- (kk) "Unit(s)" means one (1) or more of the units in the Development.

(ll) "Very Low Income Household" means a household with an Adjusted Income that does not exceed the qualifying limits for very low income households, adjusted for Actual Household Size, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, and as published by HCD. In the event the federal standards are discontinued, HCD shall, by regulation, establish income limits for very low income households for all geographic areas of the state at fifty percent (50%) of Median Income, adjusted for family size and revised annually.

(mm) "Very Low Income Rent" has the meaning set forth in Section 2.2(c) below.

(nn) "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 five (5) Units to be rented to and occupied by or, if vacant, available for occupancy by, Extremely Low Income Households.

(b) Forty-Five Percent Income Units. During the Term Borrower shall cause one (1) Unit to be rented to and occupied by or, if vacant, available for occupancy by, a Forty-Five Percent Income Household.

(c) Very Low Income Units. During the Term Borrower shall cause fourteen (14) Units to be rented to and occupied by or, if vacant, available for occupancy by, Very Low 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	Forty-Five Percent Income Unit	Very Low Income Units
One-Bd.	5	1	
Two-Bd.			8
Three-Bd.			6
Total	5	1	14

(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) In compliance with the Accessibility Requirements, a minimum of three (3) units in the Development must be constructed to be fully accessible to households with a mobility impaired member and an additional one (1) unit in the Development must be constructed to be fully accessible to hearing and/or visually impaired persons. 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 Improvements comply with all federal and state accessibility requirements applicable to the Improvements.

(3) 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 construct the Improvements in accordance with the Accessibility Requirements. The requirements in this Subsection survive repayment of the Loan and the reconveyance of the Deed of Trust.

2.2 Allowable Rent.

(a) Extremely Low Income Rent. Subject to the provisions of Section 2.4 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-Five Percent Income Rent. Subject to the provisions of Section 2.4 below, the Rent paid by Tenants of Forty-Five Percent Income Units may not exceed one-twelfth (1/12) of thirty percent (30%) of Forty-Five Percent (45%) of Median Income, adjusted for Assumed Household Size.

(c) 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 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 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. 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 Extremely Low Income but below Very Low Income Limit. 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 above the qualifying limit for an Extremely Low Income Household, but not above 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 maximum Rent specified in Section 2.2(a), 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 above Forty-Five Percent Income but below Very Low Income Limit. If, upon the annual certification of the income of a Tenant of a Forty-Five Percent Income Unit, Borrower determines that the income of the Tenant has increased above the qualifying limit for a Forty-Five Percent Income Household, but not above 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 a Forty-Five Percent Income Rent. Borrower shall then rent the next available Unit to a Forty-Five Percent Income Household to comply with the requirements of Section 2.1(b) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(b), or re-designate another comparable Unit in the Development with a Forty-Five Percent Income Household a Forty-Five 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-Five Percent Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(c) Increased Income above Very Low Income but below Low Income Limit. If, upon the annual certification of the income of a Tenant of a County-Assisted 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 a Rent not exceeding the applicable maximum Rent specified in Section 2.2. Borrower shall then rent the next available Unit to an Extremely Low Income Household, Forty-Five Percent Income Household, or Very Low Income Household to comply with the requirements of Section 2.1 above, at a Rent not exceeding the maximum Rent specified in Section 2.2, or re-designate another comparable Unit in the Development with an Extremely Low Income Household, Forty-Five Percent Income Household, or Very Low Income Household, as a County-Assisted Unit, to comply with the requirements of Section 2.1 above. Upon renting the next available Unit in accordance with Section 2.1 or re-designating another Unit in the Development as an Extremely Low Income Unit, Forty-Five Percent Income Unit, or Very Low Income Unit, as a County-Assisted Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(d) 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 one-twelfth (1/12) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and

(2) Rent the next available Unit to an Extremely Low Income Household, Forty-Five Percent Income Household, or Very Low Income Household to comply with the requirements of Section 2.1 above as applicable, at a Rent not exceeding the applicable maximum Rent specified in Section 2.2, or designate another comparable Unit that is occupied by an Extremely Low Income Household, Forty-Five Percent Income Household, or Very Low Income Household, 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(d), the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(e) 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.

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 County Documents to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this 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 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 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. 570.506. 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 Loan funds;
- (ii) Records demonstrating the eligibility of activities under the CDBG regulations set forth in 24 C.F.R. 570 et seq., and that use of the CDBG Funds meets one of the national objectives of the CDBG program set forth in 24 C.F.R. Section 570.208;
- (iii) Records demonstrating compliance with the HUD property standards and lead-based paint requirements and the maintenance requirements set forth in Section 5.6;
- (iv) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;
- (v) Financial records as required by 24 C.F.R. 570.502, and 2 C.F.R. Part 200;
- (vi) Records demonstrating compliance with the CDBG marketing, tenant selection, affordability, and income requirements;
- (vii) Records demonstrating compliance with MBE/WBE requirements;
- (viii) Records demonstrating compliance with 24 C.F.R. Part 135 which implements Section 3 of the Housing Development Act of 1968;
- (ix) 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
- (x) 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 County Documents and Program Requirements. Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the County Documents; (ii) all requirements imposed on projects assisted with Affordable Housing Funds as contained in the Community Redevelopment Law; (iii) all requirements imposed on projects assisted with CDBG Funds as contained in 42 U.S.C. 5301, et seq., 24 C.F.R. Part 570, and other implementing rules and regulations; and (iv) any other regulatory requirements imposed on the Development.

4.3 Marketing Plan; Tenant Selection Plan.

(a) Marketing Plan.

(1) No later than six (6) months prior to the date construction 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 Regulatory Agreement (the "Marketing Plan").

(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 completion of the Development is projected to be complete, Borrower will be in default of this Regulatory Agreement.

(b) Tenant Selection Plan.

(1) No later than six (6) months prior to the date construction 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").

(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 construction of the Development is projected to be complete, Borrower will be in default of this Regulatory Agreement.

4.4 Lease Provisions.

(a) No later than four (4) months prior to the date construction 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'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 Regulatory Agreement, the other County Documents and must, among other matters:

(1) provide for termination of the lease for failure to: (i) provide any information required under this 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 Regulatory Agreement, or (ii) qualify as an Extremely Low Income Household, Forty-Five Percent Income Household, or 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.

(3) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 2.1(e) 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.

4.5 Lease Termination. Any termination of a lease or refusal to renew a lease for a County-Assisted Unit within the Development must be in conformance with 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 CDBG Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the CDBG Funds as set forth in 24 C.F.R. Part 570. In the event of any conflict between this Regulatory Agreement and applicable laws and regulations governing the use of the Loan funds, the applicable laws and regulations govern.

(b) The laws and regulations governing the use of the Loan funds include (but are not limited to) the following:

(i) 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;

(ii) 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;

(iii) 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;

(iv) 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;

(v) 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;

(vi) 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.; 24 C.F.R. 570.606; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq. If and to the extent that development

of the Development results 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 with respect to relocation planning, advisory assistance, and payment of monetary benefits. Borrower shall prepare and submit a relocation plan to the County for approval. Borrower is solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. Borrower shall indemnify, defend (with counsel reasonably chosen by the County), and hold harmless the County against all claims that arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the Development;

(vii) 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;

(viii) 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;

(ix) Uniform Administrative Requirements. The provisions of 24 C.F.R. 570.502 regarding cost and auditing requirements;

(x) 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 Regulatory Agreement:

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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).

(xi) Labor Standards. The labor requirements set forth in 24 C.F.R. Section 570.603; 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;

(xii) 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;

(xiii) 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;

(xiv) 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 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;

(xv) Flood Disaster Protection. The requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) (the "Flood Act"). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of the Flood Act, for use in an area identified by HUD as having special flood hazards which is not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of the Flood Act. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program is subject to the mandatory purchase of flood insurance requirements of Section 102(a) of the Flood Act. If the Property is located in an area identified by HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., the property owner and its successors or assigns must obtain and maintain, during the ownership of the Property, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(s) of the Flood Act. Such provisions are required notwithstanding the fact that the construction on the Property is not itself funded with assistance provided under this Agreement;

(xvi) Religious Organizations. If the Borrower is a religious organization, as defined by the CDBG requirements, the Borrower shall comply with all conditions prescribed by HUD for the use of CDBG 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. 570.200(j);

(xvii) 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;

(xviii) Conflict of Interest. The conflict of interest provisions set forth in 24 C.F.R. 570.611; and

(xix) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the 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 manager is also required.

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"). 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 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 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 Regulatory Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.4 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 Regulatory Agreement.

5.6 Property Maintenance.

(a) Borrower shall maintain, for the entire Term of this Regulatory Agreement, all interior and exterior Improvements, including landscaping in decent, safe and sanitary condition, and in good condition and repair, in accordance with the maintenance standards provided by the County (the "Maintenance Standards"). Borrower shall cause the Development to be: (i) maintained in accordance with 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, including but not limited to the lead-based paint requirements in 24 C.F.R. part 35; and (ii) free of all health and safety defects. 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 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 construction 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 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 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.

6.2 Application of Provisions. The provisions of this Regulatory Agreement apply to

the Property for the entire Term even if the Loan is paid in full prior to the end of the Term. This 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 Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.3 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this 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 Regulatory Agreement.

6.4 Enforcement by the County. If Borrower fails to perform any obligation under this Regulatory Agreement, and fails to cure the default within thirty (30) days after the County has notified Borrower in writing of the default or, if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within sixty (60) days, the County may enforce this Regulatory Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Calling the Loan. The County may declare a default under the Note, accelerate the indebtedness evidenced by the Note, and proceed with foreclosure under the Deed of Trust.

(b) 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 Regulatory Agreement, and may seek damages.

(c) Remedies Provided Under County Documents. The County may exercise any other remedy provided under the County Documents.

The County shall provide notice of a default to Borrower's limited partner in the manner set forth in Section 7.8 of the DDLA.

6.5 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 County Documents were made or entered into. Submission of this certification is a prerequisite for making or entering into the County 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.

6.6 Attorneys' Fees and Costs. In any action brought to enforce this 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.

6.7 Recording and Filing. The County and Borrower shall cause this Regulatory Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.8 Governing Law. This Regulatory Agreement is governed by the laws of the State of California.

6.9 Waiver of Requirements. Any of the requirements of this Regulatory Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this Regulatory Agreement extends to or affects any other provision of this Regulatory Agreement, and may not be deemed to do so.

6.10 Amendments. This 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.

6.11 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 Director

Borrower: Heritage Point A/G, L.P.
c/o Community Housing Development
Corporation of North Richmond
1535A Fred Jackson Way
Richmond, California 94801
Attention: Executive Director

Investor Limited
Partner: Raymond James California Housing Opportunities
Fund VI L.L.C.
c/o Raymond James Tax Credit Funds, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716
Attention: Steven J. Kropf, President

with a copy to: Bocarsly Emden Cowan Esmail & Arndt LLP
633 West Fifth Street, 64th Floor
Los Angeles, California 90071
Attention: Kyle Arndt, Esq.

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.12 Rights of Third Parties to Enforce Covenants. Notwithstanding any other provisions of law, all covenants and restrictions contained herein which implement Health and Safety Code Sections 33334.3 and/or 33413(b)(4), or successor provisions, shall run with the land and shall be enforceable by the County, and any of the parties listed in Health and Safety Code Section 33334.3(f)(7), so long as such provision or successor provision remains in effect.

6.13 Listing of Property in Database. Borrower hereby acknowledges and agrees that California Health and Safety Code Section 33418(c) requires that the Property be listed in a database that shall be made available to the public on the internet and which will include the street address, assessor's parcel number, and other information about the Property. The Borrower must disclose this requirement to all Tenants and prospective Tenants.

6.14 Severability. If any provision of this 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 Regulatory Agreement will not in any way be affected or impaired thereby.

6.15 Multiple Originals; Counterparts. This Regulatory Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

WHEREAS, this 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:

Heritage Point A/G, L.P.,
a California limited partnership

By: Heritage Point A/G LLC,
a California limited liability company,
its general partner

By: Community Housing Development
Corporation of North Richmond, a
California nonprofit public benefit
corporation, its sole member/manager

By: _____
Donald Gilmore, 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

The land is situated in the State of California, County of Contra Costa, and is described as follows:

The land is situated in the State of California, County of Contra Costa, and is described as follows:

The real property located in the unincorporated area of the County of Contra Costa, State of California, described as follows:

All of Lots 1, 2, 26 through 34, and a portion of Lots 24 and 25 in Block 69, as shown on that certain map entitled, "Map of North Richmond Land and Ferry Co. Tract No. 2" filed for record September 19, 1911 in Book 5 of maps, at Page 124, Contra Costa County Records, described as follows:

Beginning at the Northwestern corner of said Lot 1, said point being at the intersection of the Easterly line of 3rd Street (70 feet wide) (formerly Seventh Street) with the Southerly line of Grove Avenue (60 feet wide) (formerly Park Avenue) as said Street and Avenue are shown on said map; thence along the said Southerly line of Grove Avenue, North 89°59'00" East, 50.01 feet to the Northeasterly corner of said Lot 2; thence leaving last said line and along the Easterly line of said Lot 2, South 00°01'31" East, 99.98 feet to the Southeasterly corner of said Lot 2, said point being on the Northerly line of said Lot 34; thence along last said line, North 89°59'00" East, 50.03 feet to the Northeasterly corner of said Lot 34; thence along the Easterly lines of said Lots 34 through 26, South 00°02'03" East, 230.72 feet to the Southeasterly corner of said Lot 26; thence along the Southerly line of said Lot 26, South 89°59'40" West, 50.06 feet to the Northeasterly corner of said Lot 24; thence along the Easterly line of said Lot 24, South 00°01'33" East, 36.54 feet; thence leaving last said line, South 89°59'40" West, 50.07 feet to said Easterly line of 3rd Street; thence along last said line, North 00°01'00" West, 367.22 feet to the Point of Beginning.

APN: 409-080-001, 014, 015, 016, 020 and portion 409-080-013

GRANT AGREEMENT
Heritage Point Apartments
(Livable Communities Trust Fund)

This Grant Agreement ("Agreement") is dated December 1, 2017, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County") and COMMUNITY HOUSING DEVELOPMENT CORPORATION OF NORTH RICHMOND, a California nonprofit public benefit corporation ("Grantee").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The Board of Supervisors of Contra Costa County (the "Board") adopted Resolution No. 2002/262 as part of the July 9, 2002, approval of the Camino Tassajara Combined General Plan Amendment (the "Plan Amendment"). The resolution included conditions of approval that required the establishment of a Livable Communities Trust Fund (the "Trust Fund").

C. Through a board order dated November 15, 2005, the Board authorized the establishment of the Trust Fund, as identified in the Plan Amendment. The Trust Fund was established to implement the County's Smart Growth Action Plan. The goals of the Smart Growth Action Plan include enabling communities to meet affordable and regional fair share housing goals through the construction, development and renovation of affordable and senior housing.

D. The County has succeeded to the housing assets of the former Contra Costa County Redevelopment Agency (the "Former Agency") in accordance with California Health and Safety Code Section 34176. In its capacity as housing successor, the County owns certain real property, fronting the east side of Fred Jackson Way, between Grove Street and Chesley Avenue, in North Richmond, commonly referred to as the Heritage Point Unified Development Area (and formerly known as the Grove Point Unified Development Area), (the "Site"). The Site is located within the North Richmond Redevelopment Project Area (the "Project Area").

E. The Site has been identified as a "housing asset" pursuant to California Health and Safety Code Section 34176. The Oversight Board of the Contra Costa County Successor Agency and the California Department of Finance have approved such identification. The Former Agency acquired the Site using the Former Agency's low and moderate housing fund, which was established pursuant to California Health and Safety Code Section 33334.2.

F. Pursuant to a Disposition and Development Agreement dated as of May 9, 2017, by and between Grantee and the County (the "Initial DDA"), the County agreed to sell the Site to Grantee for the development of affordable housing and related residential and commercial improvements as a unified development.

G. The County has subdivided the Site into two parcels through a metes and bounds division, to facilitate the construction of forty-two (42) housing units for rental to extremely low

and very low income households, including one (1) manager's unit and attendant improvements (the "Development") on one parcel of the Site (the "Housing Parcel"), and commercial and retail improvements on the adjacent parcel of the Site. The Housing Parcel is more particularly described in Exhibit A. As contemplated by the Initial DDA, Grantee has formed Heritage Point A/G, L.P., a California limited partnership (the "Partnership") in order to qualify for certain financing for the development of the Development on the Housing Parcel.

H. The County and the Partnership are entering into a Disposition Development and Loan Agreement of even date herewith (the "DDLA"), pursuant to which the County is agreeing to transfer the Housing Parcel to the Partnership to facilitate the construction of the Development on the Housing Parcel.

I. Construction of the Development is not financially feasible in the absence of the County providing financial assistance to Grantee.

J. Subject to the terms of this Agreement, the County is granting funds to Grantee from the Trust Fund for the purpose of supporting construction of the Development.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1

DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following terms have the following meanings:

- (a) "Agreement" means this Grant Agreement.
- (b) "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.
- (c) "County" has the meaning set forth in the first paragraph of this Agreement.
- (d) "DDLA" has the meaning set forth in Paragraph H of the Recitals.
- (e) "Development" has the meaning set forth in Paragraph G of the Recitals.
- (f) "Expiration Date" has the meaning set forth in Section 2.3.
- (g) "Event of Default" has the meaning set forth in Section 4.1.
- (h) "Former Agency" has the meaning set forth in Paragraph D of the Recitals.

- Agreement.
- (i) "Grantee" has the meaning set forth in the first paragraph of this Agreement.
 - (j) "Grant Funds" has the meaning set forth in Section 2.1.
 - (m) "Housing Parcel" has the meaning set forth in Paragraph G of the Recitals.
 - (k) "Initial DDA" has the meaning set forth in Paragraph F of the Recitals.
 - (l) "Partnership" has the meaning set forth in Paragraph G of the Recitals.
 - (m) "Site" has the meaning set forth in Paragraph D of the Recitals.
 - (n) "Trust Fund" has the meaning set forth in Paragraph B of the Recitals.

Section 1.2 Exhibits

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A: Legal Description of the Housing Parcel
- Exhibit B: Approved Development Budget

ARTICLE 2 GRANT PROVISIONS

Section 2.1 Grant.

Subject to the conditions set forth in this Agreement, the County hereby grants to Grantee One Million Four Hundred Thirty-Two Thousand Eight Hundred Thirty Dollars (\$1,432,830) (the "Grant Funds") for the purpose set forth in Section 2.2 (Use of Grant Funds) below. The Grant Funds will be disbursed by the County upon the satisfaction of the conditions set forth in Section 2.5 (Conditions Precedent to Disbursement of Grant Funds) below.

Section 2.2 Use of Grant Funds.

Grantee shall use the Grant Funds to support the construction of the Development, consistent with the Approved Development Budget. Grantee may not use the Grant proceeds for any other purpose without the prior written consent of the County.

Section 2.3 Term.

This Agreement will remain in effect through April 30, 2020 (the "Expiration Date"). The County has no obligation to disburse the Grant Funds to Grantee after the Expiration Date.

Section 2.4 Special Conditions.

Upon the occurrence of either of the following events, (i) the County is relieved of any obligation to disburse the Grant Funds to Grantee, and (ii) Grantee shall repay all Grant Funds that have been disbursed by the County:

- (a) The Partnership fails to close on the loans it is obtaining to finance the construction of the Development on or before April 30, 2018;
- (b) The construction of the Development is not complete on or before the Expiration Date.

This section 2.4 will survive the expiration or termination of this Agreement.

Section 2.5 Conditions Precedent to Disbursement of Grant Funds.

The County is not obligated to disburse any portion of the Grant Funds 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) The Partnership has satisfied all conditions to disbursement set forth in Section 3.6 of the Disposition Development and Loan Agreement between the County and the Partnership of even date herewith;
- (c) All other documents and instruments required to be executed and delivered by the County, have been executed and delivered, all in form and substance satisfactory to the County;
- (d) All representations and warranties of Grantee set forth in this Agreement continuing to be true as of the disbursement date;
- (e) There exists no material adverse change in the financial condition of Grantee from that shown by the financial statements and other data and information furnished by Grantee to the County prior to the date of this Agreement; and
- (f) The County has received a written draw request from Grantee, including:
 - (i) certification that the condition set forth in Section 2.5(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. Grantee shall request such documentation from the Partnership as necessary to comply with this Section 2.5(f).

Section 2.6 Information.

Grantee shall provide any information reasonably requested by the County in connection with the Development and in connection with Grantee's use of the Grant Funds.

Section 2.7 Records.

Grantee shall maintain complete, accurate, and current records pertaining to this Agreement and its use of the Grant Funds for a period of five (5) years after the creation of such records, and shall permit any duly authorized representatives of the County to inspect and copy records.

Section 2.8 Construction and Operation of the Development.

Grantee shall cause the Partnership to construct and 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) the DDLA; and (2) any regulatory requirements imposed on the Partnership related to financing and rental subsidies provided to the Development.

Section 2.9 Nondiscrimination.

Grantee 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, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the use of the Grant.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 3.1 Representations and Warranties.

Grantee hereby represents and warrants to the County as follows:

(a) Organization. Grantee is a duly organized, validly existing California nonprofit public benefit corporation, and is 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 Grantee. Grantee has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver all 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 is being executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Grantee, and all actions required under Grantee's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement 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. This Agreement and all other documents or instruments that have been 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 Grantee enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement, nor the performance of any provision, condition, covenant or other term hereof, will 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 Grantee, or any provision of the organizational documents of Grantee, or will conflict with or constitute a breach of or a default under any agreement to which Grantee is a party.

(f) Pending Proceedings. Grantee 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 Grantee, threatened against or affecting Grantee, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Grantee, materially affect Grantee's ability to carry on its business.

(g) Financial Statements. The financial statements of Grantee and other financial data and information furnished by Grantee 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 Grantee from that shown by such financial statements and other data and information.

(h) Taxes. Grantee 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 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.

ARTICLE 4 DEFAULT AND REMEDIES

Section 4.1 Events of Default.

Any one or more of the following constitutes an "Event of Default" by Grantee under this Agreement:

(a) Breach of Covenants. If Grantee fails to duly perform, comply with or observe any condition, term, or covenant contained in this Agreement, including but not limited to the special conditions set forth in Section 2.4 (Special Conditions), and Grantee fails to cure such default within thirty (30) days after receipt of written notice from the County to Grantee.

(b) Default under Other Agreements. The occurrence of any event that acts,

or with the passage of time would act, to accelerate any indebtedness owed by Grantee or owed by the Partnership.

(c) Suspension. Grantee voluntarily suspends its business or the Grantee is dissolved or terminated.

Section 4.2 Remedies.

Upon the occurrence of an Event of Default on or prior to the Expiration Date, (i) the County is relieved of any obligation to disburse any undisbursed portion of the Grant, and (ii) Grantee shall immediately repay the Grant Funds to the County.

ARTICLE 5 GENERAL PROVISIONS

Section 5.1 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 Grantee or its agents, employees or contractors, and Grantee 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. Grantee 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. Grantee 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. Grantee is solely responsible for its own acts and those of its agents and employees.

Section 5.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the County by any person that Grantee may have employed or with whom Grantee may have contracted relative to the obligations set forth in this Agreement.

Section 5.3 Indemnification.

Grantee 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, except to the extent such claim arises from the gross negligence or willful misconduct of the County, its agents, and its employees. This Section 5.3 will survive the expiration or termination of this Agreement.

Section 5.4 No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 5.5 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

Grantee: Community Housing Development Corporation of North Richmond
 1535A Fred Jackson Way
 Richmond, California 94801
 Attention: Executive Director

Written notices, demands and communications may be sent in the same manner to other addresses that 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 5.6 Applicable Law.

This Agreement is governed by the laws of the State of California.

Section 5.7 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 5.8 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

The parties are entering into this Agreement as of date first set forth 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

GRANTEE:

COMMUNITY HOUSING DEVELOPMENT
CORPORATION OF NORTH RICHMOND, a
California nonprofit public benefit corporation

By: _____
Donald Gilmore, Executive Director

EXHIBIT A

LEGAL DESCRIPTION OF THE HOUSING PARCEL

The real property located in the unincorporated area of the County of Contra Costa, State of California, described as follows:

All of Lots 1, 2, 26 through 34, and a portion of Lots 24 and 25 in Block 69, as shown on that certain map entitled, "Map of North Richmond Land and Ferry Co. Tract No. 2" filed for record September 19, 1911 in Book 5 of maps, at Page 124, Contra Costa County Records, described as follows:

Beginning at the Northwestern corner of said Lot 1, said point being at the intersection of the Easterly line of 3rd Street (70 feet wide) (formerly Seventh Street) with the Southerly line of Grove Avenue (60 feet wide) (formerly Park Avenue) as said Street and Avenue are shown on said map; thence along the said Southerly line of Grove Avenue, North $89^{\circ}59'00''$ East, 50.01 feet to the Northeasterly corner of said Lot 2; thence leaving last said line and along the Easterly line of said Lot 2, South $00^{\circ}01'31''$ East, 99.98 feet to the Southeasterly corner of said Lot 2, said point being on the Northerly line of said Lot 34; thence along last said line, North $89^{\circ}59'00''$ East, 50.03 feet to the Northeasterly corner of said Lot 34; thence along the Easterly lines of said Lots 34 through 26, South $00^{\circ}02'03''$ East, 230.72 feet to the Southeasterly corner of said Lot 26; thence along the Southerly line of said Lot 26, South $89^{\circ}59'40''$ West, 50.06 feet to the Northeasterly corner of said Lot 24; thence along the Easterly line of said Lot 24, South $00^{\circ}01'33''$ East, 36.54 feet; thence leaving last said line, South $89^{\circ}59'40''$ West, 50.07 feet to said Easterly line of 3rd Street; thence along last said line, North $00^{\circ}01'00''$ West, 367.22 feet to the Point of Beginning.

APN: 409-080-001, 014, 015, 016, 020 and portion 409-080-013

EXHIBIT B

APPROVED DEVELOPMENT BUDGET

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GRANT AGREEMENT

Between

COUNTY OF CONTRA COSTA

And

COMMUNITY HOUSING DEVELOPMENT CORPORATION OF NORTH RICHMOND

Heritage Point Apartments

dated December 1, 2017



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: December 12, 2017

Subject: Multifamily Housing Revenue Bonds TEFRA – Riviera Family Apartments, Walnut Creek

RECOMMENDATION(S):

1. OPEN the public hearing, RECEIVE testimony, CLOSE the hearing
2. ADOPT Resolution No. 2017/445 approving the issuance of Multifamily Housing Revenue Bonds (the “Bonds”) in an amount not to exceed \$1,600,000 to for the benefit of Riviera Family Apartments, L.P., a California Limited Partnership (the “Borrower”) to provide additional financing for the costs of construction of Riviera Family Apartments, a 58-unit residential rental housing development located at 1515 and 1738 Riviera Avenue (APN Nos. 174-150-076, 174-140-019, 174-140-025) in the City of Walnut Creek, California (the "Development"). Such adoption is solely for the purposes of satisfying the requirements of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), Section 147(f) of the Internal Revenue Code of 1986, and California Government Code Section 52075 and following.

FISCAL IMPACT:

No impact to the General Fund. In the event that the Bonds are issued, the County is reimbursed for costs incurred in the issuance process. Annual expenses for monitoring

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: Stephanie Mello, Deputy

Contact: Kara
Douglas, 925-674-7880

cc:

FISCAL IMPACT: (CONT'D)

of Regulatory Agreement provisions ensuring units in the Development will be rented to low income households are accommodated in the bond issue. 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 Borrower, with the City of Walnut Creek's support, requested the County to issue the Bonds for the construction of the Development, which includes a Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) hearing for the issuance of the Bonds in an amount not to exceed \$1.6 million to be used to finance additional construction costs.

The recommended action through this Board Order is to hold a TEFRA hearing, provide members of the community an opportunity to speak in favor of or against the use of tax exempt bonds for the financing of the Development, and adopt Resolution No. 2017/445. A notice of the public hearing was published in the Contra Costa Times (proof of publication attached) in November 30, 2017. The County adopted Resolution No. 2017/431 authorizing the issuance of the Bonds. County staff submitted an application to the California Debt Limit Allocation Committee on December 5, 2017 for consideration at its December 20, 2017 allocation meeting. Staff will ask the Board of Supervisors to adopt another resolution at its December 19, 2017 meeting to authorize the sale of the Bonds. The Bonds are expected to be sold prior to December 31, 2017.

On March 16, 2016, the County received an allocation of \$19,200,000 Bonds from the California Debt Limit Allocation Committee ("CDLAC") to finance the acquisition and construction of the Development. On September 23, 2016, the County issued the Bonds and an additional \$1,529,702 in taxable bonds (for a total of \$20,729,702) to the Borrower to finance the acquisition and construction of the Development. The Borrower now wishes to convert the taxable bond allocation into tax-exempt bonds.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action will prohibit the County from issuing an additional \$1.6 million in tax-exempt private activity bonds for the Riviera Family project construction.

CHILDREN'S IMPACT STATEMENT:

The development will provide 58 units of affordable housing suitable for individuals and families. This supports outcome #3: Families are Economically Self-Sufficient.

CLERK'S ADDENDUM

CLOSED the hearing; ADOPTED Resolution No. 2017/445 approving the issuance of Multifamily Housing Revenue Bonds in an amount not to exceed \$1,600,000 to for the benefit of Riviera Family Apartments, L.P., a California Limited Partnership to provide additional financing for the costs of construction of Riviera Family Apartments, in the City of Walnut Creek; adoption is solely for the purposes of satisfying the requirements of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA).

AGENDA ATTACHMENTS

Resolution No. 2017/445

Proof of Publication

MINUTES ATTACHMENTS

Signed Resolution No. 2017/445

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

Adopted this Resolution on 12/12/2017 by the following vote:

		John Gioia
		Candace Andersen
AYE:	<input checked="checked" type="checkbox"/>	Diane Burgis
		Karen Mitchoff
		Federal D. Glover
NO:	<input type="checkbox"/>	
ABSENT:	<input type="checkbox"/>	
ABSTAIN:	<input type="checkbox"/>	
RECUSE:	<input type="checkbox"/>	



Resolution No. 2017/445

Resolution Authorizing the Issuance of a Multifamily Housing Revenue Note in an Aggregate Principal Amount not to Exceed One Million Six Hundred Thousand Dollars (\$1,600,000) for the Purpose of Providing Additional Financing for a Residential Rental Project in Walnut Creek Generally Known as Riviera Family Apartments.

WHEREAS, the County of Contra Costa (the "County") is authorized to issue multifamily housing revenue bonds pursuant to Section 52075 and following of the California Health and Safety Code; and

WHEREAS, at the request of Riviera Family Apartments, L.P., a California limited partnership (the "Borrower"), on September 23, 2016, the County issued its \$20,729,702 County of Contra Costa Multifamily Housing Revenue Notes (Riviera Family Apartments), Series 2016C (the "2016 Notes") to finance costs of the acquisition and construction of a 58-unit residential rental housing development known as Riviera Family Apartments (the "Project") located at 1515 and 1738 Riviera Avenue in Walnut Creek (the "City"); and

WHEREAS, the costs of construction of the Project have increased since the issuance by the County of the 2016 Notes, and the Borrower has now requested that the County issue an additional note in a principal amount not to exceed \$1,600,000 (the "2017 Note") and lend the proceeds of the sale of the 2017 Note to the Borrower to provide additional financing for the Project; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the issuance of the 2017 Note by the County must be approved by an applicable elected representative body with respect to the Project following the conduct of a public hearing on the proposed financing; and

WHEREAS, the Board of Supervisors of the County of Contra Costa (the "Board"), is the elected legislative body of the County and is one of the applicable elected representatives authorized to approve the issuance of the 2017 Note under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Board has on this date, following notice duly given, held a public hearing regarding the financing of the Project and the issuance of the 2017 Note; and

WHEREAS, the Board now desires to approve the issuance of the 2017 Note.

Section 1. The Board hereby finds and declares that the foregoing recitals are true and correct.

Section 2. For purposes of Section 147(f) of the Code, the Board hereby authorizes the issuance of 2017 Note by the County to provide additional financing for costs of the Project. The sale and delivery of the 2017 Note shall be subject to the approval by the Board of all documents related to the 2017 Note to which the County is a party.

Section 3. The adoption of this Resolution does not (i) relieve or exempt the Borrower from obtaining any permits or approvals that are required by, or determined to be necessary from, the County or the City in connection with the Project, nor (ii) obligate the County to incur any obligation or provide financial assistance with respect to the 2016 Notes, the 2017 Note or the Project.

Section 4. All actions heretofore taken by the officers and agents of the County with respect to the financing of the Project and the sale and issuance of 2017 Note are hereby approved, ratified and confirmed, and any authorized officer of the County is 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 and deliver any and all certificates, agreements and other documents, which any such officer may deem necessary or advisable in order to effectuate the purposes of this Resolution.

Section 5. This Resolution shall take effect upon its passage and 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.

Contact: Kara Douglas, 925-674-7880

ATTESTED: December 12, 2017

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

By: Stephanie Mello, Deputy

cc:

Contra Costa Times

175 Lennon Lane, Suite 100
Walnut Creek, CA 94598
925-943-8019

2014815

QUINT & THIMMIG LLP
ACCOUNTS PAYABLE
900 LARKSPUR LANDING CIR STE 270
LARKSPUR, CA 94939-1726

PROOF OF PUBLICATION

FILE NO. Riviera Family Apts PH J14964

In the matter of

Contra Costa Times

I am a citizen of the United States. I am over the age of eighteen years and I am not a party to or interested in the above entitled matter. I am the Legal Advertising Clerk of the printer and publisher of the Contra Costa Times, a newspaper published in the English language in the City of Walnut Creek, County of Contra Costa, State of California.

I declare that the Contra Costa Times is a newspaper of general circulation as defined by the laws of the State of California as determined by court decree dated October 22, 1934, Case Number 19764. Said decree states that the Contra Costa Times is adjudged to be a newspaper of general circulation for the City of Walnut Creek, County of Contra Costa and State of California. Said order has not been revoked.

I declare that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

11/30/2017

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Executed at Walnut Creek, California.
On this 30th day of November, 2017.



Signature

Legal No.

0006069142

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of Supervisors of the County of Contra Costa (the "County") on December 12, 2017 at the hour of 9:30 a.m., or as soon thereafter as the matter may be heard, in the Board of Supervisors chambers located at 651 Pine Street in Martinez, California, will hold a public hearing in accordance with Section 147(f) of the Internal Revenue Code of 1986 with respect to the proposed issuance by the County of a multifamily housing revenue note in an aggregate principal amount not to exceed \$1,600,000, in order to provide additional financing for costs of the acquisition and rehabilitation by Riviera Family Apartments, L.P., a California limited partnership, of a 58-unit multifamily rental housing development located at 1515 and 1738 Riviera Avenue (APN Nos. 174-150-076, 174-140-019 and 174-140-025) in Walnut Creek, California. All or a portion of the units in the housing development will be rented to persons and families of very low or low income.

Notice is further given that at said hearing, all proponents and opponents of the multifamily housing development will have an opportunity to be heard on the question as to whether or not such multifamily housing revenue note should be issued by the County and all interested parties will be given the opportunity to be heard. Written comments may also be submitted at or before the hearing to Kara Douglas, Assistant Deputy Director of the Department of Conservation and Development of the County, 30 Muir Road, Martinez, California 94553.
CCT #6069142; Nov. 30, 2017

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: ☒ 5 **John Gioia**
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2017/445

Resolution Authorizing the Issuance of a Multifamily Housing Revenue Note in an Aggregate Principal Amount not to Exceed One Million Six Hundred Thousand Dollars (\$1,600,000) for the Purpose of Providing Additional Financing for a Residential Rental Project in Walnut Creek Generally Known as Riviera Family Apartments.

WHEREAS, the County of Contra Costa (the "County") is authorized to issue multifamily housing revenue bonds pursuant to Section 52075 and following of the California Health and Safety Code; and

WHEREAS, at the request of Riviera Family Apartments, L.P., a California limited partnership (the "Borrower"), on September 23, 2016, the County issued its \$20,729,702 County of Contra Costa Multifamily Housing Revenue Notes (Riviera Family Apartments), Series 2016C (the "2016 Notes") to finance costs of the acquisition and construction of a 58-unit residential rental housing development known as Riviera Family Apartments (the "Project") located at 1515 and 1738 Riviera Avenue in Walnut Creek (the "City"); and

WHEREAS, the costs of construction of the Project have increased since the issuance by the County of the 2016 Notes, and the Borrower has now requested that the County issue an additional note in a principal amount not to exceed \$1,600,000 (the "2017 Note") and lend the proceeds of the sale of the 2017 Note to the Borrower to provide additional financing for the Project; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the issuance of the 2017 Note by the County must be approved by an applicable elected representative body with respect to the Project following the conduct of a public hearing on the proposed financing; and

WHEREAS, the Board of Supervisors of the County of Contra Costa (the "Board"), is the elected legislative body of the County and is one of the applicable elected representatives authorized to approve the issuance of the 2017 Note under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the Board has on this date, following notice duly given, held a public hearing regarding the financing of the Project and the issuance of the 2017 Note; and

WHEREAS, the Board now desires to approve the issuance of the 2017 Note.

Section 1. The Board hereby finds and declares that the foregoing recitals are true and correct.

Section 2. For purposes of Section 147(f) of the Code, the Board hereby authorizes the issuance of 2017 Note by the County to provide additional financing for costs of the Project. The sale and delivery of the 2017 Note shall be subject to the approval by the Board of all documents related to the 2017 Note to which the County is a party.

Section 3. The adoption of this Resolution does not (i) relieve or exempt the Borrower from obtaining any permits or approvals that are required by, or determined to be necessary from, the County or the City in connection with the Project, nor (ii) obligate the County to incur any obligation or provide financial assistance with respect to the 2016 Notes, the 2017 Note or the Project.

Section 4. All actions heretofore taken by the officers and agents of the County with respect to the financing of the Project and the sale and issuance of 2017 Note are hereby approved, ratified and confirmed, and any authorized officer of the County is 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 and deliver any and all certificates, agreements and other documents, which any such officer may deem necessary or advisable in order to effectuate the purposes of this Resolution.

Section 5. This Resolution shall take effect upon its passage and adoption.

Contact: Kara Douglas, 925-674-7880

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: December 12, 2017

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

Stephanie Mello
By: Stephanie Mello, Deputy



cc:



Contra
Costa
County

To: Board of Supervisors
From: PUBLIC PROTECTION COMMITTEE
Date: December 12, 2017

Subject: OVERPAYMENTS TO THE JUVENILE COST OF CARE FEE AND DISCHARGE OF ACCOUNTABILITY FOR
COLLECTION OF JUVENILE FEES

RECOMMENDATION(S):

1. DISCHARGE the Probation Department from accountability of collections for accounts with outstanding balances related to the Juvenile Cost of Care and the Juvenile Electronic Monitoring fees formerly collected by the Office of Revenue Collections and the Probation Collections Unit totaling \$8,793,588 which have been deemed uncollectible; and
2. AUTHORIZE the County Probation Officer, or designee, to notify the Superior Court of the discharge of accountability as required by Government Code section 25259 and REQUEST that the Superior Court take actions to expunge the outstanding balances of all accounts; and
3. AUTHORIZE refunding of overpayments made for the Juvenile Cost of Care fee for certain minors in custody at the Juvenile Hall, specifically for minors without a sustained petition, including minors charged as adults and convicted of the adult charges; and
4. DETERMINE the date range applicable to the overpayment refunds; and
5. AUTHORIZE the County Probation Officer, or designee, to notify affected parties of overpayments for accounts assessed the Juvenile Cost of Care fee as described above; and
- 6 AUTHORIZE the

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 12/12/2017 ☐ 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: December 12, 2017

Contact: Timothy M. Ewell, (925)
335-1036

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

By: , Deputy

cc: Hon. Robert R. Campbell, Auditor-Controller, Todd Billeci, County Probation Officer, Cynthia Schwerin, Deputy County Counsel

RECOMMENDATION(S): (CONT'D)

Auditor-Controller to write-off the uncollected amount discharged by this action; and

7. DIRECT the County Probation Officer, or designee, to coordinate with the Office of the Auditor-Controller to process the overpayment refunds as described above.

FISCAL IMPACT:

Approximately \$136,000 depending on the timeframe determined by the Board. The principal amount of the overpayments identified represent \$133,361. 100% General Fund.

BACKGROUND:

On July 19, 2016, the Board of Supervisors referred to the Public Protection Committee a review of fees assessed for services provided while a minor is in the custody of the Probation Department. Welfare and Institutions Code 903 et seq. provides that the County may assess a fee for the provision of services to a minor in the custody of its Probation Department.

On September 26, 2016, the Public Protection Committee accepted an introductory report on the issue and voted unanimously to refer the issue to the full Board of Supervisors with two separate options: 1) to adopt a temporary moratorium on the Juvenile Cost of Care and Cost of Electronic Surveillance of Minors fees and/or 2) refer the issue to the newly formed Racial Justice Task Force for review.

On October 25, 2016 the Board adopted Resolution No. 2016/606, which established a moratorium on the assessment and collection of the Juvenile Cost of Care and Cost of Electronic Surveillance of Minors fees. Concurrently, the Board directed staff to return to the Public Protection Committee and forward a recommendation back to the Board by May 31, 2017.

On March 6, 2017, the Committee received an update from the County Probation Officer on the status of the Juvenile Cost of Care and Cost of Electronic Surveillance of Minors fees and the current moratorium. At that time the Committee recommended that the juvenile fees subject to the temporary moratorium be permanently repealed and directed staff to return to the Committee with a recommendation as to how to refund certain juvenile fees charged by the County. The Committee reconvened on July 10, 2017.

On July 10, 2017, the Committee received an update from the County Probation Officer with a proposal on how to refund certain juvenile justice fees. Following the discussion, the Committee directed staff to bring a recommendation to repeal the Juvenile Cost of Care and Cost of Electronic Surveillance of Minors fees to the full Board for consideration. In addition, the Committee directed staff to return at the October 2, 2017 Committee meeting to further discuss a possible refund process.

On September 19 and 26, 2017, the Board repealed the Juvenile Cost of Care and Cost of Electronic Surveillance of Minors fees. On October 2, 2017 the Committee directed staff to forward a recommendation to the Board to refund certain overpayments made for the Juvenile Cost of Care fee related to minors held in the Juvenile Hall without a sustained petition, including minors that were charged as adults and convicted of those charges. In addition, the Committee directed staff to include a request to the Superior Court to extinguish the balances of all cost of care fees ordered by the Court.

CONSEQUENCE OF NEGATIVE ACTION:

Overpayments identified by County staff to the Juvenile Cost of Care fee would ultimately not be refunded to parties that previously remitted payment for those fees.

CLERK'S ADDENDUM

*Speakers: Albert Ponce, resident of Martinez; Alyssa, California Nurses Association, Contra Costa County Racial Justice Coalition; Mavrana Cuevas, resident of Antioch; Diana Diaz, resident of San Pablo; Francisco Torres, ACCE; Harry Baker, resident of Pleasant Hill; Melvin Willis, resident of Richmond; Wesley Saver, policy Advocacy Clinic, UC Berkely School of Law; Cheryl Sudouth, CCC Racial Justice Coalition; Rebecca Brown.***APPROVED** the recommendations presented with the following additional requests and direction:

- 1. The notification letters to be sent out will be modified to use less technical jargon, for greater understanding, and will be produced two-sided, English and Spanish;*
- 2. The information in the letters will be available on the Probation website, with links or phone numbers to call to receive assistance in additional languages;*
- 3. The notification letters will be sent to those persons in the database back to September 1, 2010 to afford them an opportunity to file a claim if they believe they were improperly assessed;*
- 4. AUTHORIZED the Public Protection Committee to develop a claim process for those who may have improperly assessed prior to September 1, 2010, to include the matter of fees assessed for electronic monitoring, and DIRECTED the Committee to report back to the Board on that;*
- 5. DIRECTED the Public Protection Committee to report back to the Board on the implementation of the notification process*

Supervisor Gioia also expressed that the Board would like to see community advocates work with the Committee, to better assist the public in this process

ATTACHMENTS

DRAFT Overpayment Notification Letter

DRAFT Client Outreach Notification Letter

Discharge of Accountability - Listing of Collections Accounts

Probation Department Offices

Martinez Office

50 Douglas Drive, Suite 200
925-313-4000



Todd Billeci
CHIEF PROBATION OFFICER

December 12, 2017

Jane Doe
1234 Elm Street
Martinez, CA 94553

Dear Ms. Doe,

We are contacting you because you are the parent or legal guardian of a youth who stayed in Juvenile Hall. We have determined that you made an overpayment and you are due a refund.

Please contact our office at 925-313-4139 or JuvFees@prob.cccounty.us so that we can confirm your correct mailing address and we can process a refund check.

Sincerely,

Danielle C. Fokkema
Chief of Administrative Services

Probation Department Offices

Martinez Office

50 Douglas Drive, Suite 200
925-313-4000

Contra
Costa
County



Todd Billeci
CHIEF PROBATION OFFICER

December 12, 2017

Jane Doe
1234 Elm Street
Martinez, CA 94553

Dear Ms. Doe,

We are contacting you because you are the parent or legal guardian of a youth who stayed in Juvenile Hall.

The Probation Department has been conducting a review of our Care of Ward fees. If you were charged even though there was not a sustained petition, you may be due a refund. If this applies to your case, please contact our office at 925-313-4139 or JuvFees@prob.cccounty.us so that we may research your case.

Sincerely,

Danielle C. Fokkema
Chief of Administrative Services

APPLICATION FOR DISCHARGE OF ACCOUNTABILITY, PURSUANT TO GOV. CODE SECTION 25259
JUVENILE COST OF CARE AND ELECTRONIC SURVEILLANCE OF MINORS FEES

DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
187825	30305	8/31/1990	968.05	234.78	733.27	6/26/2002
469831	30305	10/14/1996	295.51		327.51	
479599	30305	12/20/1996	9.00		9.00	
497243	30305	4/15/1997	1624.40	1002.21	622.19	1/31/2007
497270	30305	4/16/1997	180.00		182.76	4/22/2008
500016	30305	5/6/1997	275.13		275.13	
507524	30305	6/18/1997	152.85		152.85	
509238	30305	6/23/1997	363.00	37.68	325.32	4/22/2008
529913	30305	12/10/1997	126.00	13.08	112.92	4/22/2008
533995	30305	1/21/1998	69.00	7.16	61.84	4/22/2008
538823	30305	3/24/1998	255.00	26.47	228.53	4/22/2008
562357	30305	7/10/1998	713.30		713.30	
565903	30305	9/14/1998	30.57		30.57	
565922	30305	9/14/1998	163.04		163.04	
566245	30305	9/16/1998	40.76		40.76	
566378	30305	9/17/1998	366.84		366.84	
566404	30305	9/17/1998	163.04		163.04	
566418	30305	9/17/1998	20.38		20.38	
566575	30305	9/18/1998	254.75		254.75	
569033	30305	9/24/1998	76.00	50.00	121.25	11/19/2001
570463	30305	10/14/1998	30.57	1.18	29.39	12/11/2007
570839	30305	10/19/1998	336.27	150.00	332.07	2/2/2004
577678	30305	12/11/1998	295.51		295.51	
577749	30305	12/11/1998	98.00		98.00	
577780	30305	12/11/1998	377.03	98.29	278.74	1/8/2002
577789	30305	12/14/1998	387.22		387.22	
580310	30305	1/6/1999	440.16	40.35	399.81	7/18/2007
580319	30305	1/6/1999	40.76		40.76	
580329	30305	1/6/1999	580.83		580.83	
580332	30305	1/6/1999	40.76		40.76	
580336	30305	1/6/1999	132.47		132.47	
580338	30305	1/6/1999	16.00		16.00	
580341	30305	1/6/1999	173.23		173.23	
580423	30305	1/8/1999	234.37		234.37	
580439	30305	1/8/1999	20.38		20.38	
580440	30305	1/8/1999	20.38		20.38	
580442	30305	1/8/1999	20.38		20.38	
580447	30305	1/8/1999	61.14		61.14	
580449	30305	1/8/1999	50.95		50.95	
580459	30305	1/8/1999	1334.89		1334.89	
580475	30305	1/8/1999	519.69		519.69	
580519	30305	1/8/1999	1314.51		1314.51	
580522	30305	1/8/1999	50.95		50.95	
580524	30305	1/8/1999	10.19		10.19	
580550	30305	1/8/1999	489.12		489.12	
580557	30305	1/8/1999	407.60		407.60	
580559	30305	1/8/1999	631.78		631.78	
580731	30305	1/11/1999	957.87		957.87	
580780	30305	1/12/1999	314.40		314.40	
580781	30305	1/12/1999	71.33		71.33	
580798	30305	1/12/1999	672.54		672.54	
580802	30305	1/12/1999	560.45		560.45	
580814	30305	1/12/1999	489.12		489.12	
580821	30305	1/12/1999	855.96		855.96	
580825	30305	1/12/1999	438.17		438.17	

APPLICATION FOR DISCHARGE OF ACCOUNTABILITY, PURSUANT TO GOV. CODE SECTION 25259
JUVENILE COST OF CARE AND ELECTRONIC SURVEILLANCE OF MINORS FEES

DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
582970	30305	1/28/1999	607.84		607.84	
582975	30305	1/28/1999	702.16	360.00	342.16	3/14/2005
582979	30305	1/28/1999	1268.08		1268.08	
582983	30305	1/28/1999	1226.16		1226.16	
582989	30305	1/28/1999	1232.99		1232.99	
582996	30305	1/28/1999	408.72		408.72	
582998	30305	1/28/1999	1121.36	443.21	678.15	11/7/2007
583002	30305	1/28/1999	285.32	100.00	185.32	3/8/2004
583003	30305	1/28/1999	40.76	4.86	35.90	2/21/2006
583009	30305	1/28/1999	10.19		10.19	
583018	30305	1/28/1999	112.09		112.09	
583028	30305	1/28/1999	224.18		224.18	
583097	30305	2/2/1999	1120.90	25.00	1326.85	7/11/2002
583110	30305	2/2/1999	580.83		580.83	
583164	30305	2/3/1999	377.03		377.03	
583166	30305	2/3/1999	468.74		468.74	
583172	30305	2/3/1999	20.38	1.15	19.23	7/27/2006
583179	30305	2/3/1999	173.23		173.23	
583181	30305	2/3/1999	295.51		295.51	
583194	30305	2/3/1999	71.33		71.33	
583197	30305	2/3/1999	764.25		764.25	
583204	30305	2/3/1999	509.50		509.50	
583238	30305	2/3/1999	896.72		896.72	
586116	30305	2/16/1999	234.37		234.37	
586141	30305	2/16/1999	20.38		20.38	
586147	30305	2/16/1999	61.14		61.14	
586150	30305	2/16/1999	20.38		20.38	
586803	30305	2/22/1999	356.65		356.65	
586816	30305	2/22/1999	2048.19	1300.00	748.19	12/2/2008
586819	30305	2/22/1999	101.90		101.90	
586822	30305	2/22/1999	264.00	14.81	249.19	8/5/1999
586824	30305	2/22/1999	1834.20		1834.20	
586842	30305	2/22/1999	855.96		855.96	
586848	30305	2/22/1999	1029.19		1029.19	
586860	30305	2/22/1999	417.79		417.79	
586954	30305	2/23/1999	998.62		998.62	
586959	30305	2/23/1999	10.19		10.19	
586961	30305	2/23/1999	40.76		40.76	
586963	30305	2/23/1999	835.58		835.58	
586965	30305	2/23/1999	193.61		193.61	
586969	30305	2/23/1999	71.33		71.33	
587059	30305	2/25/1999	30.57		30.57	
587128	30305	3/2/1999	580.83	348.60	232.23	2/13/2009
587129	30305	3/2/1999	142.66		142.66	
587134	30305	3/2/1999	947.67		947.67	
587298	30305	3/2/1999	152.85		152.85	
587307	30305	3/2/1999	224.18		224.18	
587317	30305	3/2/1999	387.22		387.22	
587318	30305	3/2/1999	48.00		48.00	
587321	30305	3/2/1999	40.76	24.24	16.52	8/22/2007
587323	30305	3/2/1999	876.34		876.34	
587324	30305	3/2/1999	40.76		40.76	
587325	30305	3/2/1999	173.23	28.73	144.50	4/22/2008
587326	30305	3/2/1999	825.39		825.39	
587333	30305	3/2/1999	631.78		631.78	

APPLICATION FOR DISCHARGE OF ACCOUNTABILITY, PURSUANT TO GOV. CODE SECTION 25259
JUVENILE COST OF CARE AND ELECTRONIC SURVEILLANCE OF MINORS FEES

DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
587334	30305	3/2/1999	611.40		611.40	
587340	30305	3/2/1999	61.14		61.14	
587347	30305	3/2/1999	492.00		492.00	
587353	30305	3/2/1999	458.55	315.50	143.05	7/9/2009
587358	30305	3/2/1999	499.31		499.31	
587361	30305	3/2/1999	6.00		6.00	
587376	30305	3/2/1999	1029.19		1029.19	
587399	30305	3/2/1999	61.14		61.14	
587400	30305	3/2/1999	20.38		20.38	
587418	30305	3/2/1999	20.38		20.38	
587419	30305	3/2/1999	20.38		20.38	
587421	30305	3/2/1999	20.38		20.38	
587424	30305	3/2/1999	50.95		50.95	
587659	30305	3/4/1999	570.64	347.15	223.49	9/22/2009
587670	30305	3/4/1999	101.90		101.90	
587672	30305	3/4/1999	213.99		213.99	
587673	30305	3/4/1999	30.57		30.57	
587685	30305	3/4/1999	61.14		61.14	
587686	30305	3/4/1999	71.33		71.33	
587692	30305	3/4/1999	906.91		906.91	
587714	30305	3/4/1999	15.00		15.00	
587718	30305	3/4/1999	61.14		61.14	
587720	30305	3/4/1999	10.19		10.19	
587724	30305	3/4/1999	20.38		20.38	
587730	30305	3/4/1999	417.79	36.59	381.20	11/10/2005
587731	30305	3/4/1999	20.38		20.38	
587736	30305	3/4/1999	30.57	8.56	22.01	10/17/2006
587737	30305	3/4/1999	50.95		50.95	
587747	30305	3/4/1999	1029.19	28.44	1000.75	9/19/2005
587761	30305	3/4/1999	509.50		509.50	
587771	30305	3/4/1999	30.57		30.57	
587773	30305	3/4/1999	10.19		10.19	
587775	30305	3/4/1999	61.14		61.14	
590125	30305	3/12/1999	20.38		20.38	
590133	30305	3/12/1999	40.76		40.76	
590136	30305	3/12/1999	295.51	11.06	284.45	12/11/2007
590140	30305	3/12/1999	285.32		285.32	
590141	30305	3/12/1999	672.54		672.54	
590157	30305	3/12/1999	641.97	162.00	479.97	9/9/2004
591551	30305	3/25/1999	71.33		71.33	
591560	30305	3/25/1999	478.93	323.41	155.52	4/14/2004
591646	30305	3/29/1999	71.33		71.33	
591652	30305	3/29/1999	61.14		61.14	
591662	30305	3/29/1999	61.14		61.14	
591678	30305	3/29/1999	407.60		407.60	
591692	30305	3/29/1999	30.57		30.57	
591701	30305	3/29/1999	326.08		326.08	
591704	30305	3/29/1999	20.38		20.38	
591706	30305	3/29/1999	20.38		20.38	
591708	30305	3/29/1999	295.51		295.51	
591721	30305	3/29/1999	20.38		20.38	
591722	30305	3/29/1999	10.19		10.19	
591725	30305	3/29/1999	20.38	2.11	18.27	4/22/2008
591726	30305	3/29/1999	132.47	28.00	262.34	4/6/2006
591728	30305	3/29/1999	71.33		71.33	

APPLICATION FOR DISCHARGE OF ACCOUNTABILITY, PURSUANT TO GOV. CODE SECTION 25259
JUVENILE COST OF CARE AND ELECTRONIC SURVEILLANCE OF MINORS FEES

DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
591729	30305	3/29/1999	81.52		81.52	
591741	30305	3/29/1999	61.14		61.14	
591751	30305	3/29/1999	234.37		234.37	
591753	30305	3/29/1999	173.23		173.23	
591754	30305	3/29/1999	71.33		71.33	
591773	30305	3/30/1999	183.42		183.42	
591774	30305	3/30/1999	20.38		20.38	
591779	30305	3/30/1999	40.76		40.76	
591787	30305	3/30/1999	4.00		4.00	
591788	30305	3/30/1999	40.76		40.76	
591794	30305	3/30/1999	132.47		132.47	
591898	30305	3/31/1999	91.71		91.71	
591910	30305	3/31/1999	20.38		20.38	
592238	30305	3/31/1999	20.00		20.00	
592422	30305	3/31/1999	264.94		264.94	
598244	30305	5/7/1999	841.50		841.50	
598246	30305	5/7/1999	26.30		26.30	
598247	30305	5/7/1999	39.45		39.45	
598248	30305	5/7/1999	170.95		170.95	
598298	30305	5/10/1999	26.30		26.30	
598300	30305	5/10/1999	39.45		39.45	
598375	30305	5/12/1999	841.21		841.21	
598384	30305	5/12/1999	61.14		61.14	
598385	30305	5/12/1999	184.10		184.10	
598393	30305	5/12/1999	460.20		460.20	
598415	30305	5/12/1999	601.21		601.21	
598422	30305	5/12/1999	397.41		397.41	
598457	30305	5/13/1999	251.16		251.16	
598464	30305	5/13/1999	12.00		12.00	
598470	30305	5/13/1999	484.22		484.22	
598475	30305	5/13/1999	625.23		625.23	
598478	30305	5/13/1999	347.48		347.48	
598479	30305	5/13/1999	52.60		52.60	
598482	30305	5/13/1999	266.93		266.93	
598496	30305	5/13/1999	573.60		573.60	
598507	30305	5/13/1999	184.10		184.10	
598508	30305	5/13/1999	104.86		104.86	
598511	30305	5/13/1999	290.61		290.61	
598528	30305	5/14/1999	39.45		184.25	
598532	30305	5/14/1999	411.58	15.58	396.00	1/8/2003
598534	30305	5/14/1999	59.00	4.22	54.78	12/11/2006
598537	30305	5/14/1999	26.30		26.30	
598551	30305	5/14/1999	305.70		305.70	
598553	30305	5/14/1999	78.90		78.90	
598571	30305	5/14/1999	65.75		65.75	
598572	30305	5/14/1999	105.20		105.20	
598574	30305	5/14/1999	61.14		61.14	
598575	30305	5/14/1999	115.39		115.39	
598577	30305	5/14/1999	240.63	96.14	144.49	3/19/2015
598578	30305	5/14/1999	52.60		52.60	
598579	30305	5/14/1999	256.74		256.74	
598582	30305	5/14/1999	166.00		166.00	
598595	30305	5/14/1999	451.66		451.66	
598601	30305	5/14/1999	618.97		618.97	
598603	30305	5/14/1999	13.15		13.15	

APPLICATION FOR DISCHARGE OF ACCOUNTABILITY, PURSUANT TO GOV. CODE SECTION 25259
JUVENILE COST OF CARE AND ELECTRONIC SURVEILLANCE OF MINORS FEES

DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
598605	30305	5/14/1999	26.30		26.30	
598606	30305	5/14/1999	223.55		223.55	
598612	30305	5/14/1999	184.10		184.10	
598615	30305	5/14/1999	40.76	6.75	34.01	1/17/2007
598616	30305	5/14/1999	92.05	15.27	76.78	1/17/2007
598617	30305	5/14/1999	13.15		13.15	
598622	30305	5/14/1999	345.15	29.33	315.82	7/18/2007
598623	30305	5/14/1999	13.15	1.24	11.91	7/18/2007
600889	30305	5/18/1999	43.72		43.72	
600895	30305	5/18/1999	26.30		26.30	
600896	30305	5/18/1999	66.00		66.00	
600897	30305	5/18/1999	416.19		416.19	
600962	30305	5/20/1999	252.13		252.13	
600963	30305	5/20/1999	26.30		26.30	
600969	30305	5/20/1999	160.42		160.42	
600974	30305	5/20/1999	78.90		78.90	
600984	30305	5/21/1999	26.30		26.30	
600985	30305	5/21/1999	329.72		329.72	
600989	30305	5/21/1999	236.36		236.36	
600991	30305	5/21/1999	924.67		924.67	
600993	30305	5/21/1999	92.05		92.05	
601000	30305	5/21/1999	420.46		420.46	
601002	30305	5/21/1999	544.68		544.68	
601005	30305	5/21/1999	64.00	51.82	12.18	4/11/2008
601007	30305	5/21/1999	154.74		154.74	
601009	30305	5/21/1999	65.75		65.75	
601010	30305	5/21/1999	78.90		78.90	
601012	30305	5/21/1999	289.30		289.30	
607160	30305	6/17/1999	341.90		341.90	
607169	30305	6/17/1999	249.85		249.85	
607171	30305	6/17/1999	26.30		26.30	
607180	30305	6/17/1999	410.23		410.23	
607184	30305	6/17/1999	1105.23		1105.23	
607199	30305	6/18/1999	65.75		65.75	
607204	30305	6/18/1999	381.35		381.35	
607206	30305	6/18/1999	92.05		92.05	
607208	30305	6/18/1999	394.50		394.50	3/21/2003
607209	30305	6/18/1999	65.75		65.75	
607213	30305	6/18/1999	368.20		368.20	
607214	30305	6/18/1999	656.82		656.82	
607215	30305	6/18/1999	289.30		289.30	
607220	30305	6/18/1999	328.75		328.75	
607222	30305	6/18/1999	18.00		18.00	
607227	30305	6/18/1999	197.25	139.00	58.25	3/14/2005
607235	30305	6/18/1999	355.05		355.05	
607238	30305	6/18/1999	1068.69		1068.69	
607240	30305	6/18/1999	12.00		12.00	
607243	30305	6/18/1999	552.30	20.68	531.62	12/11/2007
607244	30305	6/18/1999	578.60		578.60	
607251	30305	6/18/1999	210.40		210.40	
607255	30305	6/18/1999	65.75	13.85	51.90	3/11/2011
607257	30305	6/18/1999	39.45		39.45	
607262	30305	6/18/1999	565.11		565.11	
607264	30305	6/18/1999	552.30		552.30	
607285	30305	6/18/1999	184.10		184.10	

APPLICATION FOR DISCHARGE OF ACCOUNTABILITY, PURSUANT TO GOV. CODE SECTION 25259
JUVENILE COST OF CARE AND ELECTRONIC SURVEILLANCE OF MINORS FEES

DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
607294	30305	6/18/1999	696.95		696.95	
607347	30305	6/21/1999	355.05		355.05	
607350	30305	6/21/1999	78.90		78.90	
607351	30305	6/21/1999	13.15		13.15	
607354	30305	6/21/1999	276.15		276.15	
607356	30305	6/21/1999	10.00		10.00	
607357	30305	6/21/1999	249.85		249.85	
607358	30305	6/21/1999	840.21		840.21	
607365	30305	6/21/1999	1106.54		1106.54	
607366	30305	6/21/1999	82.00		82.00	
607368	30305	6/21/1999	228.00	138.24	89.76	3/12/2003
607369	30305	6/21/1999	26.30		26.30	
607376	30305	6/21/1999	381.35		381.35	
607397	30305	6/22/1999	26.30		26.30	
607398	30305	6/22/1999	105.20		105.20	
607401	30305	6/22/1999	26.30		61.30	
607406	30305	6/22/1999	184.10		184.10	
607418	30305	6/22/1999	26.30	3.14	23.16	2/21/2006
607419	30305	6/22/1999	65.75		65.75	
607434	30305	6/22/1999	26.30		26.30	
607439	30305	6/22/1999	630.86		630.86	
607441	30305	6/22/1999	249.85		249.85	
607444	30305	6/22/1999	78.90		78.90	
607460	30305	6/22/1999	13.15		13.15	
607464	30305	6/22/1999	26.30		26.30	
607478	30305	6/22/1999	20.00		20.00	
611079	30305	7/9/1999	78.90		78.90	
611081	30305	7/9/1999	881.05		881.05	
611090	30305	7/9/1999	52.60		52.60	
611359	30305	7/20/1999	696.95	5.45	691.50	10/17/2006
611369	30305	7/20/1999	52.60		52.60	
611372	30305	7/20/1999	65.75		65.75	
611373	30305	7/20/1999	802.15		802.15	
611375	30305	7/20/1999	78.90		78.90	
611377	30305	7/20/1999	1295.25	293.97	1001.28	3/13/2012
611383	30305	7/20/1999	223.55		223.55	
611385	30305	7/20/1999	72.00	72.00		3/18/2004
611410	30305	7/20/1999	131.50		131.50	
611412	30305	7/20/1999	802.15	399.25	402.90	1/23/2009
611418	30305	7/20/1999	355.05		355.05	
611433	30305	7/20/1999	933.65		933.65	
611456	30305	7/20/1999	473.40		473.40	
611458	30305	7/20/1999	407.65		407.65	
611488	30305	7/20/1999	78.90		78.90	
611494	30305	7/20/1999	420.80		420.80	
611507	30305	7/20/1999	315.60		315.60	
611516	30305	7/20/1999	157.80		157.80	
611530	30305	7/20/1999	106.00		106.00	
611540	30305	7/20/1999	604.90	72.30	532.60	2/21/2006
611595	30305	7/21/1999	184.10		184.10	
611600	30305	7/21/1999	604.90		604.90	
611601	30305	7/21/1999	39.45		39.45	
611610	30305	7/21/1999	197.25		197.25	
611613	30305	7/21/1999	341.90	174.81	167.09	6/18/2008
611615	30305	7/21/1999	933.65		933.65	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
615361	30305	8/12/1999	65.75		65.75	
615471	30305	8/13/1999	52.60		52.60	
615482	30305	8/13/1999	578.60		578.60	
615572	30305	8/13/1999	736.40		736.40	
615872	30305	8/18/1999	447.10		447.10	
615883	30305	8/18/1999	170.95		170.95	
615885	30305	8/18/1999	894.20	260.32	746.65	1/21/2004
615901	30305	8/18/1999	210.40		210.40	
615906	30305	8/18/1999	78.90	21.00	57.90	5/14/2004
615911	30305	8/18/1999	52.60		52.60	
615958	30305	8/18/1999	52.60		52.60	
615978	30305	8/18/1999	447.10	222.47	224.63	1/23/2009
615984	30305	8/18/1999	512.85		512.85	
615997	30305	8/18/1999	26.30		26.30	
615999	30305	8/18/1999	841.60		841.60	
616011	30305	8/18/1999	52.60		52.60	
616016	30305	8/18/1999	52.60		52.60	
616022	30305	8/19/1999	39.45		39.45	
616041	30305	8/19/1999	52.60		52.60	
616043	30305	8/19/1999	263.00		263.00	
616048	30305	8/19/1999	263.00		263.00	
616050	30305	8/19/1999	1275.55	457.59	817.96	8/15/2011
616065	30305	8/19/1999	65.75		65.75	
616068	30305	8/19/1999	526.00	3.88	522.12	1/18/2006
616073	30305	8/19/1999	65.75	8.53	57.22	10/26/2007
616076	30305	8/19/1999	210.40		210.40	
616078	30305	8/19/1999	276.15		276.15	
616093	30305	8/19/1999	52.60		52.60	
616100	30305	8/19/1999	407.65		407.65	
616105	30305	8/19/1999	128.00	80.22	47.78	5/6/2008
616122	30305	8/19/1999	164.00		164.00	
616146	30305	8/19/1999	26.30		26.30	
616160	30305	8/19/1999	236.70		236.70	
616176	30305	8/19/1999	539.15		539.15	
616177	30305	8/19/1999	78.90		78.90	
616188	30305	8/19/1999	236.70		236.70	
616203	30305	8/19/1999	407.65	347.49	60.16	3/14/2006
616213	30305	8/19/1999	92.05		92.05	
616231	30305	8/19/1999	9.00		9.00	
616232	30305	8/19/1999	1155.21	176.35	978.86	1/23/2004
616233	30305	8/19/1999	328.75		328.75	
616238	30305	8/19/1999	1091.45	475.91	615.54	10/4/2005
616261	30305	8/19/1999	565.45		565.45	
616262	30305	8/19/1999	39.45		39.45	
616399	30305	8/20/1999	65.75		65.75	
616404	30305	8/20/1999	20.00	3.00	17.00	9/25/2003
616422	30305	8/20/1999	184.10		184.10	
616423	30305	8/20/1999	552.30		552.30	
616436	30305	8/20/1999	381.35		381.35	
616441	30305	8/20/1999	447.10	431.32	15.78	3/23/2006
616445	30305	8/20/1999	473.40		473.40	
616478	30305	8/20/1999	762.70		762.70	
616490	30305	8/20/1999	78.90		78.90	
618568	30305	8/24/1999	867.90	675.00	192.90	2/25/2003
618569	30305	8/24/1999	1144.05	1050.00	94.05	6/8/2000

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
618570	30305	8/24/1999	56.00		56.00	
618577	30305	8/24/1999	144.65	80.00	64.65	4/11/2000
618579	30305	8/24/1999	644.35		644.35	
618580	30305	8/24/1999	631.20		631.20	
618589	30305	8/25/1999	65.75		65.75	
618592	30305	8/25/1999	136.00	99.75	36.25	4/11/2008
618595	30305	8/25/1999	355.05	30.00	335.05	1/12/2005
618608	30305	8/26/1999	15.00		15.00	
619159	30305	8/30/1999	578.60		578.60	
619160	30305	8/30/1999	184.10		184.10	
619167	30305	8/30/1999	39.45		39.45	
619171	30305	8/30/1999	92.05		92.05	
619182	30305	8/30/1999	1459.65		1459.65	
619184	30305	8/30/1999	39.45		39.45	
619671	30305	9/3/1999	128.00	128.00		7/20/2015
619699	30305	9/7/1999	52.60		52.60	
619701	30305	9/7/1999	841.60		841.60	
619702	30305	9/7/1999	828.45		828.45	
619704	30305	9/7/1999	26.30		26.30	
619706	30305	9/7/1999	789.00		789.00	
619715	30305	9/7/1999	368.20	10.18	358.02	9/19/2005
619721	30305	9/7/1999	13.15		13.15	
619727	30305	9/7/1999	26.30		26.30	
619772	30305	9/9/1999	340.00	340.00		6/10/2016
619773	30305	9/9/1999	120.00	120.00		9/16/2015
619774	30305	9/9/1999	124.00	124.00		7/11/2016
619872	30305	9/9/1999	664.80		664.80	
619883	30305	9/9/1999	560.00	239.00	469.00	3/25/2002
619887	30305	9/9/1999	360.10		360.10	
619894	30305	9/9/1999	805.11	222.38	582.73	8/21/2003
619900	30305	9/9/1999	806.96		806.96	
619909	30305	9/9/1999	618.32		618.32	
619910	30305	9/9/1999	249.30		249.30	
619914	30305	9/9/1999	1211.28		1211.28	
619917	30305	9/9/1999	974.64		974.64	
619933	30305	9/9/1999	513.52		513.52	
619937	30305	9/9/1999	1058.48		1058.48	
621230	30305	9/10/1999	241.04		241.04	
621233	30305	9/10/1999	845.92	421.04	424.88	1/23/2009
621237	30305	9/10/1999	361.95	118.65	243.30	8/29/2000
621242	30305	9/10/1999	597.36	505.23	92.13	6/23/2005
621255	30305	9/10/1999	755.38	176.00	579.38	4/13/2005
621259	30305	9/10/1999	706.01		706.01	
621265	30305	9/10/1999	62.88		62.88	
621284	30305	9/10/1999	1855.78		1855.78	
621286	30305	9/10/1999	421.83		421.83	
621287	30305	9/10/1999	249.30		249.30	
621290	30305	9/10/1999	345.84	41.33	304.51	2/21/2006
621295	30305	9/10/1999	1435.76		1435.76	
621297	30305	9/10/1999	193.90		193.90	
621299	30305	9/10/1999	995.60		995.60	
621300	30305	9/10/1999	366.80		366.80	
621302	30305	9/10/1999	398.24		398.24	
621315	30305	9/10/1999	335.36		335.36	
621407	30305	9/14/1999	2012.16	1039.76	972.40	8/3/2006

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
621410	30305	9/14/1999	1688.06		1688.06	
621411	30305	9/14/1999	681.20		681.20	
621437	30305	9/14/1999	387.80		387.80	
621439	30305	9/14/1999	167.68		167.68	
621453	30305	9/14/1999	1066.45		1066.45	
621455	30305	9/14/1999	440.16		440.16	
621460	30305	9/15/1999	457.05	68.79	388.26	1/17/2007
621461	30305	9/15/1999	748.97	5.85	743.12	10/17/2006
621462	30305	9/15/1999	429.35	250.83	178.52	11/21/2001
621465	30305	9/15/1999	292.00		292.00	
621467	30305	9/15/1999	611.21		611.21	
621468	30305	9/15/1999	565.92	7.30	558.62	11/28/2006
621476	30305	9/15/1999	1506.94		1506.94	
621479	30305	9/15/1999	262.00		262.00	
621480	30305	9/15/1999	581.70		581.70	
621495	30305	9/15/1999	240.00	16.72	223.28	12/11/2006
621497	30305	9/15/1999	62.00	4.29	57.71	12/11/2006
621508	30305	9/15/1999	1687.28	101.00	1586.28	5/12/2016
621515	30305	9/15/1999	634.80		634.80	
621529	30305	9/15/1999	513.52		513.52	
625762	30305	10/22/1999	1454.25	54.46	1399.79	12/11/2007
625769	30305	10/22/1999	318.55		318.55	
625792	30305	10/22/1999	567.85		567.85	
625798	30305	10/22/1999	78.00		78.00	
625800	30305	10/22/1999	83.10	41.92	41.18	1/23/2009
625806	30305	10/22/1999	1260.35		1260.35	
625809	30305	10/22/1999	623.25		623.25	
625814	30305	10/22/1999	273.00		273.00	
625818	30305	10/22/1999	1163.40		1163.40	
625822	30305	10/22/1999	1066.45	35.26	1031.19	3/18/2004
625823	30305	10/22/1999	706.35	84.41	621.94	2/21/2006
625825	30305	10/22/1999	401.65	51.65	350.00	12/15/2016
625826	30305	10/22/1999	941.80		941.80	
625836	30305	10/22/1999	512.45		512.45	
625848	30305	10/22/1999	2227.14		2227.14	
625850	30305	10/22/1999	80.00		80.00	
625874	30305	10/22/1999	2428.56		2428.56	
625879	30305	10/22/1999	2144.45		2144.45	
625933	30305	10/25/1999	1412.70	256.00	1156.70	6/14/2002
625936	30305	10/25/1999	1425.28		1425.28	
625939	30305	10/25/1999	115.28		115.28	
625942	30305	10/25/1999	880.32		880.32	
625949	30305	10/25/1999	1386.77		1386.77	
625953	30305	10/25/1999	1634.30	162.70	1471.60	6/15/2016
625956	30305	10/25/1999	1412.70	11.04	1401.66	10/17/2006
625958	30305	10/25/1999	180.05		180.05	
625959	30305	10/25/1999	1703.55		1703.55	
625963	30305	10/25/1999	304.70		304.70	
626020	30305	10/25/1999	2143.45	1047.16	1096.29	3/21/2014
626028	30305	10/25/1999	631.20		631.20	
626032	30305	10/25/1999	762.70		762.70	
626057	30305	10/25/1999	52.60		52.60	
626060	30305	10/25/1999	591.75		591.75	
626068	30305	10/25/1999	328.75		328.75	
626075	30305	10/25/1999	315.60		315.60	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
626081	30305	10/25/1999	52.60		52.60	
626082	30305	10/25/1999	1315.00		1315.00	
626084	30305	10/25/1999	39.45		39.45	
626597	30305	10/26/1999	39.45		39.45	
626603	30305	10/26/1999	26.30	8.29	18.01	9/22/2006
626605	30305	10/26/1999	118.35		118.35	
626606	30305	10/26/1999	618.05		618.05	
626613	30305	10/26/1999	670.65		670.65	
626615	30305	10/26/1999	52.60		52.60	
626625	30305	10/26/1999	118.35		118.35	
626645	30305	10/26/1999	2336.09		2336.09	
626651	30305	10/26/1999	1130.90		1130.90	
626657	30305	10/26/1999	210.40		210.40	
626672	30305	10/26/1999	1065.15		1065.15	
626702	30305	10/26/1999	26.30		26.30	
626706	30305	10/26/1999	328.75		328.75	
626711	30305	10/26/1999	92.05		92.05	
626723	30305	10/27/1999	604.90		604.90	
626750	30305	10/27/1999	657.50		657.50	
626751	30305	10/27/1999	1091.45	242.00	849.45	11/18/2008
626760	30305	10/27/1999	6.00		6.00	
626761	30305	10/27/1999	65.75		65.75	
626774	30305	10/27/1999	407.65	67.81	339.84	1/17/2007
626775	30305	10/27/1999	26.30	5.42	20.88	1/17/2007
626776	30305	10/27/1999	52.60	8.70	43.90	1/17/2007
626778	30305	10/27/1999	765.00	534.25	230.75	4/16/2009
626779	30305	10/27/1999	13.15		13.15	
626783	30305	10/27/1999	26.30		26.30	
626784	30305	10/27/1999	184.10		184.10	
626785	30305	10/27/1999	105.20		105.20	
626789	30305	10/27/1999	92.05		92.05	
626791	30305	10/27/1999	268.00		268.00	
626792	30305	10/27/1999	1222.95		1222.95	
626799	30305	10/27/1999	39.45		39.45	
626805	30305	10/27/1999	105.20		105.20	
626837	30305	10/27/1999	341.90		341.90	
626841	30305	10/27/1999	52.60		52.60	
626844	30305	10/27/1999	736.40		736.40	
626854	30305	10/27/1999	65.75	43.55	22.20	6/15/2016
626855	30305	10/27/1999	368.20		368.20	
626856	30305	10/27/1999	52.60		52.60	
626866	30305	10/27/1999	6.00		6.00	
626868	30305	10/27/1999	526.00		526.00	
626870	30305	10/27/1999	302.45		302.45	
626871	30305	10/27/1999	52.60		52.60	
626872	30305	10/27/1999	26.30		26.30	
626881	30305	10/27/1999	26.30		26.30	
626889	30305	10/27/1999	52.60		52.60	
626895	30305	10/27/1999	52.60		52.60	
626896	30305	10/27/1999	52.00	44.63	7.37	5/19/2009
626907	30305	10/27/1999	26.30		26.30	
626909	30305	10/27/1999	26.30		26.30	
626910	30305	10/27/1999	1144.05		1144.05	
626965	30305	10/28/1999	1551.20		1551.20	
626969	30305	10/28/1999	266.00		266.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
626970	30305	10/28/1999	1385.00		1385.00	
626975	30305	10/28/1999	26.30		26.30	
626976	30305	10/28/1999	65.75		65.75	
626985	30305	10/28/1999	420.80		420.80	
626987	30305	10/28/1999	131.50		131.50	
626988	30305	10/28/1999	328.75		328.75	
626993	30305	10/28/1999	39.45		39.45	
627010	30305	10/28/1999	552.30		552.30	
627170	30305	11/3/1999	499.70		499.70	
627174	30305	11/3/1999	381.35		381.35	
627178	30305	11/3/1999	65.75	30.00	35.75	4/15/2010
627179	30305	11/3/1999	407.65		407.65	
627192	30305	11/3/1999	210.40		210.40	
627195	30305	11/3/1999	39.45		39.45	
627206	30305	11/3/1999	289.30		289.30	
627212	30305	11/3/1999	65.75	35.29	30.46	3/14/2006
627231	30305	11/3/1999	578.60		578.60	
627233	30305	11/3/1999	78.90	44.80	34.10	5/9/2000
627234	30305	11/3/1999	92.05		92.05	
627241	30305	11/3/1999	26.30	5.11	21.19	8/11/2005
627256	30305	11/3/1999	26.30		26.30	
627263	30305	11/3/1999	26.30		26.30	
627292	30305	11/3/1999	13.15		13.15	
627294	30305	11/3/1999	18.00		18.00	
627312	30305	11/3/1999	52.60		52.60	1/6/2000
627324	30305	11/3/1999	341.90	29.96	311.94	11/10/2005
627326	30305	11/3/1999	302.45		302.45	
627336	30305	11/3/1999	473.40		473.40	
627345	30305	11/3/1999	26.30		26.30	
627413	30305	11/5/1999	381.35		381.35	
627417	30305	11/5/1999	26.30		26.30	
627426	30305	11/5/1999	78.90		78.90	
627431	30305	11/5/1999	157.80		157.80	
627433	30305	11/5/1999	144.65	77.12	67.53	8/3/2006
627436	30305	11/5/1999	105.20		105.20	
627443	30305	11/5/1999	78.90		78.90	
627450	30305	11/5/1999	2.00		2.00	
627452	30305	11/5/1999	473.40	150.00	323.40	4/4/2002
627456	30305	11/5/1999	499.70		499.70	
627486	30305	11/5/1999	65.75		65.75	
627487	30305	11/5/1999	105.20		105.20	
627494	30305	11/5/1999	8.00		8.00	
627501	30305	11/5/1999	447.10		447.10	
627515	30305	11/5/1999	26.30		26.30	
627572	30305	11/8/1999	26.30		26.30	
628225	30305	11/23/1999	828.45		828.45	
628226	30305	11/23/1999	1078.30		1078.30	
628227	30305	11/23/1999	26.30	26.30		6/15/2016
628241	30305	11/23/1999	105.20		105.20	
628242	30305	11/23/1999	959.95		959.95	
628259	30305	11/23/1999	26.30		26.30	
628264	30305	11/23/1999	184.10		184.10	
628274	30305	11/23/1999	39.45		39.45	
628278	30305	11/23/1999	802.15		802.15	
628280	30305	11/23/1999	355.05		355.05	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
628315	30305	11/23/1999	223.55		223.55	
628318	30305	11/23/1999	262.00		262.00	
628323	30305	11/23/1999	302.45	2.32	300.13	1/18/2006
628329	30305	11/23/1999	78.90		78.90	
628332	30305	11/23/1999	13.15		13.15	
628350	30305	11/23/1999	341.90		341.90	
628355	30305	11/23/1999	341.90	302.04	39.86	12/2/2009
628358	30305	11/23/1999	433.95	11.99	421.96	9/19/2005
628359	30305	11/23/1999	289.30		289.30	
628371	30305	11/23/1999	16.00		16.00	
628377	30305	11/23/1999	4.00		4.00	
628382	30305	11/23/1999	867.90		867.90	
628406	30305	11/23/1999	1703.55		1703.55	
628407	30305	11/23/1999	1648.15		1648.15	
628512	30305	11/29/1999	110.80		110.80	
628727	30305	12/3/1999	27.70		27.70	
628751	30305	12/3/1999	98.90		98.90	
628753	30305	12/3/1999	289.30		289.30	
628770	30305	12/3/1999	92.05		92.05	
628784	30305	12/3/1999	381.35		381.35	
628785	30305	12/3/1999	144.65		144.65	
628792	30305	12/3/1999	13.15		13.15	
628798	30305	12/3/1999	120.00		120.00	
628824	30305	12/3/1999	78.90	13.08	65.82	1/17/2007
628835	30305	12/3/1999	236.70	111.05	125.65	3/16/2004
628839	30305	12/3/1999	276.15		276.15	
628855	30305	12/3/1999	92.05		92.05	
628925	30305	12/6/1999	447.10		447.10	
628927	30305	12/6/1999	157.80	123.85	33.95	4/27/2007
628929	30305	12/6/1999	26.30		26.30	
628932	30305	12/6/1999	373.95		373.95	
628933	30305	12/6/1999	706.35		706.35	
628937	30305	12/6/1999	55.40		55.40	
629252	30305	12/9/1999	39.45		39.45	
629270	30305	12/9/1999	263.00		263.00	
629271	30305	12/9/1999	604.90		604.90	
629282	30305	12/9/1999	65.75		65.75	
629283	30305	12/9/1999	26.30		26.30	
629284	30305	12/9/1999	815.30		815.30	
629363	30305	12/10/1999	39.45		39.45	
629364	30305	12/10/1999	78.90	25.00	53.90	9/28/2001
629374	30305	12/10/1999	223.55		223.55	
629378	30305	12/10/1999	39.45	39.45		6/15/2016
629379	30305	12/10/1999	144.65	65.00	79.65	3/30/2016
629380	30305	12/10/1999	26.30		26.30	
629388	30305	12/13/1999	999.40		999.40	
629390	30305	12/13/1999	1183.50	724.50	459.00	2/18/2005
629395	30305	12/13/1999	92.05		92.05	
629407	30305	12/13/1999	328.75	26.72	302.03	11/22/2005
629583	30305	12/17/1999	683.80		683.80	
629588	30305	12/17/1999	197.25		197.25	
629592	30305	12/17/1999	696.95		696.95	
629612	30305	12/17/1999	52.60		52.60	
629622	30305	12/17/1999	460.25		460.25	
629632	30305	12/17/1999	328.75		328.75	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
629634	30305	12/17/1999	762.70		762.70	
629721	30305	12/20/1999	13.15		13.15	
629723	30305	12/20/1999	710.10		710.10	
629724	30305	12/20/1999	52.60		52.60	
629734	30305	12/20/1999	52.60		52.60	
629743	30305	12/20/1999	52.60		52.60	
629820	30305	12/22/1999	236.70		236.70	
629828	30305	12/22/1999	39.45		39.45	
629831	30305	12/22/1999	6.00		6.00	
630736	30305	12/28/1999	1856.20	1049.10	807.10	10/5/2004
630739	30305	12/28/1999	39.45		39.45	
630748	30305	12/28/1999	433.95		433.95	
630777	30305	1/3/2000	26.30		26.30	
630784	30305	1/3/2000	460.25		460.25	
630814	30305	1/3/2000	105.20		105.20	
634736	30305	1/6/2000	276.15		276.15	
634739	30305	1/6/2000	328.75	39.28	289.47	2/21/2006
634746	30305	1/6/2000	1709.50	1254.92	454.58	4/11/2008
635456	30305	1/11/2000	368.20		368.20	
635457	30305	1/11/2000	223.55		223.55	
635499	30305	1/12/2000	1108.00		1108.00	
635516	30305	1/12/2000	1662.00		1662.00	
635519	30305	1/12/2000	102.00		102.00	
635530	30305	1/12/2000	92.05		92.05	
635532	30305	1/12/2000	105.20		105.20	
635536	30305	1/12/2000	26.30		26.30	
635539	30305	1/12/2000	39.45		39.45	
635670	30305	1/14/2000	604.90		604.90	
635673	30305	1/14/2000	328.75		328.75	
635675	30305	1/14/2000	1354.45	25.00	1329.45	8/22/2001
635676	30305	1/14/2000	657.50	425.00	232.50	5/28/2010
635683	30305	1/14/2000	1801.55		1801.55	
635795	30305	1/18/2000	26.30		26.30	
635806	30305	1/18/2000	381.35		381.35	
635807	30305	1/18/2000	315.00		315.00	
635867	30305	1/19/2000	26.30	10.55	15.75	9/5/2003
635871	30305	1/19/2000	39.45		39.45	
635875	30305	1/19/2000	10.00		10.00	
636080	30305	1/24/2000	2761.50		2761.50	
636081	30305	1/24/2000	131.50		131.50	
636089	30305	1/24/2000	73.00	28.40	44.60	4/15/2005
636100	30305	1/24/2000	52.60		52.60	
636404	30305	1/27/2000	6.00		6.00	
636415	30305	1/27/2000	118.35		118.35	
636419	30305	1/27/2000	26.30		26.30	
636444	30305	1/27/2000	4134.00	855.74	3278.26	11/22/2005
636461	30305	1/27/2000	118.35		118.35	
636466	30305	1/27/2000	710.10		710.10	
636479	30305	1/27/2000	78.90		78.90	
636839	30305	2/3/2000	420.80		420.80	
636848	30305	2/3/2000	65.75		65.75	
636851	30305	2/4/2000	39.45		39.45	
636853	30305	2/4/2000	52.60		52.60	
636854	30305	2/4/2000	381.35		381.35	
636861	30305	2/4/2000	355.05	9.28	345.77	8/22/2007

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
636879	30305	2/4/2000	407.65		407.65	
636882	30305	2/4/2000	631.20		631.20	
636985	30305	2/8/2000	78.90		78.90	
636987	30305	2/8/2000	52.60		52.60	
636996	30305	2/8/2000	420.80		420.80	
636998	30305	2/8/2000	736.40	88.01	648.39	2/21/2006
637006	30305	2/8/2000	15.00		15.00	
637043	30305	2/8/2000	223.55		223.55	
637047	30305	2/8/2000	460.25		460.25	
637192	30305	2/10/2000	447.10		447.10	
637198	30305	2/10/2000	92.05		92.05	
637217	30305	2/10/2000	539.15		539.15	
637230	30305	2/10/2000	249.85		249.85	
637231	30305	2/10/2000	26.30		26.30	
637243	30305	2/10/2000	52.60		52.60	
637499	30305	2/15/2000	132.00		132.00	
637503	30305	2/15/2000	221.60		221.60	
637507	30305	2/15/2000	983.35	508.11	475.24	8/3/2006
637520	30305	2/15/2000	381.35		381.35	
637521	30305	2/15/2000	394.50	65.61	328.89	1/17/2007
637790	30305	2/18/2000	52.60		52.60	
637800	30305	2/18/2000	144.65		144.65	
637806	30305	2/18/2000	26.30		26.30	
637808	30305	2/18/2000	39.45		39.45	
637970	30305	2/24/2000	144.65		144.65	
638044	30305	2/25/2000	236.70		236.70	
638117	30305	2/29/2000	170.95		170.95	
638118	30305	2/29/2000	2011.95		2011.95	
638121	30305	2/29/2000	328.75	67.00	261.75	2/20/2003
638125	30305	2/29/2000	1906.75		1906.75	
638438	30305	3/8/2000	78.90		78.90	
638440	30305	3/8/2000	52.60	26.00	26.60	6/24/2003
638449	30305	3/8/2000	315.60		315.60	
638451	30305	3/8/2000	39.45		39.45	
638457	30305	3/8/2000	775.85		775.85	
638459	30305	3/8/2000	2947.07		2947.07	
638463	30305	3/8/2000	394.50		394.50	
638472	30305	3/8/2000	223.55		223.55	
638479	30305	3/8/2000	433.95		433.95	
638482	30305	3/8/2000	800.00	793.74	6.26	5/23/2016
638490	30305	3/8/2000	591.75	305.74	286.01	8/3/2006
638492	30305	3/8/2000	394.50		394.50	
638500	30305	3/8/2000	775.85	191.40	584.45	9/27/2001
638536	30305	3/8/2000	526.00		526.00	
638540	30305	3/8/2000	105.20		105.20	
638551	30305	3/8/2000	955.65		955.65	
638613	30305	3/9/2000	7.00		7.00	
642454	30305	3/17/2000	1170.35		1170.35	
642459	30305	3/20/2000	368.20		368.20	
642469	30305	3/20/2000	52.60	42.65	9.95	6/12/2014
642475	30305	3/20/2000	210.40		210.40	
642482	30305	3/20/2000	315.60		315.60	4/18/2000
642507	30305	3/20/2000	170.95	82.00	88.95	3/14/2005
642509	30305	3/20/2000	394.50		394.50	
642513	30305	3/20/2000	52.60		52.60	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
642542	30305	3/20/2000	1842.05		1842.05	
642543	30305	3/20/2000	510.00	188.00	322.00	10/11/2016
642544	30305	3/20/2000	318.55		318.55	
642552	30305	3/20/2000	1731.25		1731.25	
642553	30305	3/20/2000	969.50	26.79	942.71	9/19/2005
642554	30305	3/20/2000	1592.75		1592.75	
642560	30305	3/20/2000	664.80		664.80	
642568	30305	3/20/2000	1786.65		1786.65	
642571	30305	3/20/2000	884.00	240.00	644.00	5/8/2001
642572	30305	3/20/2000	3296.30		3296.30	
642583	30305	3/20/2000	41.55		41.55	
642660	30305	3/22/2000	26.30		26.30	
642664	30305	3/22/2000	1946.20		1946.20	
642668	30305	3/22/2000	65.75		65.75	
642674	30305	3/22/2000	315.60	292.69	22.91	10/15/2009
642684	30305	3/22/2000	26.30		26.30	
642730	30305	3/23/2000	289.30		289.30	
642732	30305	3/23/2000	26.30		26.30	
642733	30305	3/23/2000	341.90		341.90	
642745	30305	3/23/2000	197.25		197.25	
642835	30305	3/24/2000	131.50		131.50	
642841	30305	3/24/2000	920.50		920.50	
642937	30305	3/27/2000	539.15		539.15	
642961	30305	3/27/2000	2326.80		2326.80	
642962	30305	3/27/2000	1523.50	133.45	1390.05	11/10/2005
642963	30305	3/27/2000	1842.05		1842.05	
642967	30305	3/28/2000	26.30		26.30	
642970	30305	3/28/2000	276.15		276.15	
642972	30305	3/28/2000	26.30		26.30	
643763	30305	3/30/2000	52.60		52.60	
643765	30305	3/30/2000	184.10		184.10	
643766	30305	3/30/2000	118.35		118.35	
643770	30305	3/30/2000	2260.00	1897.80	362.20	5/12/2016
643772	30305	3/30/2000	26.30		26.30	
643775	30305	3/30/2000	157.80		157.80	
643958	30305	4/7/2000	126.00		126.00	
643966	30305	4/7/2000	39.45		39.45	
643972	30305	4/7/2000	52.60		52.60	
643974	30305	4/7/2000	828.45		828.45	
643976	30305	4/7/2000	526.00		526.00	
643979	30305	4/7/2000	946.80	286.93	659.87	7/11/2005
643984	30305	4/7/2000	657.50		657.50	
643985	30305	4/7/2000	341.90		341.90	
643997	30305	4/7/2000	315.60		315.60	
644006	30305	4/7/2000	26.30		26.30	
644008	30305	4/7/2000	52.60		52.60	
644011	30305	4/7/2000	526.00		526.00	
644014	30305	4/7/2000	289.30	34.57	254.73	2/21/2006
644016	30305	4/7/2000	1038.85	15.00	1023.85	2/4/2004
644021	30305	4/7/2000	512.85		512.85	
644022	30305	4/7/2000	420.80	125.00	295.80	11/12/2003
644025	30305	4/7/2000	105.20		105.20	
644028	30305	4/7/2000	473.40	242.06	231.34	6/18/2008
644030	30305	4/7/2000	110.80		110.80	
644033	30305	4/7/2000	595.55		595.55	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
644034	30305	4/7/2000	581.70		581.70	
644043	30305	4/7/2000	650.95		650.95	
644077	30305	4/10/2000	486.55		486.55	
644084	30305	4/10/2000	381.35		381.35	
644089	30305	4/10/2000	26.30	1.53	24.77	8/3/2006
644090	30305	4/10/2000	486.55		486.55	
644138	30305	4/13/2000	26.30		26.30	
644144	30305	4/13/2000	13.15		13.15	
652455	30305	5/4/2000	396.00		396.00	
652458	30305	5/4/2000	65.75		65.75	
652463	30305	5/4/2000	736.40		736.40	
652465	30305	5/4/2000	407.65	3.18	404.47	10/17/2006
652470	30305	5/4/2000	105.20		105.20	
652478	30305	5/4/2000	355.05		355.05	
652500	30305	5/4/2000	1512.25	479.93	1032.32	1/22/2010
652504	30305	5/5/2000	26.30		26.30	
652506	30305	5/5/2000	552.30		552.30	
652507	30305	5/5/2000	540.00	484.00	56.00	4/17/2015
652509	30305	5/5/2000	26.30	7.92	18.38	9/22/2006
652515	30305	5/5/2000	460.25	106.34	353.91	8/11/2005
652518	30305	5/5/2000	867.90		867.90	
652519	30305	5/5/2000	26.30		26.30	
652524	30305	5/5/2000	118.35		118.35	
652528	30305	5/5/2000	230.00	198.00	32.00	5/17/2013
652549	30305	5/5/2000	328.75	106.35	222.40	3/28/2006
652552	30305	5/5/2000	157.80		157.80	
652559	30305	5/5/2000	1472.80	52.60	1420.20	9/7/2001
652561	30305	5/5/2000	26.30		26.30	
652563	30305	5/5/2000	22.00	3.50	18.50	5/6/2008
652564	30305	5/5/2000	144.65		144.65	3/5/2007
652565	30305	5/5/2000	39.45		39.45	
652571	30305	5/5/2000	381.35		381.35	
652575	30305	5/5/2000	52.60		52.60	
652579	30305	5/5/2000	420.80		420.80	
652595	30305	5/5/2000	131.50		131.50	
652600	30305	5/5/2000	28.00		28.00	
652611	30305	5/5/2000	131.50		131.50	
652613	30305	5/5/2000	131.50		131.50	
652678	30305	5/8/2000	4.00		4.00	
652682	30305	5/8/2000	2630.00	466.41	2163.59	9/11/2008
652684	30305	5/8/2000	460.25	152.30	307.95	11/18/2004
652685	30305	5/8/2000	815.30		815.30	
653860	30305	5/15/2000	118.35		118.35	
653865	30305	5/15/2000	1038.85		1038.85	
653868	30305	5/15/2000	78.90		78.90	
653875	30305	5/15/2000	289.30		289.30	
653876	30305	5/15/2000	236.70		236.70	
653881	30305	5/15/2000	604.90		604.90	
653886	30305	5/15/2000	2025.10		2025.10	
653888	30305	5/15/2000	26.30		26.30	3/5/2007
654004	30305	5/17/2000	2326.80		2326.80	
654005	30305	5/17/2000	2271.40		2271.40	
654007	30305	5/17/2000	484.75		484.75	
654009	30305	5/17/2000	907.35		907.35	
654017	30305	5/17/2000	78.90		78.90	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
654045	30305	5/17/2000	394.50	194.50	200.00	9/20/2000
654047	30305	5/17/2000	234.00	130.00	104.00	11/2/2000
654049	30305	5/17/2000	6.00		6.00	
654051	30305	5/17/2000	723.25	279.00	444.25	3/14/2006
655714	30305	5/19/2000	591.75		591.75	
655769	30305	5/23/2000	78.90		78.90	
655770	30305	5/23/2000	26.30		26.30	
655774	30305	5/23/2000	1052.00		1052.00	
655776	30305	5/23/2000	236.70		236.70	
655779	30305	5/23/2000	39.45		39.45	
655782	30305	5/23/2000	263.00		263.00	
655785	30305	5/23/2000	52.60		52.60	
655786	30305	5/23/2000	65.75		65.75	
655787	30305	5/23/2000	1328.15		1328.15	
655793	30305	5/23/2000	65.75		65.75	
655797	30305	5/23/2000	263.00		263.00	
658560	30305	6/19/2000	118.35	22.40	95.95	4/15/2005
658564	30305	6/19/2000	3271.45	554.75	2716.70	7/31/2002
658568	30305	6/19/2000	52.60		52.60	
658569	30305	6/19/2000	249.85		249.85	
658570	30305	6/19/2000	223.55		223.55	
658582	30305	6/19/2000	276.15		276.15	
658584	30305	6/19/2000	16.00		16.00	
658587	30305	6/19/2000	94.42		94.42	
658600	30305	6/19/2000	539.15		539.15	
658607	30305	6/19/2000	65.75		65.75	
658614	30305	6/19/2000	749.55	358.96	390.59	3/1/2005
658623	30305	6/19/2000	973.10		973.10	
658632	30305	6/19/2000	539.15		539.15	
658633	30305	6/19/2000	105.20		105.20	
658636	30305	6/19/2000	39.45		39.45	
658638	30305	6/19/2000	1209.80		1209.80	
658640	30305	6/19/2000	815.30	2.50	812.80	8/15/2006
658688	30305	6/20/2000	157.80		157.80	
658695	30305	6/20/2000	407.65		407.65	
658696	30305	6/20/2000	36.00	12.00	24.00	9/26/2000
658699	30305	6/20/2000	170.95	22.26	148.69	10/26/2007
658705	30305	6/20/2000	3724.25	2557.82	1166.43	3/8/2005
658708	30305	6/20/2000	105.20		105.20	
658710	30305	6/20/2000	65.75		65.75	
658714	30305	6/20/2000	131.50		131.50	
658724	30305	6/20/2000	2196.05		2196.05	
658837	30305	6/20/2000	240.00		240.00	
659616	30305	6/20/2000	289.30	183.71	105.59	7/22/2009
659618	30305	6/20/2000	26.30		26.30	
659647	30305	6/20/2000	26.30		26.30	
662776	30305	6/20/2000	263.00	199.40	63.60	7/20/2007
662779	30305	6/20/2000	26.30		26.30	
662783	30305	6/20/2000	1052.00		1052.00	
662793	30305	6/20/2000	3.00		3.00	
667144	30305	7/21/2000	65.75		65.75	
667147	30305	7/21/2000	13.15		13.15	
667160	30305	7/21/2000	670.65		670.65	
667174	30305	7/21/2000	657.00		657.00	
667178	30305	7/21/2000	39.45	11.00	28.45	3/12/2003

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
667203	30305	7/21/2000	6.00		6.00	
667204	30305	7/21/2000	302.45	91.74	210.71	9/22/2006
668069	30305	7/26/2000	1196.65	3.67	1192.98	8/15/2006
668081	30305	7/26/2000	184.10		184.10	
668084	30305	7/26/2000	78.90	15.00	63.90	7/21/2009
668086	30305	7/26/2000	105.20		105.20	
668087	30305	7/26/2000	473.40		473.40	
668101	30305	7/26/2000	26.30		26.30	
668102	30305	7/26/2000	22.00		22.00	
668103	30305	7/26/2000	223.55	63.70	159.85	12/11/2001
668123	30305	7/26/2000	210.40		210.40	
668146	30305	7/26/2000	249.85		249.85	
668147	30305	7/26/2000	756.00	181.00	575.00	1/17/2003
668149	30305	7/26/2000	1994.40		1994.40	
668150	30305	7/26/2000	1315.75		1315.75	
668153	30305	7/26/2000	1260.35		1260.35	
668156	30305	7/26/2000	263.15		263.15	
668157	30305	7/26/2000	263.15		263.15	
668158	30305	7/26/2000	290.85		290.85	
668160	30305	7/26/2000	512.45	155.43	357.02	9/22/2006
668167	30305	7/26/2000	678.65	81.11	597.54	2/21/2006
668175	30305	7/26/2000	1052.60	793.44	259.16	8/3/2006
668187	30305	7/26/2000	567.00	370.00	197.00	3/11/2002
668191	30305	7/26/2000	1163.40	193.63	969.77	1/17/2007
668197	30305	7/26/2000	729.00		729.00	
668200	30305	7/26/2000	282.00		282.00	
670838	30305	8/14/2000	763.53	234.54	528.99	3/11/2009
670841	30305	8/14/2000	126.00		126.00	
670843	30305	8/14/2000	197.75		197.75	
670848	30305	8/14/2000	341.90		341.90	
670852	30305	8/14/2000	263.00	144.17	118.83	4/29/2011
670928	30305	8/15/2000	39.45		39.45	
670929	30305	8/15/2000	52.60		52.60	
670930	30305	8/15/2000	13.15		13.15	
670945	30305	8/15/2000	39.45		39.45	
670949	30305	8/15/2000	210.40		210.40	
670950	30305	8/15/2000	249.85		249.85	
670954	30305	8/15/2000	39.45		39.45	
671007	30305	8/16/2000	4.00		4.00	
671033	30305	8/16/2000	2640.17		2640.17	
671044	30305	8/16/2000	263.00		263.00	
671070	30305	8/17/2000	184.10		184.10	
671103	30305	8/18/2000	276.15	202.85	73.30	2/22/2001
671110	30305	8/18/2000	2051.40		2051.40	
671115	30305	8/18/2000	39.45	39.45		3/16/2004
671118	30305	8/18/2000	302.45		302.45	
671156	30305	8/18/2000	1024.00	252.04	771.96	5/1/2001
671159	30305	8/18/2000	710.10		710.10	
671160	30305	8/18/2000	394.50	55.61	338.89	5/17/2006
671162	30305	8/18/2000	108.00	75.00	33.00	2/5/2003
671163	30305	8/18/2000	142.00	126.37	15.63	6/28/2006
671167	30305	8/21/2000	52.60		52.60	
671169	30305	8/21/2000	39.45		39.45	
671170	30305	8/21/2000	973.10		973.10	
671173	30305	8/21/2000	867.90		867.90	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
671174	30305	8/21/2000	2879.85	79.36	2800.49	9/19/2014
671189	30305	8/21/2000	315.60		315.60	
671193	30305	8/21/2000	52.60		52.60	
671216	30305	8/21/2000	1886.10		1886.10	
671225	30305	8/21/2000	39.45	5.38	34.07	10/26/2007
671244	30305	8/21/2000	92.05		92.05	
671250	30305	8/21/2000	39.45	20.00	19.45	5/12/2003
671255	30305	8/21/2000	52.60		52.60	
671257	30305	8/21/2000	12.00	1.77	10.23	5/6/2008
671260	30305	8/21/2000	8.00	1.96	6.04	5/6/2008
671263	30305	8/21/2000	26.30		26.30	
671264	30305	8/21/2000	26.30		26.30	
671282	30305	8/22/2000	315.60	86.74	228.86	10/17/2006
671294	30305	8/22/2000	138.00		138.00	
671304	30305	8/22/2000	420.80		420.80	
671309	30305	8/22/2000	578.60		578.60	
671335	30305	8/22/2000	39.45	4.70	34.75	2/21/2006
671345	30305	8/22/2000	92.05		92.05	
671346	30305	8/22/2000	315.60		315.60	
671350	30305	8/22/2000	157.80		157.80	
671370	30305	8/22/2000	1459.65		1459.65	
671372	30305	8/22/2000	52.60		52.60	
671516	30305	8/25/2000	210.40		210.40	
671517	30305	8/25/2000	263.00		263.00	
671528	30305	8/25/2000	65.75		65.75	
671530	30305	8/25/2000	3524.20		3524.20	
671550	30305	8/29/2000	381.35		381.35	
671552	30305	8/29/2000	118.35		118.35	
671555	30305	8/29/2000	13.15		13.15	
671560	30305	8/29/2000	105.20		105.20	
671561	30305	8/29/2000	5657.65		5657.65	
671566	30305	8/29/2000	210.40	31.38	179.02	2/20/2001
671570	30305	8/29/2000	26.30		26.30	
671571	30305	8/29/2000	92.05		92.05	
671572	30305	8/29/2000	104.00		104.00	
671575	30305	8/29/2000	131.50	55.93	75.57	4/29/2011
671587	30305	8/29/2000	199.62		199.62	
671595	30305	8/29/2000	223.55		223.55	
671597	30305	8/29/2000	276.15		276.15	
671601	30305	8/29/2000	263.00		263.00	
671618	30305	8/30/2000	52.60		52.60	
671621	30305	8/30/2000	433.95	358.47	75.48	11/27/2007
671636	30305	8/30/2000	341.90		341.90	
671638	30305	8/30/2000	249.85		249.85	
671652	30305	8/30/2000	170.95		170.95	
671688	30305	8/30/2000	16.00		16.00	
671705	30305	8/30/2000	1722.65	47.60	1675.05	9/19/2005
671715	30305	8/31/2000	486.55		486.55	
671724	30305	8/31/2000	289.30		289.30	
671726	30305	8/31/2000	131.50	129.67	1.83	4/11/2008
671731	30305	8/31/2000	52.60		52.60	
671735	30305	8/31/2000	539.15		539.15	
671741	30305	8/31/2000	552.30		552.30	
671756	30305	9/1/2000	554.00		554.00	
671757	30305	9/1/2000	135.00	135.00		3/16/2004

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
671758	30305	9/1/2000	346.25		346.25	
671761	30305	9/1/2000	69.25		69.25	
671763	30305	9/1/2000	2783.85	2023.06	760.79	4/11/2008
671765	30305	9/1/2000	138.50	41.96	96.54	9/22/2006
671767	30305	9/1/2000	1163.40	1132.47	30.93	3/25/2011
671770	30305	9/1/2000	997.20		997.20	
671772	30305	9/1/2000	28.00		28.00	
671788	30305	9/5/2000	381.35	148.70	232.65	11/9/2009
671796	30305	9/5/2000	420.80		420.80	
671817	30305	9/5/2000	407.65		407.65	
671864	30305	9/5/2000	75.00		75.00	
671867	30305	9/5/2000	420.80		420.80	
671932	30305	9/6/2000	92.05		92.05	
671949	30305	9/6/2000	78.90		78.90	
672016	30305	9/6/2000	52.60		52.60	
672032	30305	9/7/2000	26.30		26.30	
672033	30305	9/7/2000	381.35		381.35	
672050	30305	9/7/2000	552.30		552.30	
672087	30305	9/7/2000	4045.98	4045.98	1179.09	9/21/2016
672089	30305	9/7/2000	26.30		26.30	
672090	30305	9/7/2000	4384.07	2986.46	1397.61	3/14/2005
672098	30305	9/7/2000	65.75		65.75	
672105	30305	9/7/2000	52.60		52.60	
672348	30305	9/8/2000	184.10		184.10	
673102	30305	9/8/2000	815.30	247.32	567.98	9/22/2006
673202	30305	9/8/2000	606.45	585.00	21.45	5/11/2007
673775	30305	9/8/2000	210.40		210.40	
673778	30305	9/8/2000	65.75		65.75	
677205	30305	9/27/2000	381.35		381.35	
677206	30305	9/27/2000	131.50		131.50	
677208	30305	9/27/2000	486.55		486.55	
677243	30305	9/27/2000	499.70		499.70	
677249	30305	9/27/2000	854.75		854.75	
677312	30305	9/28/2000	170.95		170.95	
677314	30305	9/28/2000	1341.30		1341.30	
677678	30305	10/1/2000	39.45		39.45	
677682	30305	10/1/2000	341.90		341.90	
677685	30305	10/1/2000	236.70	45.00	191.70	5/29/2001
677690	30305	10/1/2000	341.90	341.90		1/29/2004
677724	30305	10/1/2000	52.60		52.60	
677344	30305	10/2/2000	52.60		52.60	
677350	30305	10/2/2000	473.40		473.40	
677355	30305	10/2/2000	499.70		499.70	
677362	30305	10/2/2000	118.35		118.35	
677363	30305	10/2/2000	1354.45	803.72	550.73	1/22/2010
677427	30305	10/3/2000	1854.15	562.11	1292.04	11/17/2005
677429	30305	10/3/2000	131.50		131.50	
677430	30305	10/3/2000	355.05		355.05	
677455	30305	10/3/2000	52.60		52.60	
677482	30305	10/4/2000	328.75	50.00	278.75	3/11/2002
677483	30305	10/4/2000	26.30		26.30	
677503	30305	10/4/2000	78.90		78.90	
677567	30305	10/6/2000	52.60		52.60	
677573	30305	10/6/2000	249.85		249.85	
677578	30305	10/6/2000	236.70		236.70	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
677585	30305	10/6/2000	631.20		631.20	
677594	30305	10/6/2000	447.10		447.10	
677822	30305	10/11/2000	1144.05	190.40	953.65	1/17/2007
677838	30305	10/11/2000	289.30	123.48	165.82	9/5/2001
677839	30305	10/11/2000	13.15		13.15	
677840	30305	10/11/2000	131.50		131.50	
677844	30305	10/11/2000	1012.55		1012.55	
677878	30305	10/11/2000	65.75		65.75	
678737	30305	10/18/2000	26.30		26.30	
678744	30305	10/18/2000	20.00		20.00	
679398	30305	10/20/2000	26.30		26.30	
679403	30305	10/20/2000	105.20	15.00	90.20	11/3/2000
679411	30305	10/20/2000	460.25		460.25	
679442	30305	10/23/2000	4352.65	4352.65		11/9/2016
679553	30305	10/25/2000	157.80	47.85	109.95	9/22/2006
679554	30305	10/25/2000	2090.85		2090.85	
679625	30305	10/26/2000	52.60		52.60	
679632	30305	10/26/2000	618.05		618.05	
679637	30305	10/26/2000	118.35		118.35	
679714	30305	10/30/2000	92.05		92.05	
679718	30305	10/30/2000	762.70		762.70	
679720	30305	10/30/2000	894.20		894.20	
679721	30305	10/30/2000	263.00		263.00	
679754	30305	11/1/2000	26.30		26.30	
679758	30305	11/1/2000	26.30		26.30	
679763	30305	11/1/2000	223.55		223.55	
679764	30305	11/1/2000	157.80		157.80	
679769	30305	11/1/2000	236.70		236.70	
679842	30305	11/2/2000	78.90		78.90	
679848	30305	11/2/2000	20.00		20.00	
679849	30305	11/2/2000	52.60		52.60	
679910	30305	11/2/2000	1288.70	749.00	539.70	6/17/2008
679911	30305	11/2/2000	78.90		78.90	
679955	30305	11/3/2000	1301.85		1301.85	
680069	30305	11/7/2000	441.75		441.75	
680072	30305	11/7/2000	210.40		210.40	
680078	30305	11/7/2000	539.15		539.15	
680079	30305	11/7/2000	210.40		210.40	
680098	30305	11/8/2000	591.75	162.66	429.09	10/17/2006
680104	30305	11/8/2000	407.65		407.65	
680637	30305	11/8/2000	131.50		131.50	
680779	30305	11/8/2000	631.20		631.20	
680785	30305	11/8/2000	223.55	83.74	139.81	8/22/2007
680787	30305	11/8/2000	52.60		52.60	
680802	30305	11/8/2000	131.50		131.50	
680822	30305	11/8/2000	52.60		52.60	
680831	30305	11/9/2000	247.85	65.85	182.00	8/28/2002
680835	30305	11/9/2000	512.45	140.85	371.60	10/17/2006
680836	30305	11/9/2000	1883.60	382.17	1501.43	7/19/2006
680837	30305	11/9/2000	96.95		96.95	
680869	30305	11/9/2000	1354.45	4.16	1350.29	8/15/2006
680887	30305	11/9/2000	184.10		184.10	
680888	30305	11/9/2000	39.45		39.45	
680903	30305	11/13/2000	144.65		144.65	
680907	30305	11/13/2000	920.50		920.50	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
680910	30305	11/13/2000	105.20	3.28	101.92	12/8/2005
680911	30305	11/13/2000	168.00	91.00	77.00	5/4/2001
680913	30305	11/13/2000	223.55		223.55	
680914	30305	11/13/2000	39.45		39.45	
680918	30305	11/13/2000	118.35		118.35	
680944	30305	11/13/2000	52.60	8.70	43.90	1/17/2007
680974	30305	11/13/2000	197.25		197.25	
680987	30305	11/14/2000	219.00		219.00	
680989	30305	11/14/2000	55.40		55.40	
680995	30305	11/14/2000	93.00		93.00	
680996	30305	11/14/2000	332.40	100.84	231.56	9/22/2006
680999	30305	11/14/2000	1260.35		1260.35	
681001	30305	11/14/2000	980.00	550.00	430.00	10/15/2001
681062	30305	11/15/2000	1038.75	639.37	399.38	7/22/2009
681073	30305	11/16/2000	13.15		13.15	
681104	30305	11/16/2000	1149.55		1149.55	
681159	30305	11/17/2000	2188.30		2188.30	
681161	30305	11/17/2000	969.50		969.50	
681163	30305	11/17/2000	175.00		175.00	
681199	30305	11/21/2000	678.65		678.65	
681207	30305	11/21/2000	138.00		138.00	
681212	30305	11/21/2000	1149.55		1149.55	
681258	30305	11/22/2000	114.00		114.00	
681261	30305	11/22/2000	1144.05		1144.05	
681262	30305	11/22/2000	1762.10		1762.10	
681264	30305	11/22/2000	92.05	33.70	58.35	4/12/2001
681268	30305	11/22/2000	476.00	70.00	406.00	4/5/2001
681272	30305	11/22/2000	1249.25	25.00	1224.25	5/14/2002
681274	30305	11/22/2000	26.30		26.30	
681277	30305	11/22/2000	13.15		13.15	
681310	30305	11/27/2000	762.70		762.70	
681313	30305	11/27/2000	52.60		52.60	
681317	30305	11/27/2000	52.60		52.60	
681318	30305	11/27/2000	13.15		13.15	
681367	30305	11/28/2000	184.10	65.75	118.35	4/10/2001
681377	30305	11/28/2000	263.00		263.00	
681380	30305	11/28/2000	157.80	128.53	122.19	3/28/2002
681441	30305	11/29/2000	52.60		52.60	
681484	30305	11/30/2000	328.75	39.84	288.91	12/15/2006
681611	30305	12/5/2000	13.15		13.15	
681616	30305	12/5/2000	512.85	262.23	250.62	6/18/2008
681670	30305	12/6/2000	1260.35		1260.35	
681789	30305	12/7/2000	78.90		78.90	
681880	30305	12/8/2000	39.45		39.45	
681881	30305	12/8/2000	52.60		52.60	
681885	30305	12/8/2000	197.25	50.62	146.63	1/4/2011
681892	30305	12/8/2000	486.55	100.68	385.87	11/22/2005
681946	30305	12/11/2000	100.00		100.00	
681974	30305	12/12/2000	52.60	1.39	51.21	8/16/2005
681975	30305	12/12/2000	381.35	298.00	83.35	8/8/2001
682004	30305	12/12/2000	3432.15		3432.15	
682006	30305	12/12/2000	3037.65		3149.30	
682014	30305	12/12/2000	460.25		460.25	
682025	30305	12/12/2000	289.30	48.10	241.20	1/17/2007
682028	30305	12/12/2000	368.20		368.20	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
682696	30305	12/19/2000	92.05		92.05	
682707	30305	12/19/2000	90.54		90.54	
682723	30305	12/19/2000	70.00		70.00	
683296	30305	12/26/2000	52.60		52.60	
683299	30305	12/26/2000	92.05		92.05	
683300	30305	12/26/2000	762.70	23.44	739.26	2/27/2008
683317	30305	12/27/2000	734.05		734.05	
683318	30305	12/27/2000	96.95		96.95	
683404	30305	12/28/2000	39.45		39.45	
683411	30305	12/28/2000	39.45		39.45	
683603	30305	12/28/2000	105.20		105.20	
683779	30305	1/3/2001	831.00	268.65	562.35	3/28/2006
683791	30305	1/3/2001	124.65		124.65	
683793	30305	1/3/2001	124.65		124.65	
683797	30305	1/3/2001	27.00		27.00	
683799	30305	1/3/2001	72.00		72.00	
683819	30305	1/4/2001	13.15		13.15	
683830	30305	1/4/2001	65.75		65.75	
683877	30305	1/4/2001	5771.55		5771.55	3/24/2005
683897	30305	1/4/2001	118.35		118.35	
683900	30305	1/4/2001	683.80		683.80	
683931	30305	1/5/2001	180.05		180.05	
683937	30305	1/5/2001	886.40		886.40	
683983	30305	1/8/2001	3393.25	25.24	3368.01	1/18/2006
683986	30305	1/8/2001	415.50		415.50	
689764	30305	1/18/2001	447.10	200.00	349.35	4/2/2004
689768	30305	1/18/2001	65.75		65.75	
689775	30305	1/18/2001	39.45		39.45	
689776	30305	1/18/2001	223.55		223.55	
689780	30305	1/18/2001	210.40		210.40	
689789	30305	1/18/2001	657.50		657.50	
689799	30305	1/18/2001	1038.85	172.90	865.95	1/17/2007
689903	30305	1/22/2001	618.05		618.05	
689907	30305	1/22/2001	92.05		92.05	
689913	30305	1/22/2001	1343.45		1343.45	
689914	30305	1/22/2001	1260.35		1260.35	
689927	30305	1/22/2001	114.00		114.00	
689931	30305	1/22/2001	1398.85		1398.85	
690015	30305	1/23/2001	180.05		180.05	
690018	30305	1/23/2001	2326.80	1194.71	1132.09	1/10/2006
690026	30305	1/23/2001	1758.95		1758.95	
690105	30305	1/24/2001	131.50		131.50	
690106	30305	1/24/2001	26.30		26.30	
690109	30305	1/24/2001	78.90		78.90	
690137	30305	1/24/2001	26.30		26.30	
690141	30305	1/24/2001	65.75		65.75	
690158	30305	1/24/2001	473.40		473.40	
690166	30305	1/24/2001	289.30		289.30	
690248	30305	1/26/2001	13.15		13.15	
690249	30305	1/26/2001	78.90		78.90	
690344	30305	1/30/2001	65.75		65.75	
690368	30305	1/30/2001	39.45		39.45	
690372	30305	1/30/2001	210.40		210.40	
690375	30305	1/30/2001	26.30		26.30	
690408	30305	1/30/2001	1643.75		1643.75	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
690411	30305	1/30/2001	18.00		18.00	
690412	30305	1/30/2001	2630.00		2630.00	
690414	30305	1/30/2001	78.90		78.90	
690416	30305	1/30/2001	2380.15		2380.15	
690417	30305	1/30/2001	30.00		30.00	
690535	30305	2/5/2001	170.95		170.95	
690552	30305	2/5/2001	591.75	52.60	539.15	4/9/2003
690560	30305	2/5/2001	75.00		75.00	
690565	30305	2/5/2001	1104.60	679.16	425.44	7/22/2009
690569	30305	2/5/2001	192.00	187.35	112.30	3/12/2003
690600	30305	2/6/2001	131.50		131.50	
690601	30305	2/6/2001	118.35	9.63	108.72	11/22/2005
690614	30305	2/6/2001	736.40		736.40	
690617	30305	2/6/2001	105.20		105.20	
691894	30305	2/7/2001	184.10		184.10	
691898	30305	2/7/2001	65.75		65.75	
691899	30305	2/7/2001	52.60	21.53	31.07	10/20/2008
691900	30305	2/7/2001	302.45		302.45	
692043	30305	2/13/2001	65.75		65.75	
692044	30305	2/13/2001	854.75		854.75	
692061	30305	2/13/2001	263.00	203.89	59.11	3/14/2005
692062	30305	2/13/2001	52.60		52.60	
692084	30305	2/13/2001	52.60		52.60	
692094	30305	2/13/2001	170.95	42.00	128.95	4/4/2001
692096	30305	2/13/2001	65.75		65.75	
692097	30305	2/13/2001	565.45		565.45	
692101	30305	2/13/2001	973.10		973.10	
692399	30305	2/14/2001	328.75		328.75	
692424	30305	2/14/2001	170.95		170.95	
692522	30305	2/15/2001	210.40	100.00	110.40	9/17/2010
692523	30305	2/15/2001	12.00		12.00	
692537	30305	2/15/2001	78.90		78.90	
692542	30305	2/15/2001	236.70		236.70	
692549	30305	2/15/2001	118.35		118.35	
692552	30305	2/15/2001	210.40	5.46	204.94	8/16/2005
692554	30305	2/15/2001	65.75		65.75	
692560	30305	2/15/2001	762.70		762.70	
692571	30305	2/15/2001	249.85		249.85	
692593	30305	2/16/2001	27.70		27.70	
692594	30305	2/16/2001	429.35		429.35	
692609	30305	2/16/2001	166.20		166.20	
692610	30305	2/16/2001	969.50		969.50	
692611	30305	2/16/2001	1288.05		1288.05	
692654	30305	2/20/2001	657.50	326.00	331.50	4/17/2015
692663	30305	2/20/2001	52.60		52.60	
692677	30305	2/20/2001	2380.15		2380.15	
692693	30305	2/20/2001	2051.40		2051.40	
692697	30305	2/20/2001	263.00		263.00	
692700	30305	2/20/2001	170.95		170.95	
692705	30305	2/20/2001	670.65	90.26	580.39	10/26/2007
692751	30305	2/21/2001	683.80		683.80	
692778	30305	2/21/2001	223.55		223.55	
692781	30305	2/21/2001	263.00		263.00	
692784	30305	2/21/2001	355.05		355.05	
692790	30305	2/21/2001	249.85		249.85	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
692798	30305	2/22/2001	210.40	19.00	191.40	3/12/2003
692898	30305	2/22/2001	1735.80	557.91	1290.29	6/21/2007
693573	30305	2/22/2001	26.30		26.30	
694059	30305	3/1/2001	69.25	19.01	50.24	10/17/2006
694062	30305	3/1/2001	1288.05		1288.05	
694064	30305	3/1/2001	110.80		110.80	
694065	30305	3/1/2001	13.85		13.85	
694066	30305	3/1/2001	817.15		817.15	
694068	30305	3/1/2001	318.55		318.55	
694073	30305	3/1/2001	1218.80		1218.80	3/5/2007
694076	30305	3/2/2001	26.30		26.30	
694100	30305	3/2/2001	2459.05		2459.05	
694114	30305	3/2/2001	289.30		289.30	
694115	30305	3/2/2001	26.30		26.30	
694136	30305	3/5/2001	433.95		433.95	
694137	30305	3/5/2001	1091.45		1091.45	
694147	30305	3/5/2001	906.00	772.82	133.18	7/27/2006
694149	30305	3/5/2001	92.05		92.05	
694154	30305	3/5/2001	26.30		26.30	
694190	30305	3/6/2001	1748.95		1748.95	
694201	30305	3/6/2001	394.50	110.89	283.61	3/16/2004
694226	30305	3/6/2001	1525.10	47.72	1477.38	12/8/2005
694228	30305	3/6/2001	52.60		52.60	
694231	30305	3/6/2001	276.15		276.15	
694235	30305	3/6/2001	355.05		355.05	
694253	30305	3/7/2001	263.00		263.00	
694258	30305	3/7/2001	2209.20		2209.20	
694468	30305	3/8/2001	105.20		105.20	
694482	30305	3/8/2001	36.00		36.00	
694483	30305	3/8/2001	105.20		105.20	
694450	30305	3/9/2001	1209.80		1209.80	
694454	30305	3/9/2001	197.25		197.25	
694458	30305	3/9/2001	1472.80		1472.80	
694658	30305	3/13/2001	277.00		277.00	
694681	30305	3/13/2001	637.10		637.10	
694682	30305	3/13/2001	609.40		609.40	
694707	30305	3/13/2001	58.00		58.00	
694840	30305	3/14/2001	304.70	284.71	19.99	5/22/2013
694842	30305	3/14/2001	623.25	103.70	519.55	1/17/2007
694844	30305	3/14/2001	219.00		219.00	
694845	30305	3/14/2001	2714.60		2714.60	
694846	30305	3/14/2001	1454.25		1454.25	
694847	30305	3/14/2001	249.30		249.30	
694874	30305	3/15/2001	2559.14		2559.14	
694876	30305	3/15/2001	1012.55		1012.55	
694880	30305	3/15/2001	65.75	3.69	62.06	8/3/2006
694890	30305	3/15/2001	129.00	100.00	29.00	10/11/2001
694996	30305	3/16/2001	2119.05		2119.05	
695012	30305	3/16/2001	955.65	353.64	602.01	2/16/2006
695013	30305	3/16/2001	415.50		415.50	
695016	30305	3/16/2001	1149.55	237.92	911.63	11/22/2005
695053	30305	3/19/2001	2262.70		2262.70	
695068	30305	3/19/2001	473.40		473.40	
695156	30305	3/19/2001	197.25		197.25	
695140	30305	3/20/2001	223.55		223.55	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
695141	30305	3/20/2001	78.00	78.86	110.87	2/10/2011
695142	30305	3/20/2001	52.60		52.60	
695147	30305	3/20/2001	1078.30		1078.30	
695211	30305	3/21/2001	26.30		26.30	
696653	30305	3/21/2001	21.00		21.00	
696947	30305	3/21/2001	26.30		26.30	
697139	30305	3/21/2001	623.25		623.25	
697219	30305	3/22/2001	1842.05		1842.05	
697234	30305	3/22/2001	706.35	57.41	648.94	11/22/2005
697257	30305	3/22/2001	3258.32		3258.32	
697260	30305	3/22/2001	3376.47		3376.47	
697264	30305	3/22/2001	26.30		26.30	
697273	30305	3/22/2001	302.45		302.45	
697969	30305	3/28/2001	723.25		723.25	
697976	30305	3/28/2001	723.25	121.00	602.25	10/29/2009
697978	30305	3/28/2001	1091.45		1091.45	
698136	30305	3/29/2001	381.35		381.35	
698142	30305	3/29/2001	236.70	64.35	172.35	10/13/2009
698173	30305	4/2/2001	210.40		210.40	
698175	30305	4/2/2001	696.95		696.95	
698218	30305	4/3/2001	1196.65	26.30	1170.35	4/16/2001
698219	30305	4/3/2001	26.30		26.30	
698222	30305	4/3/2001	105.20		105.20	
698247	30305	4/4/2001	30.00		30.00	
698260	30305	4/4/2001	443.20		443.20	
698311	30305	4/4/2001	2182.90	661.77	1521.13	11/17/2005
698313	30305	4/4/2001	447.10	92.79	354.31	11/22/2005
698322	30305	4/5/2001	105.20		105.20	
698344	30305	4/5/2001	13.15		13.15	
698363	30305	4/5/2001	2156.60		2156.60	
698379	30305	4/5/2001	1231.55		1231.55	
698417	30305	4/6/2001	595.55		595.55	
698680	30305	4/12/2001	2229.85		2229.85	
698716	30305	4/12/2001	1565.05	260.49	1304.56	1/17/2007
698847	30305	4/16/2001	26.30		26.30	
698848	30305	4/16/2001	92.05		92.05	
698849	30305	4/16/2001	5397.54		5397.54	
698864	30305	4/17/2001	1670.05		1670.05	
698887	30305	4/17/2001	601.44		601.44	
698902	30305	4/17/2001	52.60		52.60	
698904	30305	4/17/2001	2638.90	439.26	2199.64	1/17/2007
698909	30305	4/17/2001	52.60		52.60	
698911	30305	4/17/2001	315.60		315.60	
700510	30305	4/25/2001	170.95		170.95	
701326	30305	4/30/2001	13.15		13.15	
701328	30305	4/30/2001	52.60		52.60	
701331	30305	4/30/2001	52.60		52.60	
701334	30305	4/30/2001	394.50		394.50	
701457	30305	5/2/2001	1785.95	1761.70	24.25	9/15/2009
701459	30305	5/2/2001	304.70		304.70	
701464	30305	5/2/2001	2396.05		2396.05	
701514	30305	5/2/2001	92.05	65.00	27.05	2/26/2003
701617	30305	5/3/2001	78.90		78.90	
701633	30305	5/3/2001	197.25	50.00	147.25	7/19/2001
701656	30305	5/3/2001	39.45		39.45	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
701657	30305	5/3/2001	65.75		65.75	
701700	30305	5/4/2001	170.95		170.95	
701716	30305	5/4/2001	26.00		26.00	
701735	30305	5/4/2001	881.05		881.05	
701736	30305	5/4/2001	341.90	25.00	316.90	10/2/2001
701739	30305	5/4/2001	894.20		894.20	
701740	30305	5/4/2001	473.40	412.75	60.65	10/8/2003
701742	30305	5/4/2001	2643.15		2643.15	
701846	30305	5/9/2001	486.55		486.55	
701847	30305	5/9/2001	65.75		65.75	
701850	30305	5/9/2001	1416.00		1416.00	
701856	30305	5/9/2001	26.30		26.30	
701858	30305	5/9/2001	499.70		499.70	
701859	30305	5/9/2001	828.45		828.45	
701863	30305	5/9/2001	328.75		328.75	
703020	30305	5/10/2001	197.25		197.25	
703030	30305	5/10/2001	1407.05	224.39	1182.66	7/29/2008
703192	30305	5/14/2001	26.30		26.30	
703200	30305	5/14/2001	52.60		52.60	
703210	30305	5/14/2001	52.60		52.60	
703211	30305	5/14/2001	26.30		26.30	
703215	30305	5/14/2001	539.15		539.15	
703248	30305	5/15/2001	683.80		683.80	
703251	30305	5/15/2001	39.45		39.45	
703253	30305	5/15/2001	507.02		507.02	
703442	30305	5/16/2001	26.30		26.30	
703447	30305	5/16/2001	219.00		219.00	
703983	30305	5/17/2001	2038.25		2038.25	
703986	30305	5/17/2001	539.15		539.15	
703996	30305	5/17/2001	16.00		16.00	
704605	30305	5/22/2001	2035.95	1001.15	1034.80	4/16/2009
704672	30305	5/23/2001	838.58		838.58	
704673	30305	5/23/2001	644.35		644.35	
704679	30305	5/23/2001	3093.00		3093.00	
704684	30305	5/23/2001	1371.90	40.77	1331.13	8/2/2002
704686	30305	5/23/2001	26.30		26.30	
704692	30305	5/23/2001	1052.00	39.45	1012.55	7/11/2001
704765	30305	5/24/2001	368.00	253.29	114.71	2/27/2004
704779	30305	5/24/2001	210.40		210.40	
704800	30305	5/25/2001	197.25		197.25	
704805	30305	5/25/2001	3049.88	391.71	2658.17	9/22/2006
704920	30305	5/29/2001	644.35		644.35	
704969	30305	5/30/2001	236.70		236.70	
704978	30305	5/30/2001	465.00	420.25	44.75	5/30/2007
704980	30305	5/30/2001	236.70		236.70	
704997	30305	5/30/2001	907.35		907.35	
704998	30305	5/30/2001	1157.20		1157.20	
704999	30305	5/30/2001	92.05		92.05	
705000	30305	5/30/2001	65.75		65.75	
705002	30305	5/30/2001	236.70		236.70	
705022	30305	5/30/2001	26.30		26.30	
705249	30305	6/12/2001	78.90		78.90	
705250	30305	6/12/2001	144.65		144.65	
705251	30305	6/12/2001	646.28		646.28	
705639	30305	6/12/2001	4.00		4.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
705721	30305	6/13/2001	749.55		749.55	
705724	30305	6/13/2001	26.30		26.30	
705725	30305	6/13/2001	26.30		26.30	
705726	30305	6/13/2001	539.15		539.15	
706138	30305	6/14/2001	184.10	22.28	161.82	10/9/2006
706144	30305	6/14/2001	552.30		552.30	
706147	30305	6/14/2001	46.00		46.00	
706199	30305	6/14/2001	232.00		232.00	
706205	30305	6/14/2001	1551.20		1551.20	
706206	30305	6/14/2001	720.20	327.99	392.21	11/22/2005
706575	30305	6/19/2001	276.15		276.15	
706587	30305	6/19/2001	3839.80		3839.80	
706589	30305	6/19/2001	26.30		26.30	
707330	30305	6/21/2001	223.55		223.55	
707338	30305	6/21/2001	368.20	1.15	367.05	8/15/2006
707343	30305	6/21/2001	802.15		802.15	
707356	30305	6/21/2001	14.00		14.00	
707361	30305	6/21/2001	65.75		65.75	
707366	30305	6/21/2001	126.00		126.00	
707433	30305	6/25/2001	3357.00	2281.54	1075.46	11/21/2014
707434	30305	6/25/2001	27.70		27.70	
707441	30305	6/25/2001	1177.25		1177.25	
707442	30305	6/25/2001	2077.50	1809.94	267.56	3/16/2010
708750	30305	6/27/2001	381.35		381.35	
708777	30305	6/27/2001	1816.70	143.00	1673.70	5/22/2007
708780	30305	6/27/2001	591.75	324.77	266.98	4/8/2011
708796	30305	6/27/2001	10.00		10.00	
708839	30305	6/28/2001	3188.40	60.00	3128.40	2/13/2003
708873	30305	6/28/2001	236.70		236.70	11/4/2004
708962	30305	7/17/2001	13.15		13.15	
708963	30305	7/17/2001	828.45		828.45	
708970	30305	7/17/2001	2393.30		2393.30	
708974	30305	7/17/2001	15.00		15.00	
709140	30305	7/20/2001	328.75		328.75	
709151	30305	7/20/2001	157.80		157.80	
709609	30305	8/1/2001	131.50		131.50	
709627	30305	8/1/2001	197.25		197.25	
709630	30305	8/1/2001	3695.15		3695.15	
709785	30305	8/3/2001	6.00		6.00	
709792	30305	8/3/2001	289.30		289.30	
709796	30305	8/3/2001	39.45		39.45	
709797	30305	8/3/2001	473.40		473.40	
709823	30305	8/6/2001	381.35		381.35	
709837	30305	8/6/2001	197.25		197.25	
709935	30305	8/8/2001	65.75		65.75	
709942	30305	8/8/2001	26.30		136.60	
709944	30305	8/8/2001	355.05		355.05	
709945	30305	8/8/2001	219.00		219.00	
709959	30305	8/8/2001	2445.00		2445.00	
709978	30305	8/8/2001	2735.70		2735.70	
710078	30305	8/10/2001	298.00	32.00	266.00	2/18/2005
710081	30305	8/10/2001	2971.90	23.24	2948.66	10/17/2006
710092	30305	8/10/2001	371.00		371.00	
710195	30305	8/15/2001	26.30		26.30	
710206	30305	8/15/2001	26.30		26.30	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
710209	30305	8/15/2001	1091.45		1091.45	
710211	30305	8/15/2001	3319.75	3319.75	292.44	9/21/2016
710213	30305	8/15/2001	710.10		710.10	
710216	30305	8/15/2001	284.00	60.00	224.00	1/8/2002
710250	30305	8/15/2001	26.30		26.30	
710254	30305	8/15/2001	105.20		105.20	
710513	30305	8/21/2001	52.60		52.60	
710572	30305	8/21/2001	65.75		65.75	
710580	30305	8/21/2001	26.30		26.30	
710591	30305	8/21/2001	683.80		683.80	
710801	30305	8/24/2001	105.20		105.20	
710802	30305	8/24/2001	26.30		26.30	
710806	30305	8/24/2001	2156.60	537.04	1619.56	11/17/2006
710932	30305	8/28/2001	473.40		473.40	
710941	30305	8/28/2001	2427.35		2427.35	
710959	30305	8/28/2001	144.65		144.65	
711925	30305	8/30/2001	65.75		65.75	
711931	30305	8/30/2001	1078.30		1078.30	
711939	30305	8/30/2001	94.42		94.42	
711946	30305	8/30/2001	354.00	31.00	323.00	3/12/2003
711970	30305	8/30/2001	2324.95		2324.95	
711973	30305	8/30/2001	26.30		26.30	
711994	30305	8/31/2001	368.20		368.20	
711999	30305	8/31/2001	1740.00	1051.75	688.25	3/7/2005
712038	30305	9/4/2001	802.15	190.00	612.15	2/15/2012
712053	30305	9/4/2001	1893.60	747.00	1146.60	4/22/2013
712056	30305	9/4/2001	2570.78	1506.35	1064.43	11/22/2006
712080	30305	9/4/2001	78.90		78.90	
712081	30305	9/4/2001	65.75		65.75	
712083	30305	9/4/2001	26.30		26.30	
712084	30305	9/4/2001	185.70		185.70	
712215	30305	9/6/2001	1946.20		1946.20	
712240	30305	9/6/2001	39.45		39.45	
712339	30305	9/11/2001	526.00	108.83	417.17	11/22/2005
712345	30305	9/11/2001	26.30		26.30	
712350	30305	9/11/2001	683.15		683.15	
712351	30305	9/11/2001	40.00		40.00	
712353	30305	9/11/2001	4014.79	1150.63	2864.16	11/9/2004
712355	30305	9/11/2001	289.30		289.30	
712362	30305	9/11/2001	2577.40		2577.40	
712363	30305	9/11/2001	39.45		39.45	
712366	30305	9/12/2001	2856.00		2856.00	
712374	30305	9/12/2001	894.20	28.00	866.20	3/16/2004
712376	30305	9/12/2001	78.90		78.90	
712398	30305	9/12/2001	4461.60	2332.70	2128.90	9/15/2009
712428	30305	9/12/2001	683.80	662.27	21.53	10/20/2008
712442	30305	9/12/2001	394.50		394.50	
712459	30305	9/12/2001	1643.75	17.05	1626.70	3/20/2007
712475	30305	9/12/2001	78.90		78.90	
712479	30305	9/12/2001	131.50	55.93	75.57	4/29/2011
712487	30305	9/12/2001	433.95		433.95	
712496	30305	9/12/2001	26.30		26.30	
712498	30305	9/12/2001	815.30		815.30	
712500	30305	9/12/2001	3130.20		3130.20	
712503	30305	9/12/2001	131.50		131.50	

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712515	30305	9/13/2001	2772.60	335.28	2437.32	10/9/2006
712518	30305	9/13/2001	328.75		328.75	
712523	30305	9/13/2001	2537.85	30.00	2507.85	7/5/2007
712524	30305	9/13/2001	447.10		447.10	
712525	30305	9/13/2001	78.90		78.90	
712530	30305	9/13/2001	1803.70		1803.70	
712532	30305	9/13/2001	2542.35		2542.35	
712558	30305	9/13/2001	302.45		312.45	4/18/2002
716243	30305	9/13/2001	815.30		815.30	
716247	30305	9/13/2001	824.00	154.00	670.00	2/21/2003
716251	30305	9/13/2001	78.90		78.90	
716252	30305	9/13/2001	26.30		26.30	
716259	30305	9/13/2001	92.05		92.05	
716260	30305	9/13/2001	4536.75		4536.75	
716263	30305	9/13/2001	65.75		65.75	
716266	30305	9/13/2001	1768.45		1768.45	
718818	30305	9/18/2001	841.60		841.60	
718823	30305	9/18/2001	26.30		26.30	
718830	30305	9/18/2001	3300.65		3300.65	
718831	30305	9/18/2001	1535.80		1535.80	
718837	30305	9/18/2001	120.50		120.50	
718841	30305	9/18/2001	1748.95		1748.95	
718842	30305	9/18/2001	460.25		460.25	
718845	30305	9/18/2001	1367.60		1367.60	
718849	30305	9/18/2001	2551.10		2551.10	
718906	30305	9/18/2001	1218.80		1218.80	
718908	30305	9/18/2001	1551.20		1551.20	
718909	30305	9/18/2001	138.00		138.00	
718921	30305	9/18/2001	858.70		858.70	
718945	30305	9/18/2001	1578.90		1578.90	
718947	30305	9/18/2001	2091.35		2091.35	
718948	30305	9/18/2001	5054.55		5054.55	
718951	30305	9/18/2001	2465.30		2465.30	
718964	30305	9/18/2001	282.00	82.25	199.75	5/11/2009
718968	30305	9/18/2001	1703.55		1703.55	
718972	30305	9/19/2001	2380.80	1465.26	915.54	7/22/2009
718975	30305	9/19/2001	1966.70	356.84	1609.86	8/16/2005
718981	30305	9/19/2001	277.00		277.00	
719030	30305	9/19/2001	4.00		4.00	
719033	30305	9/19/2001	1140.00		1140.00	
719046	30305	9/19/2001	460.25	220.87	239.38	7/20/2007
719052	30305	9/19/2001	2263.00	828.80	1434.20	9/22/2003
719059	30305	9/19/2001	473.40	40.24	433.16	7/18/2007
719077	30305	9/19/2001	1232.59	560.54	925.06	5/19/2009
719083	30305	9/19/2001	259.00	35.00	224.00	3/4/2002
719191	30305	9/20/2001	39.45		39.45	
719203	30305	9/20/2001	3037.65		3037.65	
719215	30305	9/20/2001	4482.40		4482.40	
719226	30305	9/20/2001	118.35		118.35	
719230	30305	9/21/2001	2511.65		2511.65	
719279	30305	9/21/2001	692.50	77.24	615.26	9/20/2016
719282	30305	9/21/2001	2286.20		2286.20	
719285	30305	9/21/2001	777.00	50.00	727.00	9/5/2002
719290	30305	9/21/2001	2934.10		2934.10	
721269	30305	10/2/2001	1407.05		1407.05	

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721271	30305	10/2/2001	6.00	2.26	3.74	5/11/2009
721355	30305	10/3/2001	52.60		52.60	
721367	30305	10/3/2001	1380.75		1380.75	
721424	30305	10/3/2001	4056.62		4056.62	
721495	30305	10/4/2001	1458.10	150.00	1308.10	3/10/2003
721512	30305	10/4/2001	328.75		328.75	
721559	30305	10/4/2001	328.75		328.75	
721665	30305	10/9/2001	65.75		65.75	
721671	30305	10/9/2001	2675.00	15.00	2660.00	3/4/2002
721678	30305	10/9/2001	4668.23	283.82	4384.41	9/20/2005
721680	30305	10/9/2001	92.05		92.05	
721683	30305	10/9/2001	1101.70	50.00	1051.70	10/24/2001
721691	30305	10/9/2001	2686.05		2686.05	
721717	30305	10/10/2001	4878.80	69.45	4809.35	3/12/2003
721718	30305	10/10/2001	4995.45		4995.45	
721764	30305	10/11/2001	289.30		289.30	
721772	30305	10/11/2001	157.80	80.00	77.80	8/11/2009
721775	30305	10/11/2001	2028.05		2028.05	
721778	30305	10/11/2001	499.70		499.70	
721781	30305	10/11/2001	13.15		13.15	
721794	30305	10/11/2001	880.00	80.00	800.00	2/5/2003
724173	30305	10/17/2001	368.20		368.20	
724175	30305	10/17/2001	223.55	6.85	216.70	10/10/2002
724188	30305	10/17/2001	723.25		723.25	
724190	30305	10/17/2001	415.15	163.15	252.00	11/22/2005
724464	30305	10/24/2001	578.00	364.00	214.00	4/8/2010
724468	30305	10/24/2001	157.80		157.80	
724544	30305	10/25/2001	26.30	4.68	21.62	8/15/2006
724548	30305	10/25/2001	512.85	388.00	124.85	6/16/2004
724629	30305	10/29/2001	246.00		246.00	
724630	30305	10/29/2001	438.00	271.99	166.01	5/11/2009
724632	30305	10/29/2001	26.30		26.30	
724637	30305	10/29/2001	96.00		96.00	
724641	30305	10/29/2001	4357.26		4357.26	
724648	30305	10/29/2001	302.45		302.45	
724651	30305	10/30/2001	499.70		499.70	
724657	30305	10/30/2001	1998.80	1859.81	138.99	11/10/2005
724660	30305	10/30/2001	138.50		138.50	
724661	30305	10/30/2001	2659.20		2659.20	
724717	30305	10/31/2001	1980.55		1980.55	
725371	30305	11/1/2001	26.30	15.86	10.44	6/3/2010
725432	30305	11/1/2001	119.00		119.00	
725434	30305	11/1/2001	815.30		815.30	
725436	30305	11/1/2001	1315.00	109.38	1205.62	8/22/2007
725441	30305	11/1/2001	244.00		244.00	
725449	30305	11/1/2001	26.30		26.30	
725464	30305	11/1/2001	26.30	4.50	21.80	8/15/2006
725466	30305	11/1/2001	20.00		20.00	
725475	30305	11/1/2001	52.60	2.00	50.60	3/19/2003
725477	30305	11/2/2001	4066.15		4066.15	
727559	30305	11/8/2001	1036.00	413.44	622.56	3/30/2016
727560	30305	11/8/2001	3695.45		3695.45	
727561	30305	11/8/2001	3344.35	2517.12	827.23	3/21/2014
727566	30305	11/8/2001	52.60		52.60	
727576	30305	11/9/2001	1762.10		1762.10	

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727580	30305	11/9/2001	105.20		105.20	
727581	30305	11/9/2001	315.60		315.60	3/5/2007
727582	30305	11/9/2001	26.30		26.30	
727601	30305	11/15/2001	9.00		9.00	
727605	30305	11/15/2001	207.00	26.82	180.18	3/14/2005
727621	30305	11/16/2001	921.00		921.00	
727626	30305	11/16/2001	749.55		749.55	
727629	30305	11/16/2001	13.15		13.15	
727637	30305	11/16/2001	27.00		27.00	
728982	30305	11/28/2001	4065.72	1300.23	2765.49	3/16/2010
728983	30305	11/28/2001	118.35		118.35	
728984	30305	11/28/2001	1012.45	963.39	49.06	4/29/2009
728985	30305	11/28/2001	969.43		969.43	
728993	30305	11/28/2001	1871.80		1871.80	
728994	30305	11/28/2001	3473.75		3473.75	
728997	30305	11/28/2001	52.60		52.60	
729003	30305	11/28/2001	52.60		52.60	
729017	30305	11/28/2001	1315.00		1315.00	
729054	30305	11/29/2001	289.30		289.30	
729058	30305	11/29/2001	3979.85		3979.85	
729061	30305	11/29/2001	1459.65	264.88	1194.77	8/16/2005
729070	30305	11/29/2001	1167.90	202.25	965.65	4/23/2002
729081	30305	11/29/2001	144.65	24.81	119.84	8/15/2006
729196	30305	11/30/2001	105.20		105.20	
729197	30305	11/30/2001	985.65	534.53	451.12	3/23/2006
729203	30305	11/30/2001	894.20		894.20	
729220	30305	11/30/2001	2630.90	2426.54	204.36	3/21/2014
729514	30305	12/6/2001	762.00	302.45	459.55	8/12/2002
729530	30305	12/6/2001	26.30		26.30	
729543	30305	12/6/2001	202.00	91.13	110.87	10/28/2009
729556	30305	12/6/2001	369.05		369.05	
729572	30305	12/6/2001	499.70		499.70	
729580	30305	12/6/2001	683.80		683.80	
729581	30305	12/6/2001	588.00		588.00	
729590	30305	12/6/2001	92.05		92.05	
729619	30305	12/7/2001	526.00		526.00	
729879	30305	12/13/2001	1745.10	270.30	1474.80	3/20/2007
729915	30305	12/14/2001	222.00		222.00	
730018	30305	12/19/2001	1024.00	310.00	714.00	4/18/2006
730020	30305	12/19/2001	1988.05	50.00	1938.05	5/25/2004
730029	30305	12/19/2001	306.00		306.00	
730040	30305	12/19/2001	723.25	597.47	125.78	11/27/2007
730232	30305	12/24/2001	425.35	44.00	381.35	4/5/2002
730327	30305	12/27/2001	13.15		13.15	
730364	30305	12/27/2001	420.80		420.80	
731746	30305	1/3/2002	881.05		881.05	
733682	30305	1/7/2002	1301.85		1301.85	
733821	30305	1/10/2002	368.20	92.00	276.20	7/11/2006
734057	30305	1/16/2002	104.00		104.00	
734175	30305	1/17/2002	1157.20	578.60	578.60	3/4/2002
736205	30305	2/5/2002	2050.20	78.90	1971.30	10/17/2002
736207	30305	2/5/2002	197.25		197.25	
736209	30305	2/5/2002	65.75		65.75	
736210	30305	2/5/2002	157.80		157.80	
736217	30305	2/5/2002	1354.45		1354.45	

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736221	30305	2/5/2002	2967.75		2967.75	
736224	30305	2/5/2002	65.75		65.75	
736226	30305	2/5/2002	39.45		39.45	
737144	30305	2/19/2002	1020.00	595.00	425.00	4/15/2005
737150	30305	2/19/2002	444.00	127.00	317.00	5/18/2005
737151	30305	2/19/2002	65.75		65.75	
737158	30305	2/19/2002	26.30		26.30	
737188	30305	2/20/2002	236.70		236.70	
737194	30305	2/20/2002	657.50		657.50	
739884	30305	3/5/2002	2033.49		2033.49	
739906	30305	3/5/2002	210.40		210.40	
739916	30305	3/5/2002	18.00		18.00	
739917	30305	3/5/2002	526.00		526.00	
739918	30305	3/5/2002	1965.16	329.31	1635.85	12/15/2006
739926	30305	3/5/2002	20.00		20.00	
740012	30305	3/6/2002	2958.75		2958.75	
742991	30305	4/3/2002	1789.55		1789.55	
743029	30305	4/4/2002	473.40		473.40	
744916	30305	4/15/2002	1051.50	716.46	335.04	10/19/2006
745682	30305	4/25/2002	78.90		78.90	
745691	30305	4/25/2002	338.00		338.00	
745696	30305	4/25/2002	1591.15		1591.15	
745708	30305	4/25/2002	107.57		107.57	
745709	30305	4/25/2002	26.30		26.30	
745718	30305	4/26/2002	4790.82		4790.82	
747485	30305	5/8/2002	8042.90	602.60	7440.30	3/24/2005
747490	30305	5/8/2002	1748.95		1748.95	
747514	30305	5/8/2002	131.50		131.50	
747550	30305	5/9/2002	3765.62		3765.62	
747551	30305	5/9/2002	13.15		13.15	
747562	30305	5/9/2002	3326.93		3326.93	
749561	30305	5/29/2002	6443.50		6443.50	
754914	30305	6/19/2002	809.68		809.68	
754939	30305	6/19/2002	460.25		460.25	
754946	30305	6/19/2002	2096.71		2096.71	
754948	30305	6/19/2002	1230.00	311.51	918.49	1/8/2007
754949	30305	6/19/2002	184.10		184.10	
754957	30305	6/19/2002	473.40		473.40	
754961	30305	6/19/2002	157.80		157.80	
754966	30305	6/19/2002	852.00	20.00	832.00	7/11/2003
762035	30305	8/8/2002	5975.89	242.44	5733.45	3/19/2008
762037	30305	8/8/2002	52.60		52.60	
762044	30305	8/8/2002	881.05		978.70	
762045	30305	8/8/2002	355.05		355.05	
762046	30305	8/8/2002	1420.20		1420.20	
762047	30305	8/8/2002	854.75		854.75	
762050	30305	8/8/2002	144.65		144.65	
762051	30305	8/8/2002	52.60		52.60	
762054	30305	8/8/2002	808.00		808.00	
762056	30305	8/8/2002	761.61		761.61	
762058	30305	8/8/2002	650.00	196.00	454.00	2/4/2004
762059	30305	8/8/2002	2945.05		2945.05	
762066	30305	8/8/2002	65.75		65.75	
762073	30305	8/8/2002	831.89		831.89	
762084	30305	8/8/2002	39.45		39.45	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
762086	30305	8/8/2002	341.90		341.90	
762087	30305	8/8/2002	26.30		26.30	
762088	30305	8/8/2002	1301.85	162.00	1139.85	3/20/2007
764280	30305	8/8/2002	1621.55		1621.55	
764284	30305	8/8/2002	52.60		52.60	
764285	30305	8/8/2002	315.60		315.60	
764287	30305	8/8/2002	92.05		92.05	
764288	30305	8/8/2002	52.60	33.04	19.56	3/14/2006
764289	30305	8/8/2002	65.75		65.75	
764292	30305	8/8/2002	289.30		289.30	
764293	30305	8/8/2002	236.70		236.70	
764294	30305	8/8/2002	1067.30	117.00	950.30	4/14/2003
765193	30305	8/19/2002	1210.80		1210.80	
765194	30305	8/19/2002	39.45	26.77	12.68	3/13/2012
765218	30305	8/19/2002	78.90		78.90	
765324	30305	8/21/2002	13.15		13.15	
765350	30305	8/21/2002	3017.33		3017.33	
766552	30305	8/22/2002	526.30		526.30	
766566	30305	8/23/2002	26.30		26.30	
766568	30305	8/23/2002	1860.40	16.00	1844.40	11/9/2005
766577	30305	8/23/2002	748.00	100.00	648.00	2/6/2003
766594	30305	8/23/2002	3214.24		3214.24	
766595	30305	8/23/2002	2367.00		2367.00	
766597	30305	8/23/2002	184.10	125.00	59.10	3/17/2015
766603	30305	8/23/2002	39.45		39.45	
766604	30305	8/23/2002	677.97	353.00	324.97	5/12/2016
766608	30305	8/23/2002	26.30		26.30	
766609	30305	8/23/2002	223.55		223.55	
766610	30305	8/23/2002	1464.00	1164.20	299.80	8/4/2005
766614	30305	8/23/2002	4680.00		4680.00	
766617	30305	8/23/2002	3190.07	456.49	2733.58	1/23/2007
766618	30305	8/23/2002	39.45		39.45	
766619	30305	8/23/2002	1489.35		1489.35	
767958	30305	9/18/2002	3550.50		3550.50	
767964	30305	9/18/2002	995.29	50.00	945.29	5/29/2003
767965	30305	9/18/2002	86.66		86.66	
767966	30305	9/18/2002	1262.40		1262.40	
767970	30305	9/18/2002	82.00	75.00	7.00	12/2/2003
767971	30305	9/18/2002	710.10		710.10	
767973	30305	9/18/2002	394.45	13.15	381.30	10/4/2002
767974	30305	9/18/2002	1038.85		1038.85	
767975	30305	9/18/2002	1564.85		1564.85	
767987	30305	9/18/2002	912.00		912.00	
767991	30305	9/18/2002	26.30		26.30	
767995	30305	9/18/2002	867.90		867.90	
768381	30305	10/1/2002	1911.15		1911.15	
768389	30305	10/1/2002	144.65		144.65	
768392	30305	10/1/2002	78.90		78.90	
768394	30305	10/1/2002	39.45		39.45	
768395	30305	10/1/2002	30.18		30.18	
768397	30305	10/1/2002	381.35		381.35	
770128	30305	10/15/2002	932.55	357.77	574.78	12/4/2007
770129	30305	10/15/2002	1404.00	170.00	1234.00	6/2/2004
770133	30305	10/15/2002	104.00		104.00	
770140	30305	10/15/2002	355.05		355.05	

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770142	30305	10/15/2002	433.95	217.81	216.14	6/23/2005
770148	30305	10/15/2002	1157.65		1157.65	
770149	30305	10/15/2002	52.60	6.00	46.60	6/28/2007
770152	30305	10/15/2002	392.00		392.00	
770154	30305	10/15/2002	2018.02		2018.02	
770159	30305	10/15/2002	3142.79		3142.79	
770163	30305	10/15/2002	2071.43		2071.43	
770164	30305	10/15/2002	988.83		988.83	
770600	30305	11/6/2002	4437.72	1250.00	3187.72	8/25/2006
770605	30305	11/6/2002	2225.50	634.55	1590.95	3/20/2007
770606	30305	11/6/2002	3177.08		3177.08	
770622	30305	11/6/2002	273.99	171.81	102.18	4/14/2006
770623	30305	11/6/2002	39.45		39.45	
770625	30305	11/6/2002	2575.20	1230.97	1344.23	10/19/2006
770633	30305	11/6/2002	460.25		460.25	
770649	30305	11/6/2002	105.20	69.24	35.96	3/13/2006
771902	30305	11/22/2002	3320.60		3430.00	
771904	30305	11/22/2002	5480.01	1550.00	3930.01	5/12/2016
771908	30305	11/22/2002	162.00		162.00	
771913	30305	11/22/2002	288.00	14.00	274.00	1/8/2003
771919	30305	11/22/2002	1558.00	276.47	1281.53	5/6/2008
771926	30305	11/22/2002	2175.96		2175.96	
771930	30305	11/22/2002	62.00		62.00	
771932	30305	11/22/2002	460.25	17.00	443.25	3/19/2008
771933	30305	11/22/2002	263.00		263.00	
775022	30305	1/7/2003	78.90		78.90	
775030	30305	1/7/2003	736.40		736.40	
775031	30305	1/7/2003	65.75		65.75	
775034	30305	1/7/2003	111.45		111.45	
775039	30305	1/7/2003	3348.45	77.00	3271.45	2/17/2011
775041	30305	1/7/2003	1802.25	1095.68	706.57	8/22/2007
775068	30305	1/7/2003	39.45		39.45	
776428	30305	1/16/2003	685.00	299.04	385.96	10/12/2007
776573	30305	1/17/2003	105.20		105.20	
776872	30305	1/22/2003	588.00		588.00	
776878	30305	1/22/2003	4666.88		4666.88	
776879	30305	1/22/2003	105.20	41.00	64.20	6/18/2004
776889	30305	1/22/2003	673.02	526.57	146.45	8/7/2008
776905	30305	1/22/2003	815.00	422.38	392.62	7/11/2008
776906	30305	1/22/2003	2527.00	396.08	2130.92	6/17/2015
780211	30305	2/27/2003	623.65		623.65	
780215	30305	2/27/2003	861.00		861.00	
780217	30305	2/27/2003	3655.64	43.82	3611.82	12/4/2006
780227	30305	2/27/2003	39.45		39.45	
780238	30305	2/27/2003	341.90	52.60	289.30	5/1/2003
780241	30305	2/27/2003	803.43		803.43	
780245	30305	2/27/2003	1627.77		1627.77	
785227	30305	4/30/2003	1264.00	299.80	964.20	8/4/2005
787009	30305	5/21/2003	315.60		315.60	
787011	30305	5/21/2003	39.45		39.45	
787012	30305	5/21/2003	52.60		52.60	
787020	30305	5/21/2003	52.60		52.60	
787021	30305	5/21/2003	3761.76	236.90	3524.86	4/7/2006
787024	30305	5/21/2003	2292.72	1296.12	996.60	9/6/2012
787028	30305	5/21/2003	407.65		407.65	

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787040	30305	5/21/2003	236.70		315.70	
787043	30305	5/21/2003	3896.01		3896.01	
787046	30305	5/21/2003	1162.57	248.91	913.66	9/30/2004
787051	30305	5/21/2003	578.60		578.60	
787052	30305	5/21/2003	4574.69	26.00	4548.69	3/19/2008
787058	30305	5/21/2003	75.00		75.00	
787059	30305	5/21/2003	52.60		52.60	
787068	30305	5/21/2003	670.65		670.65	
787070	30305	5/21/2003	394.50		394.50	
787190	30305	5/28/2003	1512.25		1512.25	
787191	30305	5/28/2003	539.15	11.00	528.15	6/16/2006
787196	30305	5/28/2003	5442.65	3627.70	1814.95	2/21/2007
787200	30305	5/28/2003	644.35	100.00	544.35	10/16/2003
787210	30305	5/28/2003	460.25	230.00	250.25	8/26/2004
787221	30305	5/28/2003	65.75		65.75	
787226	30305	5/28/2003	65.75	33.00	32.75	4/16/2009
787227	30305	5/28/2003	65.75		196.06	
787234	30305	5/28/2003	13.15		13.15	
787240	30305	5/28/2003	3562.30	2875.11	687.19	2/2/2016
787252	30305	5/28/2003	4279.71		4279.71	
789570	30305	7/10/2003	26.30		26.30	
789576	30305	7/10/2003	26.30		26.30	
789580	30305	7/10/2003	1248.85		1248.85	
789602	30305	7/10/2003	4046.68		4046.68	
789603	30305	7/10/2003	788.00	550.00	238.00	5/15/2009
789604	30305	7/10/2003	3450.84		3450.84	
789606	30305	7/10/2003	65.75		65.75	
789621	30305	7/10/2003	315.60		315.60	
791523	30305	8/6/2003	2098.05	69.00	2029.05	8/11/2005
791529	30305	8/6/2003	39.45	20.78	18.67	6/6/2007
791531	30305	8/6/2003	578.16	118.35	459.81	2/19/2004
791541	30305	8/6/2003	3586.22	3499.04	87.18	3/16/2010
791546	30305	8/6/2003	1762.19	422.24	1339.95	7/29/2015
791547	30305	8/6/2003	283.91		283.91	
791555	30305	8/6/2003	3040.95		3040.95	
791566	30305	8/6/2003	144.65		144.65	
791569	30305	8/6/2003	437.18		437.18	
791573	30305	8/6/2003	263.00		263.00	
791580	30305	8/6/2003	3383.04	33.00	3350.04	9/20/2012
791582	30305	8/6/2003	308.05	42.31	265.74	6/30/2005
792751	30305	8/19/2003	9110.40		9110.40	
792790	30305	8/20/2003	2160.60		2160.60	
793046	30305	8/27/2003	3934.58	2956.32	978.26	7/20/2010
793051	30305	8/27/2003	2517.21		2517.21	
793054	30305	8/27/2003	2425.70		2425.70	
793062	30305	8/27/2003	276.15		276.15	
793065	30305	8/27/2003	1413.93	1168.62	245.31	4/17/2015
793066	30305	8/27/2003	433.95		433.95	
793067	30305	8/27/2003	26.30		26.30	
793068	30305	8/27/2003	447.10		447.10	
793070	30305	8/27/2003	65.75		65.75	
793075	30305	8/27/2003	1394.53		1394.53	
793078	30305	8/27/2003	503.14		503.14	
793081	30305	8/27/2003	289.30	26.00	263.30	2/18/2005
793083	30305	8/27/2003	294.90		294.90	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
793084	30305	8/27/2003	1945.09		1945.09	
793089	30305	8/27/2003	1795.64	200.00	1595.64	10/20/2003
795746	30305	9/26/2003	2862.55	442.00	2420.55	7/5/2007
795754	30305	9/26/2003	105.20	25.00	80.20	3/30/2016
795755	30305	9/26/2003	171.81		171.81	
795756	30305	9/26/2003	573.00	466.96	106.04	5/21/2015
795759	30305	9/26/2003	26.30		26.30	
795766	30305	9/26/2003	582.04		582.04	
795775	30305	9/26/2003	80.00	8.56	173.84	6/2/2006
795969	30305	10/3/2003	1074.40	366.00	708.40	3/1/2005
795976	30305	10/3/2003	2213.48	25.00	2188.48	3/3/2004
795977	30305	10/3/2003	275.50		275.50	
795981	30305	10/3/2003	26.30		26.30	
795986	30305	10/3/2003	16.00		16.00	
795992	30305	10/3/2003	2913.64	205.00	2708.64	3/30/2016
795995	30305	10/3/2003	65.75		65.75	
795998	30305	10/3/2003	120.72		120.72	
796000	30305	10/3/2003	565.66		565.66	
796001	30305	10/3/2003	2990.59		2990.59	
796605	30305	10/9/2003	1108.46	1108.46		6/22/2016
796612	30305	10/9/2003	302.45	25.00	277.45	2/17/2011
796619	30305	10/9/2003	116.00		116.00	
796624	30305	10/9/2003	2693.28	2420.69	272.59	1/8/2007
796631	30305	10/9/2003	1333.73		1333.73	
796634	30305	10/9/2003	1127.00		1127.00	
796635	30305	10/9/2003	523.19		523.19	
802056	30305	11/7/2003	4249.74	445.92	3803.82	3/22/2007
802060	30305	11/7/2003	39.45		39.45	
802061	30305	11/7/2003	3675.90	171.59	3504.31	6/2/2006
802063	30305	11/7/2003	2367.00		2367.00	
802069	30305	11/7/2003	579.02		579.02	
802071	30305	11/7/2003	51.09		51.09	
802073	30305	11/7/2003	52.60		52.60	
802075	30305	11/7/2003	2420.26	328.75	2091.51	10/27/2004
802083	30305	11/7/2003	1551.00	1551.00	-215.39	1/17/2017
802085	30305	11/7/2003	568.89		568.89	
802089	30305	11/7/2003	3647.44	213.20	3434.24	2/18/2005
802090	30305	11/7/2003	236.70	59.25	177.45	2/2/2004
802091	30305	11/7/2003	255.45		255.45	
802092	30305	11/7/2003	596.05		596.05	
802099	30305	11/7/2003	1408.98	870.73	538.25	2/10/2006
803165	30305	11/21/2003	1112.78	291.00	821.78	3/30/2016
803183	30305	11/21/2003	170.30		170.30	
803185	30305	11/21/2003	379.19	28.58	350.61	12/9/2005
803197	30305	11/21/2003	1992.51		1992.51	
803275	30305	12/3/2003	136.24		136.24	
803276	30305	12/3/2003	715.26	215.00	500.26	6/6/2008
803282	30305	12/3/2003	170.30		170.30	
803286	30305	12/3/2003	34.06		34.06	
803287	30305	12/3/2003	992.92		992.92	
803289	30305	12/3/2003	102.18		102.18	
803290	30305	12/3/2003	272.00		272.00	
805870	30305	1/7/2004	2537.47		2537.47	
805872	30305	1/7/2004	2107.00		2107.00	
805874	30305	1/7/2004	766.35		766.35	

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805880	30305	1/7/2004	3235.70		3235.70	
805883	30305	1/7/2004	817.44	817.44		10/28/2016
805884	30305	1/7/2004	620.00	169.48	450.52	1/17/2007
805896	30305	1/7/2004	681.20		925.80	
805897	30305	1/7/2004	664.17		664.17	
805904	30305	1/7/2004	658.06	103.06	555.00	4/4/2005
805909	30305	1/7/2004	101.00		101.00	
805910	30305	1/7/2004	493.87		493.87	
805911	30305	1/7/2004	204.36	204.36		6/22/2016
806440	30305	1/14/2004	34.06		34.06	
806442	30305	1/14/2004	834.47		834.47	
806443	30305	1/14/2004	1020.00	1014.86	5.14	6/15/2011
806445	30305	1/14/2004	1992.51		1992.51	
806448	30305	1/14/2004	374.66		374.66	
806450	30305	1/14/2004	3218.67		3218.67	
806454	30305	1/14/2004	3559.27		3559.27	
812762	30305	3/18/2004	2952.46		2952.46	
812765	30305	3/18/2004	102.18		102.18	
812772	30305	3/18/2004	391.69		391.69	
812774	30305	3/18/2004	1617.85	517.19	1100.66	2/10/2011
812783	30305	3/18/2004	2196.87	2196.87		3/25/2011
812785	30305	3/18/2004	51.09		51.09	
812800	30305	3/18/2004	425.75		425.75	
812808	30305	3/18/2004	3763.63	3763.63		4/21/2009
812810	30305	3/18/2004	2043.60	99.12	1944.48	4/23/2008
812811	30305	3/18/2004	221.39	153.27	68.12	5/5/2004
812812	30305	3/18/2004	68.12		68.12	
812825	30305	3/18/2004	51.09		51.09	
812830	30305	3/18/2004	425.75		425.75	
812833	30305	3/18/2004	715.26		715.26	
812834	30305	3/18/2004	2374.72	1486.53	888.19	7/27/2005
813548	30305	3/25/2004	507.21	239.00	268.21	5/19/2004
813553	30305	3/25/2004	255.45		255.45	
813564	30305	3/25/2004	902.59		902.59	
813568	30305	3/25/2004	306.54		306.54	
813571	30305	3/25/2004	408.72		408.72	
813573	30305	3/25/2004	187.33		187.33	
813578	30305	3/25/2004	119.21		119.21	
813586	30305	3/25/2004	68.12		68.12	
813588	30305	3/25/2004	749.32		749.32	
813591	30305	3/25/2004	32.00		32.00	
813592	30305	3/25/2004	1141.01		1141.01	
813593	30305	3/25/2004	408.72		408.72	
817491	30305	5/13/2004	789.00		789.00	
823798	30305	7/29/2004	34.06		34.06	
823836	30305	7/29/2004	51.09		51.09	
823837	30305	7/29/2004	318.00	86.56	231.44	1/17/2007
823875	30305	7/29/2004	1532.70		1532.70	
823957	30305	7/29/2004	889.00	319.80	569.20	6/13/2006
824009	30305	7/29/2004	493.87		493.87	
824019	30305	7/29/2004	1053.00	477.00	576.00	3/4/2009
824039	30305	7/29/2004	2379.21	219.21	2160.00	11/4/2005
824050	30305	7/29/2004	1030.00	648.91	381.09	5/8/2007
824083	30305	7/29/2004	1175.07	22.00	1153.07	5/21/2015
824094	30305	7/29/2004	2946.19		2946.19	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
824105	30305	7/29/2004	664.17	653.17	11.00	9/21/2007
824129	30305	7/29/2004	1123.98		1123.98	
824153	30305	7/29/2004	476.84	25.00	451.84	1/8/2010
824165	30305	7/29/2004	1021.80	25.00	996.80	12/18/2006
824166	30305	7/29/2004	4304.20	1945.50	2358.70	3/30/2016
824178	30305	7/29/2004	68.12		68.12	
824190	30305	7/29/2004	613.08	269.92	343.16	7/16/2008
824225	30305	7/29/2004	68.12		68.12	
824226	30305	7/29/2004	851.50		851.50	
824262	30305	7/29/2004	2230.86	2164.00	66.86	3/20/2013
824273	30305	7/29/2004	471.00		471.00	
824285	30305	7/29/2004	306.54		306.54	
824297	30305	7/29/2004	51.09		51.09	
824322	30305	7/29/2004	936.65		936.65	
824345	30305	7/29/2004	1311.31	160.00	1151.31	5/7/2010
824358	30305	7/29/2004	53.00		53.00	
824371	30305	7/29/2004	340.60		340.60	
825352	30305	8/16/2004	68.12		68.12	
825360	30305	8/16/2004	136.24		136.24	
829382	30305	9/20/2004	51.09		51.09	
829391	30305	9/20/2004	357.63		357.63	
829395	30305	9/20/2004	340.60		340.60	
829399	30305	9/20/2004	919.62		919.62	
829410	30305	9/20/2004	1362.40		1362.40	
829414	30305	9/20/2004	851.50	690.00	161.50	2/17/2006
829576	30305	9/22/2004	1233.00	865.19	367.81	10/18/2005
829577	30305	9/22/2004	187.33		187.33	
829580	30305	9/22/2004	51.09		51.09	
829581	30305	9/22/2004	34.06		34.06	
829584	30305	9/22/2004	34.06		34.06	
829601	30305	9/23/2004	4512.95	128.69	4384.26	10/24/2016
829602	30305	9/23/2004	102.18		102.18	
829604	30305	9/23/2004	351.96	313.70	38.26	7/23/2009
829607	30305	9/23/2004	9821.92	7437.43	2384.49	2/18/2010
829613	30305	9/23/2004	85.15		85.15	
829625	30305	9/23/2004	136.24	26.00	110.24	12/8/2004
830107	30305	9/28/2004	128.00		128.00	
830122	30305	9/28/2004	987.74		987.74	
830123	30305	9/28/2004	3559.27		3559.27	
830129	30305	9/28/2004	715.26	341.06	374.20	11/17/2005
830135	30305	9/28/2004	221.39		221.39	
830136	30305	9/28/2004	85.15		85.15	
830153	30305	9/29/2004	34.06		34.06	
830154	30305	9/29/2004	102.18		102.18	
830162	30305	9/29/2004	85.15		85.15	
830167	30305	9/29/2004	902.59		902.59	
830170	30305	9/29/2004	119.21		119.21	
830173	30305	9/29/2004	4836.52	3343.41	1493.11	5/12/2016
830214	30305	9/29/2004	3933.93	1055.86	2878.07	2/7/2006
830215	30305	9/29/2004	4564.04	4150.00	414.04	9/22/2009
830221	30305	9/29/2004	681.20		681.20	
830705	30305	10/8/2004	204.36		204.36	
831324	30305	10/8/2004	187.33	60.00	127.33	2/19/2008
831335	30305	10/8/2004	580.70	330.06	250.64	7/7/2005
831374	30305	10/8/2004	85.15		85.15	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
831385	30305	10/8/2004	119.21		119.21	
831391	30305	10/8/2004	237.00	12.00	225.00	12/16/2004
831398	30305	10/8/2004	1362.40	2.42	1359.98	5/6/2008
831428	30305	10/11/2004	170.00	7.42	162.58	2/5/2010
831429	30305	10/11/2004	1450.00	960.16	489.84	12/4/2006
831434	30305	10/11/2004	102.18		102.18	
831436	30305	10/11/2004	1141.01	302.94	838.07	4/19/2006
831439	30305	10/11/2004	221.39		221.39	
831625	30305	10/13/2004	136.24		136.24	
831636	30305	10/13/2004	63.00		63.00	
831640	30305	10/13/2004	2557.44	2289.51	267.93	9/8/2010
831663	30305	10/13/2004	187.33		187.33	
831672	30305	10/13/2004	40.06		40.06	
831677	30305	10/13/2004	68.12		68.12	
831682	30305	10/13/2004	3116.49	1337.06	1779.43	12/6/2010
831689	30305	10/13/2004	34.06		34.06	
832130	30305	10/15/2004	476.84	49.05	427.79	7/22/2009
833423	30305	10/28/2004	34.06		34.06	
833427	30305	10/28/2004	221.39	85.15	136.24	12/10/2004
833430	30305	10/28/2004	1072.89		1072.89	
833432	30305	10/28/2004	204.36		204.36	
833459	30305	10/29/2004	800.41		800.41	
833471	30305	10/29/2004	766.35		766.35	
833475	30305	10/29/2004	681.20		681.20	
833477	30305	10/29/2004	255.45		255.45	
833478	30305	10/29/2004	196.00	10.00	186.00	12/14/2004
834830	30305	11/17/2004				4/21/2009
836898	30305	12/9/2004	238.42		238.42	
836902	30305	12/9/2004	391.69		391.69	
836903	30305	12/9/2004	561.99	28.80	533.19	4/7/2006
836905	30305	12/9/2004	34.06		34.06	
836906	30305	12/9/2004	1379.43		1379.43	
836909	30305	12/9/2004	4.00		4.00	
836910	30305	12/9/2004	57.00		57.00	
836915	30305	12/9/2004	34.06		34.06	
836919	30305	12/10/2004	3916.90	1077.36	2839.54	5/24/2007
836920	30305	12/10/2004	442.78	60.00	382.78	4/19/2005
836923	30305	12/10/2004	970.71	774.58	196.13	11/27/2007
837493	30305	12/15/2004	289.51		289.51	
837496	30305	12/15/2004	1413.49	50.00	1363.49	3/30/2005
837531	30305	12/16/2004	527.93		527.93	
837536	30305	12/16/2004	24.00		24.00	
837539	30305	12/16/2004	136.24		136.24	
837541	30305	12/16/2004	834.47		834.47	
837546	30305	12/16/2004	6510.74	5301.58	1209.16	9/20/2016
837559	30305	12/16/2004	2333.11		2333.11	
837563	30305	12/16/2004	34.06		34.06	
837565	30305	12/16/2004	114.00	78.00	36.00	3/7/2005
837576	30305	12/16/2004	596.05		596.05	
837577	30305	12/16/2004	187.33		187.33	
837582	30305	12/16/2004	204.36		204.36	
837591	30305	12/16/2004	1379.43		1379.43	
837594	30305	12/16/2004	136.24		136.24	
837605	30305	12/16/2004	2758.86	306.54	2452.32	3/2/2005
837607	30305	12/16/2004	374.66		374.66	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
837609	30305	12/16/2004	1086.00		1086.00	
837610	30305	12/16/2004	561.99		561.99	
837613	30305	12/16/2004	633.63	29.55	604.08	6/2/2006
837614	30305	12/16/2004	102.18	3.21	98.97	12/8/2005
837621	30305	12/17/2004	1328.34		1328.34	
837657	30305	12/17/2004	170.30		170.30	
837658	30305	12/17/2004	34.06		34.06	
837666	30305	12/17/2004	1668.94		1668.94	
837688	30305	12/17/2004	357.63		357.63	
837703	30305	12/20/2004	3576.30		3576.30	
837717	30305	12/20/2004	613.08	208.44	404.64	4/4/2007
837730	30305	12/20/2004	238.42		238.42	
837744	30305	12/20/2004	256.00		256.00	
838938	30305	1/3/2005	51.09	51.09	-51.09	3/21/2014
838957	30305	1/3/2005	272.48		272.48	
838959	30305	1/3/2005	1038.83		1038.83	
838962	30305	1/3/2005	783.38	302.74	480.64	10/26/2007
839457	30305	1/6/2005	459.81		459.81	
839600	30305	1/10/2005	1720.03	600.00	1120.03	8/25/2005
839677	30305	1/13/2005	51.09		51.09	
839679	30305	1/13/2005	137.12	68.12	69.00	3/18/2005
840412	30305	1/21/2005	24.00		24.00	
840503	30305	1/24/2005	68.12		68.12	
841594	30305	2/2/2005	698.23	109.36	588.87	9/20/2006
841597	30305	2/2/2005	774.00		774.00	
842097	30305	2/9/2005	34.06		34.06	
842103	30305	2/9/2005	102.18		102.18	
842116	30305	2/9/2005	2179.84		2179.84	
842123	30305	2/9/2005	24.00		24.00	
843491	30305	2/28/2005	1532.70	250.58	1282.12	10/12/2005
843492	30305	2/28/2005	51.09		51.09	
843517	30305	2/28/2005	579.02	146.15	432.87	6/6/2007
843518	30305	2/28/2005	99.00		99.00	
843524	30305	2/28/2005	6386.25		6386.25	
843529	30305	2/28/2005	85.15		85.15	
843534	30305	2/28/2005	1549.73	4.81	1544.92	1/23/2008
843804	30305	3/7/2005	102.18		102.18	
843806	30305	3/7/2005	85.15	15.00	70.15	4/26/2005
843809	30305	3/7/2005	1072.89	350.00	722.89	4/19/2006
843815	30305	3/7/2005	323.57		323.57	
844892	30305	3/15/2005	289.51		289.51	
844913	30305	3/15/2005	200.00		200.00	
844938	30305	3/15/2005	51.09		51.09	
844965	30305	3/15/2005	68.12		68.12	
844967	30305	3/15/2005	647.14		647.14	
846924	30305	4/14/2005	222.00	20.00	202.00	9/15/2005
846927	30305	4/14/2005	34.06		34.06	
846934	30305	4/14/2005	85.15		85.15	
846950	30305	4/14/2005	766.35		766.35	
846955	30305	4/14/2005	68.12		68.12	
846966	30305	4/14/2005	141.00	60.00	81.00	6/1/2005
846985	30305	4/14/2005	153.27		153.27	
846991	30305	4/14/2005	1703.00	945.62	757.38	8/27/2008
846994	30305	4/14/2005	68.12		68.12	
847000	30305	4/14/2005	1021.80		1021.80	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
847007	30305	4/14/2005	1788.15		1788.15	
847011	30305	4/14/2005	22.00		22.00	
847015	30305	4/14/2005	85.15		85.15	
847017	30305	4/14/2005	68.12		68.12	
847026	30305	4/14/2005	358.00	200.00	158.00	12/6/2010
847446	30305	4/15/2005	102.18	74.49	27.69	8/7/2008
847447	30305	4/15/2005	783.38	132.00	651.38	2/17/2011
847449	30305	4/15/2005	119.21		119.21	
847452	30305	4/15/2005	902.59		902.59	
847454	30305	4/15/2005	236.00	173.40	62.60	4/5/2010
847794	30305	4/27/2005	800.41	570.00	230.41	7/31/2015
847800	30305	4/27/2005	698.23	35.48	662.75	4/7/2006
847803	30305	4/27/2005	1345.37		1345.37	
848451	30305	4/28/2005	2997.28	410.00	2587.28	5/27/2011
848454	30305	4/28/2005	4630.00	4630.00		1/14/2016
848455	30305	4/28/2005	219.00	12.00	207.00	5/20/2005
848461	30305	4/28/2005	919.62		919.62	
848610	30305	5/3/2005	272.00	104.00	168.00	11/9/2005
848615	30305	5/3/2005	51.09		51.09	
848616	30305	5/3/2005	902.59		902.59	
848618	30305	5/3/2005	1413.49		1413.49	
848622	30305	5/3/2005	2026.57	548.14	1478.43	3/16/2010
848623	30305	5/3/2005	224.00		224.00	
849302	30305	5/18/2005	4598.10	75.93	4522.17	8/21/2015
850080	30305	5/18/2005	34.00		34.00	
850146	30305	5/19/2005	380.00		380.00	
850154	30305	5/19/2005	698.23		698.23	
852476	30305	6/8/2005	1328.34		1328.34	
852484	30305	6/8/2005	1089.92	532.18	557.74	2/10/2006
852486	30305	6/8/2005	3320.85	969.43	2351.42	5/11/2009
852495	30305	6/8/2005	953.68		953.68	
852502	30305	6/8/2005	323.57		323.57	
852534	30305	6/8/2005	85.15		85.15	
852549	30305	6/8/2005	476.84		476.84	
852582	30305	6/8/2005	579.02	353.68	225.34	5/26/2006
852587	30305	6/8/2005	647.14	34.06	613.08	7/19/2005
854010	30305	6/27/2005	579.02		579.02	
854022	30305	6/27/2005	187.33		187.33	
854042	30305	6/27/2005	34.06	6.51	27.55	1/17/2007
854053	30305	6/27/2005	486.00	207.00	279.00	6/21/2016
854068	30305	6/27/2005	323.57		323.57	
854076	30305	6/27/2005	681.20	425.75	255.45	9/21/2005
854082	30305	6/27/2005	85.15		85.15	
854084	30305	6/27/2005	34.06		34.06	
854087	30305	6/27/2005	404.00	15.00	389.00	8/5/2005
855662	30305	7/13/2005	272.48	161.87	110.61	1/17/2007
855664	30305	7/13/2005	51.09		51.09	
855666	30305	7/13/2005	176.00		176.00	
855667	30305	7/13/2005	2009.54		2009.54	
855669	30305	7/13/2005	3048.37	970.71	2077.66	10/19/2005
855692	30305	7/13/2005	579.02		579.02	
855701	30305	7/13/2005	68.12		68.12	
855721	30305	7/13/2005	306.54		306.54	
855732	30305	7/13/2005	404.00	166.00	238.00	12/6/2006
855740	30305	7/13/2005	9111.05	8008.41	1102.64	5/23/2016

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855759	30305	7/13/2005	3282.33	103.09	3179.24	3/7/2006
855765	30305	7/13/2005	136.24		136.24	
856263	30305	7/14/2005	2690.74		2690.74	
856271	30305	7/14/2005	323.57		323.57	
856275	30305	7/14/2005	783.38		783.38	
857174	30305	7/21/2005	60.00		60.00	
857180	30305	7/21/2005	272.48		272.48	
857715	30305	8/2/2005	34.06		34.06	
857717	30305	8/2/2005	238.42	120.00	118.42	2/17/2011
857718	30305	8/2/2005	1311.31		1311.31	
857723	30305	8/2/2005	493.87		493.87	
857725	30305	8/2/2005	68.12		68.12	
857726	30305	8/2/2005	613.08		613.08	
857729	30305	8/2/2005	442.78	150.00	292.78	10/28/2005
857730	30305	8/2/2005	1396.46		1396.46	
857733	30305	8/2/2005	1243.19	1122.61	120.58	11/19/2009
858703	30305	8/10/2005	1856.30		1856.30	
858710	30305	8/10/2005	68.12		68.12	
858713	30305	8/10/2005	85.15		85.15	
858715	30305	8/10/2005	119.21		119.21	
858717	30305	8/10/2005	357.63		357.63	
858718	30305	8/10/2005	885.56	127.72	757.84	10/7/2005
858723	30305	8/10/2005	51.09		51.09	
858725	30305	8/11/2005	374.66	53.83	320.83	12/2/2009
858730	30305	8/11/2005	255.45		255.45	
858733	30305	8/11/2005	664.17	85.20	578.97	1/23/2009
858734	30305	8/11/2005	2912.12		2912.12	
858740	30305	8/11/2005	902.59		902.59	
858746	30305	8/11/2005	1477.00		1477.00	
858749	30305	8/11/2005	2503.41		2503.41	
858756	30305	8/11/2005	289.51		289.51	
858765	30305	8/12/2005	4002.05	20.33	3981.72	2/13/2007
858766	30305	8/12/2005	5534.75		5534.75	
858767	30305	8/12/2005	136.00		136.00	
858769	30305	8/12/2005	493.87	33.29	460.58	9/22/2006
858770	30305	8/12/2005	2299.05		2299.05	
858771	30305	8/12/2005	766.35		766.35	
858772	30305	8/12/2005	374.66		374.66	
859914	30305	8/24/2005	221.39	25.00	196.39	5/18/2012
859918	30305	8/24/2005	90.00		90.00	
859919	30305	8/24/2005	221.39		221.39	
859926	30305	8/24/2005	34.06		34.06	
859929	30305	8/24/2005	783.38	783.38		1/7/2010
859933	30305	8/24/2005	664.17		664.17	
859934	30305	8/24/2005	1004.77		1004.77	
860918	30305	9/1/2005	3048.37		3048.37	
860919	30305	9/1/2005	2043.60		2043.60	
860923	30305	9/1/2005	1162.00	874.22	287.78	4/22/2008
860959	30305	9/6/2005	647.14	25.00	622.14	11/4/2005
860960	30305	9/6/2005	766.35		766.35	
860962	30305	9/6/2005	34.06		34.06	
860964	30305	9/6/2005	5483.66	5084.06	399.60	9/27/2016
860966	30305	9/6/2005	255.45		255.45	
860969	30305	9/6/2005	170.30		170.30	
860971	30305	9/6/2005	34.06		34.06	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
862770	30305	9/29/2005	292.15	152.15	140.00	3/17/2006
862782	30305	9/29/2005	272.48		272.48	
862784	30305	9/29/2005	2503.41	2184.99	318.42	12/20/2011
862809	30305	9/29/2005	273.00		273.00	
863180	30305	9/29/2005	34.06		34.06	
863187	30305	9/29/2005	544.96	51.09	493.87	11/9/2005
864973	30305	10/19/2005	153.27		153.27	
864975	30305	10/19/2005	613.08		613.08	
864979	30305	10/19/2005	868.53		868.53	
864981	30305	10/19/2005	2673.71	1311.06	1362.65	8/31/2011
864986	30305	10/20/2005	1158.04		1158.04	
864998	30305	10/20/2005	255.45	25.07	230.38	12/15/2006
864999	30305	10/20/2005	2418.26	2127.06	291.20	9/23/2011
865000	30305	10/20/2005	292.00	61.13	230.87	4/11/2008
865005	30305	10/20/2005	4053.14	2056.21	1996.93	8/10/2009
865008	30305	10/20/2005	17.03		17.03	
865009	30305	10/20/2005	732.00	227.94	504.06	6/20/2013
865010	30305	10/20/2005	1873.30		1873.30	
868188	30305	11/16/2005	1277.25	978.60	298.65	11/12/2008
868194	30305	11/16/2005	221.39		221.39	
868195	30305	11/16/2005	5160.09	1320.00	3840.09	4/7/2010
868196	30305	11/16/2005	442.78	211.33	231.45	5/21/2015
868204	30305	11/16/2005	289.51		289.51	
868226	30305	11/16/2005	630.11		630.11	
868254	30305	11/16/2005	68.12		68.12	
868404	30305	11/18/2005	1651.91		1651.91	
868405	30305	11/18/2005	2214.33	550.18	1664.15	10/15/2012
869617	30305	11/30/2005	561.99	68.00	493.99	1/18/2006
869618	30305	11/30/2005	303.00	177.13	125.87	9/26/2006
871256	30305	12/9/2005	851.50	68.12	783.38	1/26/2006
871265	30305	12/9/2005	68.12		68.12	
871608	30305	12/14/2005	1089.92	770.78	319.14	11/14/2007
871639	30305	12/14/2005	664.17		664.17	
872292	30305	12/15/2005	783.38	306.00	477.38	5/11/2007
872298	30305	12/15/2005	476.00	400.22	75.78	4/30/2010
875390	30305	1/13/2006	48.00		48.00	
875423	30305	1/13/2006	9417.59	1675.00	7742.59	10/15/2007
875425	30305	1/13/2006	85.15		85.15	
875426	30305	1/13/2006	2452.32	2401.09	51.23	4/17/2015
876100	30305	1/20/2006	979.41	190.70	788.71	6/22/2016
876107	30305	1/20/2006	170.30		170.30	
876110	30305	1/20/2006	2043.60	192.52	1851.08	1/23/2009
876124	30305	1/20/2006	51.09		51.09	
876134	30305	1/20/2006	51.09		51.09	
876136	30305	1/20/2006	391.69		391.69	
876139	30305	1/20/2006	85.15		85.15	
876142	30305	1/20/2006	1430.52		1430.52	
876146	30305	1/20/2006	142.00	25.00	117.00	4/11/2008
876206	30305	1/23/2006	4402.12	4029.57	372.55	6/16/2011
877107	30305	1/31/2006	289.51		289.51	
877108	30305	1/31/2006	2503.41		2503.41	
877109	30305	1/31/2006	613.08		613.08	
877110	30305	1/31/2006	100.00		100.00	
877111	30305	1/31/2006	391.69		391.69	
878389	30305	2/8/2006	272.48		272.48	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
878391	30305	2/8/2006	68.12		210.12	
878392	30305	2/9/2006	460.00	200.00	260.00	9/6/2007
878462	30305	2/9/2006	3890.80	3890.80		11/10/2009
878466	30305	2/9/2006	630.11	9.62	620.49	4/28/2011
878467	30305	2/9/2006	93.00	60.00	33.00	4/5/2006
879170	30305	2/17/2006	2844.01	2628.38	215.63	3/19/2015
879927	30305	2/22/2006	102.18		102.18	
879932	30305	2/22/2006	902.59		902.59	
882594	30305	3/16/2006	1056.65		1056.65	
882614	30305	3/16/2006	51.09		51.09	
882704	30305	3/17/2006	970.71		970.71	
882722	30305	3/17/2006	425.75		425.75	
882724	30305	3/17/2006	136.24		136.24	
882852	30305	3/21/2006	819.00	250.00	569.00	3/21/2007
882854	30305	3/21/2006	4938.70		4938.70	
882858	30305	3/21/2006	596.05		596.05	
882860	30305	3/21/2006	453.00	60.00	393.00	7/10/2006
882861	30305	3/21/2006	375.00		375.00	
882864	30305	3/21/2006	150.00		150.00	
882867	30305	3/21/2006	357.63		357.63	
882872	30305	3/21/2006	540.00		540.00	
882876	30305	3/21/2006	4291.56	34.06	4257.50	4/20/2006
882878	30305	3/21/2006	7045.80	7045.80		6/21/2016
882940	30305	3/22/2006	4444.83	1014.00	3430.83	5/12/2016
883369	30305	3/23/2006	572.00	380.00	192.00	5/10/2007
883371	30305	3/23/2006	2316.08		2316.08	
883373	30305	3/23/2006	1975.48		1975.48	
883377	30305	3/23/2006	1447.55		1447.55	
883381	30305	3/23/2006	234.00	155.45	78.55	11/25/2008
883382	30305	3/23/2006	476.84		476.84	
883384	30305	3/23/2006	1294.28		1294.28	
883391	30305	3/23/2006	34.06	25.64	8.42	8/7/2008
883394	30305	3/23/2006	3201.64		3201.64	
883396	30305	3/23/2006	3814.72	1323.16	2491.56	6/29/2009
883398	30305	3/23/2006	2639.65		2639.65	
884116	30305	3/31/2006	970.71	485.00	485.71	12/6/2006
884117	30305	3/31/2006	987.74		987.74	
884120	30305	3/31/2006	190.00	117.61	72.39	11/3/2009
884408	30305	4/5/2006	2520.44		2520.44	
884414	30305	4/5/2006	404.00	35.00	369.00	5/17/2006
884417	30305	4/5/2006	1396.46		1396.46	
885547	30305	4/14/2006	68.12		68.12	
885548	30305	4/14/2006	34.06		34.06	
885549	30305	4/14/2006	51.09		51.09	
885550	30305	4/14/2006	231.00		231.00	
885697	30305	4/19/2006	374.66		374.66	
886691	30305	4/27/2006	51.09	30.00	21.09	5/8/2006
886692	30305	4/27/2006	187.33		187.33	
886695	30305	4/27/2006	1668.94		1668.94	
886697	30305	4/27/2006	255.45		255.45	
886745	30305	4/28/2006	1277.25	1174.76	102.49	3/25/2011
886751	30305	4/28/2006	902.59		902.59	
886754	30305	4/28/2006	468.00	350.00	118.00	11/7/2007
886757	30305	4/28/2006	579.02		579.02	
886773	30305	4/28/2006	240.00		240.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
887803	30305	5/9/2006	255.45		255.45	
887815	30305	5/9/2006	323.57		323.57	
887817	30305	5/9/2006	9809.28	7226.70	2582.58	9/30/2016
887831	30305	5/9/2006	3014.31		3014.31	
887838	30305	5/9/2006	204.36		204.36	
887839	30305	5/9/2006	4104.23	200.00	4158.23	5/16/2008
887845	30305	5/9/2006	510.90	100.00	410.90	9/12/2006
887850	30305	5/9/2006	2384.20		2384.20	
887857	30305	5/9/2006	817.44		817.44	
887863	30305	5/9/2006	51.09		51.09	
887866	30305	5/9/2006	630.11		630.11	
887875	30305	5/9/2006	1226.16	1065.14	161.02	10/20/2008
887880	30305	5/9/2006	420.00	80.00	340.00	11/9/2006
887884	30305	5/9/2006	68.12		68.12	
887885	30305	5/9/2006	221.39		221.39	
887895	30305	5/9/2006	2486.38	755.72	1730.66	3/19/2015
888428	30305	5/15/2006	987.74		987.74	
888430	30305	5/15/2006	34.06		34.06	
888432	30305	5/15/2006	834.47		834.47	
888433	30305	5/15/2006	1905.15	1905.15		8/14/2009
888434	30305	5/15/2006	306.54		306.54	
888437	30305	5/15/2006	1430.52		1430.52	
888443	30305	5/15/2006	506.00	308.00	198.00	10/11/2016
888444	30305	5/15/2006	970.71	11.40	959.31	3/16/2010
888477	30305	5/16/2006	112.00		112.00	
888478	30305	5/16/2006	870.00		870.00	
888481	30305	5/16/2006	43.00		43.00	
888483	30305	5/16/2006	255.45		255.45	
888488	30305	5/16/2006	459.81		459.81	
888492	30305	5/16/2006	221.39		221.39	
888493	30305	5/16/2006	51.09		51.09	
888494	30305	5/16/2006	1021.80	47.16	974.64	3/29/2007
888513	30305	5/17/2006	1106.95		1106.95	
888889	30305	5/19/2006	970.71	293.04	677.67	7/20/2007
888892	30305	5/19/2006	416.00	18.00	398.00	7/5/2006
888893	30305	5/19/2006	208.18		208.18	
888896	30305	5/19/2006	289.51		289.51	
888898	30305	5/19/2006	510.90	10.52	500.38	1/17/2007
888912	30305	5/19/2006	476.84		476.84	
888938	30305	5/19/2006	1311.31	477.16	834.15	12/22/2010
888969	30305	5/22/2006	400.00	100.00	300.00	7/17/2006
890778	30305	6/9/2006	3235.70		3235.70	
890779	30305	6/9/2006	1745.00	1745.00		6/28/2010
890780	30305	6/9/2006	670.00		670.00	
890782	30305	6/9/2006	178.00	62.00	116.00	8/2/2006
890946	30305	6/14/2006	868.53		868.53	
890951	30305	6/14/2006	2026.57	208.40	1818.17	7/22/2009
891498	30305	6/19/2006	136.24	49.00	87.24	5/11/2007
891501	30305	6/19/2006	1055.86		1055.86	
891506	30305	6/19/2006	34.06	34.06		3/24/2009
891512	30305	6/19/2006	2299.05		2299.05	
891514	30305	6/19/2006	561.99	91.09	470.90	10/6/2006
891516	30305	6/19/2006	544.00	535.78	8.22	10/13/2011
891517	30305	6/19/2006	459.81	365.93	93.88	10/14/2009
891519	30305	6/19/2006	621.99	60.00	561.99	2/23/2007

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
891521	30305	6/19/2006	596.05		596.05	
891590	30305	6/20/2006	1243.19		1243.19	
891594	30305	6/20/2006	68.12		68.12	
891604	30305	6/20/2006	1260.22		1260.22	
891607	30305	6/20/2006	1102.00	858.00	244.00	11/5/2008
891609	30305	6/20/2006	953.68	741.66	212.02	12/19/2008
891617	30305	6/20/2006	102.18		102.18	
891635	30305	6/20/2006	640.00	36.00	604.00	8/8/2006
891641	30305	6/20/2006	170.30		170.30	
892491	30305	6/28/2006	817.44		817.44	
892492	30305	6/28/2006	3797.69	253.27	3544.42	2/18/2010
892493	30305	6/28/2006	238.42		238.42	
893293	30305	7/5/2006	715.26		715.26	
893498	30305	7/12/2006	34.06		34.06	
893504	30305	7/12/2006	374.66		374.66	
893505	30305	7/12/2006	85.15		85.15	
893507	30305	7/12/2006	3048.37		3048.37	
894279	30305	7/13/2006	153.27		153.27	
894281	30305	7/13/2006	34.06		34.06	
894286	30305	7/13/2006	510.90		510.90	
894288	30305	7/13/2006	782.12	158.12	624.00	1/17/2007
894361	30305	7/14/2006	170.30	13.00	157.30	4/27/2007
894373	30305	7/14/2006	238.42		238.42	
894504	30305	7/17/2006	1055.86		1055.86	
894506	30305	7/17/2006	85.15		85.15	
894512	30305	7/17/2006	85.15		85.15	
894532	30305	7/18/2006	1754.09	998.91	755.18	11/8/2012
894536	30305	7/18/2006	2520.44	560.00	1960.44	3/19/2008
894537	30305	7/18/2006	68.12		68.12	
894547	30305	7/18/2006	476.84		476.84	
894571	30305	7/19/2006	391.69		391.69	
894572	30305	7/19/2006	1089.92		1089.92	
894573	30305	7/19/2006	1664.13		1664.13	
894574	30305	7/19/2006	264.00		264.00	
894576	30305	7/19/2006	2009.54	423.00	1586.54	3/21/2014
894577	30305	7/19/2006	1703.00		1703.00	
895094	30305	7/20/2006	4342.65		4342.65	
895097	30305	7/20/2006	187.33		187.33	
895102	30305	7/20/2006	1566.76		1566.76	
895107	30305	7/20/2006	1141.01	523.19	617.82	4/21/2009
895110	30305	7/20/2006	1328.34		1328.34	
897298	30305	8/10/2006	2554.50		2554.50	
897299	30305	8/10/2006	1737.06	1228.45	508.61	11/14/2007
897300	30305	8/10/2006	2980.25		2980.25	
897302	30305	8/10/2006	2997.28		2997.28	
897303	30305	8/10/2006	1311.31		1311.31	
897317	30305	8/11/2006	4053.14		4053.14	
897321	30305	8/11/2006	630.11	445.68	184.43	11/14/2007
897329	30305	8/11/2006	1754.09		1754.09	
897331	30305	8/11/2006	1246.00		1246.00	
897336	30305	8/11/2006	51.09		51.09	
897340	30305	8/11/2006	861.00	496.34	420.66	7/20/2010
897341	30305	8/11/2006	289.51		289.51	
897343	30305	8/11/2006	1720.03	690.35	1029.68	4/22/2008
897345	30305	8/11/2006	119.21		119.21	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
897346	30305	8/11/2006	817.44		817.44	
897349	30305	8/11/2006	306.54		306.54	
897353	30305	8/11/2006	425.75	180.00	245.75	10/12/2006
897354	30305	8/11/2006	664.17		664.17	
897355	30305	8/11/2006	1345.37		1345.37	
897356	30305	8/11/2006	2367.17		2367.17	
897357	30305	8/11/2006	681.20	153.27	527.93	1/25/2007
897361	30305	8/11/2006	1856.27	5.74	1850.53	1/23/2008
897363	30305	8/11/2006	1057.44		1057.44	
897364	30305	8/11/2006	804.00		804.00	
898233	30305	8/24/2006	238.42		238.42	
898234	30305	8/24/2006	323.57		323.57	
898239	30305	8/24/2006	3525.21	981.64	2543.57	5/24/2007
898240	30305	8/24/2006	238.42		238.42	
898243	30305	8/24/2006	442.78	153.50	289.28	6/29/2009
898245	30305	8/24/2006	293.27		293.27	
898256	30305	8/24/2006	3423.03		3423.03	
898259	30305	8/24/2006	987.74		987.74	
903601	30305	10/11/2006	221.39		221.39	
903602	30305	10/11/2006	1209.13		1209.13	
903603	30305	10/11/2006	698.23		698.23	
903604	30305	10/11/2006	749.32		749.32	
903605	30305	10/11/2006	698.23		698.23	
903606	30305	10/11/2006	664.17		664.17	
903607	30305	10/11/2006	1379.43		1379.43	
903608	30305	10/11/2006	2690.74	664.23	2026.51	3/5/2007
903609	30305	10/11/2006	1685.97		1685.97	
903610	30305	10/11/2006	2145.78		2145.78	
903611	30305	10/11/2006	51.09		51.09	
903614	30305	10/11/2006	538.00	60.00	478.00	11/14/2006
903615	30305	10/11/2006	950.00		950.00	
903616	30305	10/11/2006	1188.00	191.55	996.45	10/20/2008
903655	30305	10/12/2006	204.36		204.36	
903663	30305	10/12/2006	3491.15	100.00	3391.15	11/19/2009
903683	30305	10/12/2006	289.51	29.74	259.77	3/20/2007
903693	30305	10/12/2006	188.00		188.00	
904200	30305	10/16/2006	732.29		732.29	
904208	30305	10/16/2006	703.15	494.97	208.18	4/17/2012
904211	30305	10/16/2006	493.87		493.87	
904262	30305	10/17/2006	1396.46		1396.46	
904273	30305	10/17/2006	510.90	134.13	376.77	8/31/2012
904281	30305	10/17/2006	391.69		391.69	
904288	30305	10/17/2006	730.00	730.00		1/27/2012
904797	30305	10/18/2006	544.96	544.96		12/15/2016
904816	30305	10/18/2006	425.75	110.20	315.55	7/3/2007
904817	30305	10/18/2006	476.84		476.84	
904819	30305	10/18/2006	459.81		459.81	
904825	30305	10/18/2006	2333.11	288.00	2045.11	1/25/2007
904861	30305	10/19/2006	902.59		902.59	
904876	30305	10/19/2006	10558.60	6199.98	4358.62	10/11/2012
904901	30305	10/19/2006	68.12		68.12	
904903	30305	10/19/2006	1703.00		1703.00	
904968	30305	10/23/2006	765.00	60.00	705.00	1/9/2007
904985	30305	10/23/2006	323.57		323.57	
904989	30305	10/23/2006	639.00	129.00	510.00	6/7/2007

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
905013	30305	10/24/2006	34.06	17.41	16.65	5/17/2011
905049	30305	10/24/2006	1158.04		1158.04	
905056	30305	10/24/2006	34.06		34.06	
905058	30305	10/24/2006	715.26		715.26	
905059	30305	10/24/2006	510.90		510.90	
905738	30305	10/30/2006	34.06		34.06	
905740	30305	10/30/2006	119.21		119.21	
905748	30305	10/30/2006	965.00	965.00		4/30/2013
905752	30305	10/30/2006	749.32	218.12	531.20	8/7/2007
905755	30305	10/30/2006	85.15		85.15	
905757	30305	10/30/2006	788.00	652.87	135.13	11/14/2011
905759	30305	10/30/2006	69.06	35.00	34.06	11/27/2006
905762	30305	10/30/2006	221.39		221.39	
905764	30305	10/30/2006	134.00		134.00	
905769	30305	10/30/2006	1566.76	1196.29	370.47	2/2/2016
905772	30305	10/30/2006	238.42		238.42	
905775	30305	10/30/2006	408.72		408.72	
905816	30305	10/31/2006	2452.32		2452.32	
905822	30305	10/31/2006	561.99		561.99	
905824	30305	10/31/2006	72.00	69.72	2.28	7/23/2009
905846	30305	10/31/2006	289.51		289.51	
905848	30305	11/1/2006	51.09		51.09	
905849	30305	11/1/2006	272.48	12.15	260.33	5/10/2011
905850	30305	11/1/2006	51.09		51.09	
905851	30305	11/1/2006	887.93		887.93	
905852	30305	11/1/2006	360.00		360.00	
905854	30305	11/1/2006	153.27		153.27	
905855	30305	11/1/2006	2520.44	2520.44		5/19/2009
905865	30305	11/1/2006	2179.84	187.33	1992.51	12/11/2006
905866	30305	11/1/2006	681.20	2.11	679.09	10/16/2008
905869	30305	11/1/2006	34.06		34.06	
905876	30305	11/1/2006	715.26		715.26	
906102	30305	11/2/2006	817.44	349.17	468.27	6/16/2010
906103	30305	11/2/2006	170.30		170.30	
910536	30305	12/20/2006	579.02	390.00	189.02	6/10/2008
910544	30305	12/20/2006	102.00		102.00	
910545	30305	12/20/2006	715.26		715.26	
910546	30305	12/20/2006	170.30		170.30	
910547	30305	12/20/2006	527.93		527.93	
910548	30305	12/20/2006	187.33		187.33	
910550	30305	12/21/2006	1447.55		1447.55	
910554	30305	12/21/2006	1737.06		1737.06	
910565	30305	12/21/2006	885.56		885.56	
910581	30305	12/21/2006	613.08		613.08	
910587	30305	12/21/2006	970.71		970.71	
910588	30305	12/21/2006	445.00	445.00		5/26/2016
910591	30305	12/21/2006	204.36		204.36	
910592	30305	12/21/2006	390.00		390.00	
910594	30305	12/21/2006	1072.89		1072.89	
910595	30305	12/21/2006	459.81		459.81	
910596	30305	12/21/2006	136.24		136.24	
910697	30305	12/27/2006	3865.81	1080.00	2785.81	1/29/2009
910700	30305	12/27/2006	289.51	50.00	239.51	2/16/2010
910705	30305	12/27/2006	817.44		817.44	
910710	30305	12/27/2006	3797.69	2023.62	1774.07	5/24/2011

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
910711	30305	12/27/2006	102.18		102.18	
910796	30305	12/28/2006	663.00	75.00	588.00	2/20/2008
910797	30305	12/28/2006	561.99		561.99	
910798	30305	12/28/2006	153.27		153.27	
910799	30305	12/28/2006	2247.96		2247.96	
910800	30305	12/28/2006	170.30		170.30	
910804	30305	12/28/2006	834.47		834.47	
910806	30305	12/28/2006	85.15		85.15	
910816	30305	12/29/2006	1055.86		1055.86	
913780	30305	1/29/2007	187.33	25.00	162.33	3/13/2007
913782	30305	1/29/2007	17.03		17.03	
913783	30305	1/29/2007	766.35	225.00	541.35	10/26/2007
913786	30305	1/29/2007	732.29		732.29	
913799	30305	1/29/2007	1498.64		1498.64	
913830	30305	1/29/2007	4751.37		4751.37	
913831	30305	1/29/2007	1822.21		1822.21	
913834	30305	1/30/2007	153.27		153.27	
913835	30305	1/30/2007	800.32	51.00	749.32	2/15/2007
913842	30305	1/30/2007	664.17		664.17	
913847	30305	1/30/2007	34.06		34.06	
913851	30305	1/30/2007	34.06		34.06	
914241	30305	1/30/2007	153.27		153.27	
914245	30305	1/30/2007	476.84	51.09	425.75	3/22/2007
914246	30305	1/30/2007	272.48	25.00	247.48	3/20/2007
914247	30305	1/30/2007	328.00	50.00	278.00	7/6/2007
914250	30305	1/30/2007	2571.53	1373.65	1197.88	9/15/2009
914251	30305	1/30/2007	647.14	20.00	627.14	4/28/2009
914334	30305	2/1/2007	102.18		102.18	
914335	30305	2/1/2007	85.15	34.06	51.09	12/5/2007
914342	30305	2/1/2007	85.15		85.15	
914345	30305	2/1/2007	34.06		34.06	
914506	30305	2/1/2007	2026.57	200.00	1826.57	9/3/2009
914510	30305	2/1/2007	374.66		374.66	
914530	30305	2/1/2007	2264.99		2264.99	
914531	30305	2/1/2007	34.06		34.06	
914572	30305	2/6/2007	243.00		243.00	
914573	30305	2/6/2007	630.11		630.11	
914575	30305	2/6/2007	493.87		493.87	
914588	30305	2/7/2007	596.05		596.05	
914590	30305	2/7/2007	68.12	42.32	25.80	8/7/2008
914591	30305	2/7/2007	2435.29		2435.29	
914599	30305	2/7/2007	2980.25		2980.25	
914647	30305	2/7/2007	1856.27		1856.27	
914915	30305	2/7/2007	360.00		360.00	
914916	30305	2/7/2007	170.30		170.30	
916536	30305	3/8/2007				11/28/2007
917066	30305	3/15/2007	2963.22	598.40	2364.82	10/28/2009
917067	30305	3/15/2007	715.26		715.26	
917068	30305	3/15/2007	205.00		205.00	
917069	30305	3/15/2007	289.51		289.51	
917070	30305	3/15/2007	306.54		306.54	
917071	30305	3/15/2007	2162.81		2162.81	
917072	30305	3/15/2007	1924.39		1924.39	
917074	30305	3/15/2007	1839.24		1839.24	
917075	30305	3/15/2007	365.00		365.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
917077	30305	3/15/2007	1532.70		1532.70	
917079	30305	3/15/2007	2060.63		2060.63	
917080	30305	3/15/2007	272.48		272.48	
917082	30305	3/15/2007	238.42		238.42	
917083	30305	3/15/2007	2707.77	360.00	2347.77	5/12/2016
917084	30305	3/15/2007	493.87		493.87	
917086	30305	3/15/2007	936.65		936.65	
917090	30305	3/15/2007	323.57		323.57	
917091	30305	3/15/2007	1138.60		1138.60	
917092	30305	3/15/2007	3525.21		3525.21	
917113	30305	3/15/2007	1379.43	715.00	664.43	5/23/2016
917114	30305	3/15/2007	2588.56		2588.56	
917665	30305	3/22/2007	688.00		688.00	
917685	30305	3/22/2007	715.26		715.26	
917693	30305	3/22/2007	1277.25		1277.25	
917863	30305	3/27/2007	63.00		63.00	
917882	30305	3/27/2007	698.23		698.23	
917887	30305	3/27/2007	153.27		153.27	
917888	30305	3/27/2007	4036.11		4036.11	
917895	30305	3/27/2007	1634.88	50.00	1584.88	7/10/2007
917906	30305	3/27/2007	800.41		1177.41	
917913	30305	3/27/2007	68.12		68.12	
917915	30305	3/27/2007	1720.03		1720.03	
920823	30305	4/20/2007	15991.17		15991.17	
922294	30305	5/8/2007	576.00		576.00	
922295	30305	5/8/2007	2452.32		2452.32	
922297	30305	5/8/2007	2179.84	1241.62	938.22	12/15/2010
922299	30305	5/8/2007	310.00		310.00	
922302	30305	5/8/2007	81.00		81.00	
922303	30305	5/8/2007	3099.46		3099.46	
922304	30305	5/8/2007	902.59	764.00	138.59	5/17/2013
922305	30305	5/8/2007	34.06		34.06	
922306	30305	5/8/2007	119.21	17.03	102.18	5/22/2007
922308	30305	5/8/2007	1158.04		1158.04	
922314	30305	5/8/2007	1328.34		1328.34	
922355	30305	5/9/2007	5330.39		5330.39	
922361	30305	5/9/2007	3017.72	395.10	2622.62	8/16/2007
922363	30305	5/9/2007	272.48		272.48	
922367	30305	5/9/2007	196.00		196.00	
922369	30305	5/9/2007	2520.44		2520.44	
922443	30305	5/10/2007	357.63		357.63	
922448	30305	5/10/2007	4138.29		4138.29	
922452	30305	5/10/2007	664.17		664.17	
922454	30305	5/10/2007	238.42	8.60	229.82	12/4/2008
922457	30305	5/10/2007	51.09		51.09	
922856	30305	5/11/2007	68.12		68.12	
922861	30305	5/11/2007	1688.00	1639.41	48.59	1/22/2013
922863	30305	5/11/2007	1720.03		1720.03	
922865	30305	5/11/2007	1924.39		1924.39	
922866	30305	5/11/2007	5619.42	2150.00	3469.42	10/5/2011
922870	30305	5/11/2007	1294.28		1294.28	
922878	30305	5/11/2007	72.00		72.00	
922883	30305	5/11/2007	1038.83	790.00	248.83	11/21/2007
922885	30305	5/11/2007	340.60		340.60	
922886	30305	5/11/2007	4649.19	749.32	3899.87	6/6/2007

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
922890	30305	5/11/2007	664.17		664.17	
922892	30305	5/11/2007	822.00		822.00	
922907	30305	5/11/2007	51.09		51.09	
922910	30305	5/11/2007	85.15		85.15	
923431	30305	5/16/2007	312.00	272.35	39.65	3/25/2011
923433	30305	5/16/2007	288.00		288.00	
923437	30305	5/16/2007	29.00		29.00	
923438	30305	5/16/2007	34.06		34.06	
923444	30305	5/16/2007	340.60		340.60	
923445	30305	5/16/2007	544.96		544.96	
923450	30305	5/16/2007	425.75	98.00	327.75	2/17/2011
923454	30305	5/16/2007	17.03		17.03	
923455	30305	5/16/2007	51.09		51.09	
923456	30305	5/16/2007	68.12	68.12		6/21/2016
923458	30305	5/16/2007	1456.00	840.00	616.00	10/28/2008
923464	30305	5/16/2007	60.00		60.00	
923467	30305	5/16/2007	134.00	30.00	104.00	3/19/2008
923469	30305	5/16/2007	1447.55	1447.55		1/21/2009
923512	30305	5/18/2007	17.03		17.03	
923514	30305	5/18/2007	539.03		539.03	
923523	30305	5/18/2007	102.18		102.18	
923525	30305	5/18/2007	238.42		238.42	
923526	30305	5/18/2007	5160.09		5160.09	
923529	30305	5/18/2007	3.00		3.00	
923531	30305	5/18/2007	289.51		289.51	
923532	30305	5/18/2007	1462.90		1462.90	
923533	30305	5/18/2007	102.18		102.18	
923535	30305	5/18/2007	136.24		136.24	
923536	30305	5/18/2007	68.12		68.12	
923538	30305	5/18/2007	357.63		357.63	
923545	30305	5/18/2007	136.24		136.24	
923549	30305	5/18/2007	1345.37		1345.37	
924084	30305	5/25/2007	5466.63		5466.63	
924085	30305	5/25/2007	361.09	326.09	35.00	2/17/2011
924087	30305	5/25/2007	7339.93		7339.93	
924090	30305	5/25/2007	48.00	23.45	24.55	8/7/2008
924091	30305	5/25/2007	17.03		17.03	
924092	30305	5/25/2007	715.26		715.26	
924093	30305	5/25/2007	885.56		885.56	
924095	30305	5/25/2007	170.30		170.30	
924096	30305	5/25/2007	429.00		429.00	
924098	30305	5/25/2007	1550.00	1469.93	80.07	12/8/2016
924100	30305	5/25/2007	255.45		255.45	
924102	30305	5/25/2007	1209.13		1209.13	
924105	30305	5/25/2007	68.12		68.12	
924107	30305	5/25/2007	68.12		68.12	
924110	30305	5/25/2007	187.33		187.33	
924111	30305	5/25/2007	1805.18		1805.18	
924119	30305	5/25/2007	34.06		34.06	
924121	30305	5/25/2007	4296.00	2366.00	1930.00	3/20/2013
924122	30305	5/25/2007	204.36	3.01	201.35	9/22/2009
924123	30305	5/25/2007	255.45		255.45	
924131	30305	5/25/2007	17.03	2.76	14.27	10/20/2008
924133	30305	5/25/2007	534.00		534.00	
924134	30305	5/25/2007	647.14		647.14	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
924135	30305	5/25/2007	1004.77		1004.77	
924138	30305	5/25/2007	102.18	52.00	50.18	8/21/2015
924139	30305	5/25/2007	294.00		294.00	
924142	30305	5/25/2007	1918.00	860.97	1057.03	4/30/2010
924144	30305	5/25/2007	681.20		681.20	
924145	30305	5/25/2007	34.06		34.06	
924146	30305	5/29/2007	800.41		800.41	
924151	30305	5/29/2007	425.75	323.00	102.75	4/15/2008
924158	30305	5/29/2007	948.00	302.39	645.61	6/29/2009
924170	30305	5/29/2007	3787.00	373.00	3790.11	10/21/2009
924174	30305	5/29/2007	3167.58		3167.58	
924175	30305	5/29/2007	442.78		442.78	
924177	30305	5/29/2007	34.06		34.06	
924182	30305	5/29/2007	885.56	110.06	775.50	8/10/2010
924185	30305	5/29/2007	238.42	100.00	138.42	2/21/2008
924187	30305	5/29/2007	102.18	46.71	55.47	4/28/2014
924670	30305	5/30/2007	1856.27		1856.27	
924672	30305	5/30/2007	477.45	74.77	402.68	12/7/2010
924679	30305	5/30/2007	192.00	50.00	142.00	2/20/2008
924680	30305	5/30/2007	234.00		234.00	
924692	30305	5/30/2007	3099.46	254.36	2845.10	4/29/2008
924693	30305	5/30/2007	1485.00		1485.00	
924703	30305	5/31/2007	5705.05		5705.05	
924708	30305	5/31/2007	391.69		391.69	
924733	30305	5/31/2007	289.51		289.51	
924736	30305	5/31/2007	817.44	100.00	717.44	3/31/2008
924739	30305	5/31/2007	323.57	253.56	70.01	12/8/2010
925089	30305	6/4/2007				
925512	30305	6/6/2007	34.06		34.06	
925513	30305	6/6/2007	85.15		85.15	
925514	30305	6/6/2007	579.02		579.02	
925517	30305	6/6/2007	1089.92		1089.92	
925522	30305	6/6/2007	68.12		68.12	
925523	30305	6/6/2007	1464.58		1464.58	
925524	30305	6/6/2007	68.12		68.12	
925527	30305	6/6/2007	1055.86		1055.86	
925529	30305	6/6/2007	34.06		34.06	
925537	30305	6/6/2007				5/9/2008
925539	30305	6/6/2007	2690.74	2521.68	169.06	9/29/2009
925553	30305	6/7/2007	2469.35		2469.35	
925555	30305	6/7/2007	74.00		74.00	
925560	30305	6/7/2007	4.00		4.00	
925563	30305	6/7/2007	889.00		889.00	
925566	30305	6/7/2007	3014.31		3014.31	
925567	30305	6/7/2007	34.06		34.06	
925594	30305	6/8/2007	1515.67		1515.67	
925596	30305	6/8/2007	340.60		340.60	
925602	30305	6/8/2007	85.15		85.15	
925619	30305	6/8/2007	34.06		34.06	
925623	30305	6/8/2007	391.69		391.69	
926147	30305	6/13/2007	851.50		851.50	
926148	30305	6/13/2007	1350.00		1350.00	
926149	30305	6/13/2007	1720.03		1720.03	
926152	30305	6/13/2007	817.44		817.44	
926153	30305	6/13/2007	1000.00		1000.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
926843	30305	6/22/2007	323.57	34.06	289.51	11/2/2007
926844	30305	6/22/2007	2238.12	380.12	1858.00	7/20/2010
926847	30305	6/22/2007	1720.03	399.35	1320.68	7/26/2010
926848	30305	6/22/2007	68.12		68.12	
926851	30305	6/22/2007	740.00	385.00	355.00	5/5/2009
926852	30305	6/22/2007	990.00	25.00	965.00	1/22/2008
926853	30305	6/22/2007	34.06		34.06	
926854	30305	6/22/2007	408.72	300.00	108.72	10/17/2016
926855	30305	6/22/2007	357.63		357.63	
926856	30305	6/22/2007	459.81		459.81	
926858	30305	6/22/2007	1004.77		1004.77	
926860	30305	6/22/2007	1430.52		1430.52	
926861	30305	6/22/2007	221.39		221.39	
926864	30305	6/22/2007	2486.38	1293.99	1192.39	2/17/2011
926865	30305	6/22/2007	1137.74		1137.74	
926866	30305	6/22/2007	2469.35		2469.35	
926867	30305	6/22/2007	60.00		60.00	
926869	30305	6/22/2007	284.12	40.00	244.12	5/14/2008
926870	30305	6/22/2007	425.75	43.81	381.94	7/22/2009
926871	30305	6/22/2007	1720.03		1720.03	
926872	30305	6/22/2007	2247.96		2247.96	
926873	30305	6/22/2007	2469.35		2469.35	
926874	30305	6/22/2007	902.59	34.06	868.53	11/28/2007
926877	30305	6/22/2007	272.48		272.48	
926878	30305	6/22/2007	68.12		68.12	
926904	30305	6/22/2007	527.93		527.93	
926905	30305	6/22/2007	1021.80		1021.80	
926906	30305	6/22/2007	630.11		630.11	
926907	30305	6/22/2007	1583.79		1583.79	
926960	30305	6/26/2007	436.00	164.42	271.58	6/7/2013
926963	30305	6/26/2007	55.00		55.00	
926966	30305	6/26/2007	51.09		51.09	
926967	30305	6/26/2007	1328.34		1328.34	
926970	30305	6/26/2007	2043.60		2043.60	
926974	30305	6/26/2007	177.00	30.00	147.00	4/8/2008
926977	30305	6/26/2007	1089.92	671.59	418.33	6/15/2011
926978	30305	6/26/2007	5670.99	3775.52	1895.47	9/23/2013
926980	30305	6/26/2007	136.18	68.06	68.12	1/9/2008
926982	30305	6/26/2007	380.00	84.00	296.00	7/31/2007
926983	30305	6/26/2007	34.06		34.06	
926986	30305	6/26/2007	3491.15	3491.15		6/22/2016
926990	30305	6/26/2007	34.06		34.06	
928656	30305	7/11/2007	102.18		102.18	
928988	30305	7/11/2007	119.21		119.21	
928989	30305	7/11/2007	127.00	15.00	112.00	3/3/2010
928991	30305	7/11/2007	102.18		102.18	
928993	30305	7/11/2007	3014.31		3014.31	
928996	30305	7/11/2007	255.45		255.45	
929000	30305	7/11/2007	1600.82		1600.82	
929002	30305	7/11/2007	51.09		51.09	
929003	30305	7/11/2007	732.29	732.29		1/15/2014
929020	30305	7/12/2007	34.06		34.06	
929021	30305	7/12/2007	885.56		885.56	
929024	30305	7/12/2007	834.47	167.04	667.43	11/20/2012
929027	30305	7/12/2007	1447.55		1447.55	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
929029	30305	7/12/2007	1864.00	1790.00	74.00	8/4/2016
929031	30305	7/12/2007	783.38		783.38	
929033	30305	7/12/2007	187.33	150.00	37.33	11/13/2007
929036	30305	7/12/2007	1822.21		1822.21	
929039	30305	7/12/2007	34.06		34.06	
929053	30305	7/12/2007	3542.24		3542.24	
929057	30305	7/12/2007	2620.00	1181.21	1438.79	3/13/2012
929067	30305	7/12/2007	698.23	554.06	144.17	4/21/2009
929071	30305	7/12/2007	2775.89	2517.68	258.21	3/30/2016
929073	30305	7/12/2007	3729.57		3729.57	
929074	30305	7/12/2007	466.00		466.00	
929075	30305	7/12/2007	382.00		382.00	
929076	30305	7/12/2007	119.21	52.73	66.48	8/10/2009
929077	30305	7/12/2007	45.00		45.00	
929078	30305	7/12/2007	34.06		34.06	
929079	30305	7/12/2007	34.06		34.06	
929080	30305	7/12/2007	102.18		102.18	
929083	30305	7/12/2007	170.30		170.30	
929084	30305	7/12/2007	544.96		544.96	
929113	30305	7/13/2007	408.72		408.72	
929130	30305	7/13/2007	102.18		102.18	
929132	30305	7/13/2007	1720.03		1720.03	
929133	30305	7/13/2007	34.06		34.06	
929140	30305	7/13/2007	1226.16		1226.16	
929141	30305	7/13/2007	170.30	102.18	68.12	4/8/2008
929145	30305	7/13/2007	51.09	47.09	4.00	6/17/2008
929149	30305	7/13/2007	1600.82	1600.82		10/20/2009
929161	30305	7/13/2007	5330.39	16.00	5314.39	3/19/2015
929163	30305	7/13/2007	4359.69	291.10	4068.59	7/18/2008
931071	30305	8/3/2007	1617.85		1617.85	
931077	30305	8/3/2007	68.12		68.12	
931080	30305	8/3/2007	715.26		715.26	
931081	30305	8/3/2007	493.87	100.94	392.93	12/5/2008
931082	30305	8/3/2007	153.27		153.27	
931083	30305	8/3/2007	34.06		34.06	
931092	30305	8/3/2007	250.00	250.00		9/30/2016
931095	30305	8/3/2007	919.62		919.62	
931097	30305	8/3/2007	144.00		144.00	
931100	30305	8/3/2007	26.00		26.00	
931101	30305	8/3/2007	119.21		119.21	
931991	30305	8/14/2007	186.00	48.00	138.00	10/1/2007
931997	30305	8/14/2007	493.87		493.87	
931999	30305	8/14/2007	306.54	50.12	256.42	5/19/2014
932003	30305	8/14/2007	925.00	445.00	480.00	3/2/2010
932004	30305	8/14/2007	34.06		34.06	
932008	30305	8/14/2007	68.12		68.12	
932010	30305	8/14/2007	456.00	380.28	75.72	1/22/2010
932011	30305	8/14/2007	153.27		153.27	
932016	30305	8/14/2007	477.00		477.00	
932060	30305	8/14/2007	170.30	68.12	102.18	9/6/2007
932395	30305	8/14/2007	204.36		204.36	
932396	30305	8/14/2007	1839.24		1839.24	
932398	30305	8/14/2007	323.57	150.00	173.57	2/6/2008
932403	30305	8/14/2007	1055.86	1021.76	34.10	5/4/2010
932413	30305	8/14/2007	298.00		298.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
932415	30305	8/14/2007	732.29		732.29	
932468	30305	8/15/2007	5994.56		5994.56	
932469	30305	8/15/2007	1839.24		1839.24	
932472	30305	8/15/2007	1651.91		1651.91	
932473	30305	8/15/2007	86.00		86.00	
932474	30305	8/15/2007	183.00		183.00	
932475	30305	8/15/2007	1600.82		1600.82	
932476	30305	8/15/2007	851.50		851.50	
932478	30305	8/15/2007	2026.57		2026.57	
932479	30305	8/15/2007	2980.25		2980.25	
932480	30305	8/15/2007	3320.85	760.32	2560.53	5/28/2010
932482	30305	8/15/2007	2299.05		2299.05	
932484	30305	8/15/2007	2656.68		2656.68	
932485	30305	8/15/2007	5926.44		5926.44	
932486	30305	8/15/2007	2333.11		2333.11	
932487	30305	8/15/2007	3440.06		3440.06	
932488	30305	8/15/2007	919.62	154.73	764.89	1/5/2012
932490	30305	8/15/2007	1668.94		1668.94	
932492	30305	8/15/2007	1617.85	498.99	1118.86	12/19/2008
932493	30305	8/15/2007	108.00	3.00	105.00	8/16/2007
932539	30305	8/16/2007	936.65		936.65	
932544	30305	8/16/2007	1345.37		1345.37	
932549	30305	8/16/2007	394.00		394.00	
932551	30305	8/16/2007	4495.92		4495.92	
932557	30305	8/16/2007	1822.21		1822.21	
932565	30305	8/16/2007	546.00	417.04	128.96	1/22/2010
932572	30305	8/16/2007	3337.88		3337.88	
932574	30305	8/16/2007	2997.28	308.23	2689.05	7/22/2009
932576	30305	8/16/2007	1396.46		1396.46	
932586	30305	8/16/2007	294.00	265.21	28.79	10/28/2009
932588	30305	8/16/2007	2213.90		2213.90	
932594	30305	8/16/2007	2452.32		2452.32	
932601	30305	8/16/2007	721.00	686.92	34.08	6/17/2015
932603	30305	8/16/2007	735.00	125.00	610.00	1/11/2008
932611	30305	8/16/2007	1197.00		1197.00	
933222	30305	8/24/2007	1052.06	160.06	892.00	5/1/2008
933226	30305	8/24/2007	638.00	100.00	538.00	6/17/2008
933228	30305	8/24/2007	1055.86		1055.86	
933230	30305	8/24/2007	374.66		374.66	
933231	30305	8/24/2007	306.54		306.54	
933233	30305	8/24/2007	1617.85		1617.85	
933234	30305	8/24/2007	34.06		34.06	
933245	30305	8/28/2007	272.48		272.48	
933247	30305	8/28/2007	68.12		68.12	
933251	30305	8/28/2007	136.24	34.06	102.18	2/26/2008
933256	30305	8/28/2007	527.93	20.67	507.26	6/23/2009
933259	30305	8/28/2007	85.15		85.15	
933264	30305	8/29/2007	1175.86	162.00	1013.86	4/21/2009
933283	30305	8/29/2007	34.06		34.06	
933284	30305	8/29/2007	51.09		51.09	
933286	30305	8/29/2007	110.00		110.00	
933287	30305	8/29/2007	3082.43	3082.43		5/11/2012
933289	30305	8/29/2007	732.29	2.27	730.02	10/16/2008
933292	30305	8/29/2007	272.48		272.48	
933296	30305	8/29/2007	374.66		374.66	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
933297	30305	8/29/2007	5688.02	5688.02	-50.00	2/10/2015
933299	30305	8/29/2007	760.00	0.09	759.91	9/17/2010
933418	30305	8/31/2007	613.08		613.08	
933424	30305	8/31/2007	2009.54	509.21	1500.33	1/5/2010
933429	30305	8/31/2007	272.48	80.22	192.26	9/29/2009
933430	30305	8/31/2007	357.63	30.00	327.63	10/25/2007
933431	30305	8/31/2007	766.35		766.35	
933437	30305	8/31/2007	170.27		170.27	
935129	30305	9/18/2007	213.00		213.00	
935132	30305	9/18/2007	340.60		340.60	
935133	30305	9/18/2007	136.24		136.24	
935160	30305	9/18/2007	134.00	14.00	120.00	3/10/2009
935166	30305	9/18/2007	68.12		68.12	
937060	30305	10/3/2007	2707.77		2707.77	
937062	30305	10/3/2007	68.12		68.12	
937066	30305	10/3/2007	800.41		800.41	
937071	30305	10/3/2007	68.12	51.00	17.12	4/29/2009
937072	30305	10/3/2007	276.00		276.00	
937075	30305	10/3/2007	1072.89		1072.89	
937076	30305	10/3/2007	34.06		34.06	
937077	30305	10/3/2007	204.36		204.36	
937078	30305	10/3/2007	647.14		647.14	
937079	30305	10/3/2007	1055.64	319.29	736.35	5/31/2011
937083	30305	10/4/2007	2792.92	2224.55	568.37	2/2/2016
937090	30305	10/4/2007	1703.00		1703.00	
937095	30305	10/4/2007	817.44		817.44	
937099	30305	10/4/2007	170.30	25.00	145.30	3/10/2008
937103	30305	10/4/2007	3218.67		3218.67	
937429	30305	10/11/2007	5383.06	3005.47	2377.59	6/21/2010
937430	30305	10/11/2007	85.15		85.15	
937431	30305	10/11/2007	4836.52		4836.52	
937435	30305	10/11/2007	1209.13		1209.13	
937436	30305	10/11/2007	544.96	68.12	476.84	11/30/2007
937459	30305	10/12/2007	618.63	58.68	559.95	8/7/2008
937460	30305	10/12/2007	3218.67		3218.67	
937464	30305	10/12/2007	1090.00		1090.00	
937467	30305	10/12/2007	1447.55		1447.55	
937468	30305	10/12/2007	1072.89		1072.89	
937470	30305	10/12/2007	3014.31		3014.31	
937471	30305	10/12/2007	3286.79		3286.79	
937473	30305	10/12/2007	1080.00	512.80	567.20	5/17/2013
937474	30305	10/12/2007	2503.41		2503.41	
937475	30305	10/12/2007	1992.51		1992.51	
937476	30305	10/12/2007	79.00		79.00	
937477	30305	10/12/2007	970.71		970.71	
937493	30305	10/12/2007	3031.34		3031.34	
937495	30305	10/12/2007	1038.83		1038.83	
937497	30305	10/12/2007	648.00		648.00	
937505	30305	10/12/2007	2060.63		2060.63	
937507	30305	10/12/2007	1447.55		1447.55	
937581	30305	10/12/2007	534.00	150.00	384.00	10/15/2008
937962	30305	10/16/2007	1856.27	38.00	1818.27	3/16/2010
937963	30305	10/16/2007	1065.00	50.00	1015.00	4/8/2008
937964	30305	10/16/2007	936.65		936.65	
937965	30305	10/16/2007	647.14		647.14	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
937966	30305	10/16/2007	1685.97		1685.97	
937968	30305	10/16/2007	34.06		34.06	
937970	30305	10/16/2007	1647.14	1566.15	80.99	5/7/2012
938012	30305	10/17/2007	46.00		46.00	
938016	30305	10/17/2007	973.00	160.00	813.00	3/5/2008
938021	30305	10/17/2007	472.00		472.00	
938024	30305	10/17/2007	868.53		868.53	
938027	30305	10/17/2007	1055.86		1055.86	
938618	30305	10/24/2007	117.00		117.00	
940394	30305	11/14/2007	85.15		85.15	
940396	30305	11/14/2007	357.63		357.63	
940408	30305	11/14/2007	34.06		34.06	
940411	30305	11/14/2007	1924.39		1924.39	
940412	30305	11/14/2007	85.15		85.15	
940414	30305	11/14/2007	507.00	153.41	353.59	5/26/2010
940447	30305	11/15/2007	34.06		34.06	
940449	30305	11/15/2007	270.00		270.00	
940452	30305	11/15/2007	34.06		34.06	
940457	30305	11/15/2007	527.93		527.93	
940460	30305	11/15/2007	168.00	25.00	143.00	9/14/2016
940461	30305	11/15/2007	68.12		68.12	
940463	30305	11/15/2007	232.00		232.00	
940465	30305	11/15/2007	218.00		218.00	
940512	30305	11/16/2007	340.60		340.60	
940513	30305	11/16/2007	3116.49	1556.95	1559.54	3/10/2016
940514	30305	11/16/2007	460.24	324.00	136.24	2/15/2008
940516	30305	11/16/2007	34.06		34.06	
940521	30305	11/16/2007	579.02		579.02	
940524	30305	11/16/2007	170.30		170.30	
940525	30305	11/16/2007	221.39		221.39	
940530	30305	11/16/2007	1277.25	24.74	1252.51	8/21/2008
940532	30305	11/16/2007	272.48	108.83	163.65	10/23/2008
940535	30305	11/16/2007	102.18		102.18	
940536	30305	11/16/2007	234.00		234.00	
940537	30305	11/16/2007	34.06		34.06	
940540	30305	11/16/2007	234.00	88.92	145.08	5/13/2010
940541	30305	11/16/2007	3695.51		3695.51	
940858	30305	11/20/2007	221.39		221.39	
940868	30305	11/20/2007	136.24		136.24	
940898	30305	11/20/2007	323.57	289.51	34.06	5/1/2008
940899	30305	11/20/2007	10030.67	5473.02	4557.65	7/19/2016
941451	30305	11/28/2007	2196.87	13.69	2183.18	6/28/2011
941459	30305	11/28/2007	34.06		34.06	
941460	30305	11/28/2007	3465.00	2608.91	856.09	8/17/2012
941463	30305	11/28/2007	766.35		766.35	
941466	30305	11/28/2007	613.08		613.08	
941469	30305	11/28/2007	306.54		306.54	
941471	30305	11/28/2007	489.00	289.00	200.00	10/8/2013
941473	30305	11/28/2007	1094.00	153.00	941.00	8/27/2008
941475	30305	11/28/2007	136.24		136.24	
941477	30305	11/28/2007	442.78		442.78	
941478	30305	11/28/2007	1192.10		1192.10	
941479	30305	11/28/2007	4581.07		4581.07	
941481	30305	11/28/2007	68.12		68.12	
941522	30305	11/29/2007	408.72		408.72	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
941523	30305	11/29/2007	51.09		51.09	
941526	30305	11/29/2007	1935.39	1935.39		5/28/2010
941528	30305	11/29/2007	544.96		544.96	
941533	30305	11/30/2007	1890.33	1890.33		5/13/2010
941537	30305	11/30/2007	715.26	70.00	645.26	4/6/2012
941539	30305	11/30/2007	355.06	34.06	321.00	2/12/2008
941540	30305	11/30/2007	454.00		454.00	
941541	30305	11/30/2007	493.87		493.87	
942275	30305	12/5/2007	783.38		783.38	
942276	30305	12/5/2007	34.06		34.06	
942301	30305	12/7/2007	197.00	182.00	15.00	2/2/2011
942311	30305	12/7/2007	170.30		170.30	
942313	30305	12/7/2007	156.00	156.00		1/13/2017
943485	30305	12/20/2007	524.00	159.00	365.00	5/7/2008
943486	30305	12/20/2007	68.12	34.06	34.06	2/28/2008
943488	30305	12/20/2007	834.47		834.47	
943493	30305	12/20/2007	510.90		510.90	
943502	30305	12/21/2007	119.21		119.21	
943518	30305	12/21/2007	357.63	48.06	309.57	4/21/2009
943520	30305	12/21/2007	408.72		408.72	
943529	30305	12/21/2007	68.12	57.00	11.12	2/17/2011
943532	30305	12/21/2007	102.18		102.18	
943533	30305	12/21/2007	885.56		885.56	
943535	30305	12/21/2007	66.00	35.00	31.00	2/19/2008
943779	30305	12/21/2007	170.30		170.30	
943918	30305	12/31/2007	885.56	34.06	851.50	1/22/2008
943931	30305	12/31/2007	342.00	200.00	142.00	5/15/2008
944140	30305	12/31/2007	438.06	128.06	310.00	6/16/2009
944144	30305	12/31/2007	85.15		85.15	
944147	30305	12/31/2007	372.00		372.00	
944148	30305	12/31/2007	544.96	50.00	494.96	2/5/2008
944575	30305	1/3/2008	1583.79		1583.79	
944580	30305	1/3/2008	68.12		68.12	
944581	30305	1/3/2008	68.12		68.12	
944585	30305	1/3/2008	34.06		34.06	
944587	30305	1/3/2008	85.15		85.15	
944592	30305	1/3/2008	36.00		36.00	
944593	30305	1/3/2008	476.84	34.06	442.78	1/14/2008
944621	30305	1/4/2008	102.18		102.18	
944624	30305	1/4/2008	425.75		425.75	
944625	30305	1/4/2008	1532.70	454.00	1078.70	4/21/2009
944626	30305	1/4/2008	2136.00	1135.00	1001.00	3/25/2011
944979	30305	1/10/2008	298.00		298.00	
944981	30305	1/10/2008	2554.50		2554.50	
944982	30305	1/10/2008	187.33		187.33	
944984	30305	1/10/2008	1600.82		1600.82	
944985	30305	1/10/2008	1311.31		1311.31	
944986	30305	1/10/2008	221.39		221.39	
944987	30305	1/10/2008	1021.80		1021.80	
944988	30305	1/10/2008	153.27		153.27	
944989	30305	1/10/2008	1668.94		1668.94	
944993	30305	1/10/2008	953.68		953.68	
945642	30305	1/17/2008	119.21		119.21	
945648	30305	1/17/2008	1089.92	300.00	789.92	12/18/2013
945650	30305	1/17/2008	1192.10		1192.10	

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945651	30305	1/17/2008	216.00		216.00	
945667	30305	1/17/2008	1805.18		1805.18	
945670	30305	1/17/2008	119.21	94.00	25.21	4/29/2009
945675	30305	1/17/2008	732.29		732.29	
945677	30305	1/17/2008	904.00	824.00	80.00	5/7/2009
945678	30305	1/17/2008	561.99		561.99	
945680	30305	1/17/2008	69.00	38.00	31.00	2/5/2008
945682	30305	1/17/2008	1583.79		1583.79	
945730	30305	1/22/2008	493.87		493.87	
945731	30305	1/22/2008	1328.34		1328.34	
945732	30305	1/22/2008	119.21	11.28	107.93	1/23/2009
945734	30305	1/22/2008	7595.38	5515.18	2080.20	9/2/2015
945742	30305	1/23/2008	310.00	62.00	248.00	5/15/2008
946162	30305	1/25/2008	20.00		20.00	
946473	30305	1/29/2008	1141.01		1141.01	
946478	30305	1/29/2008	34.06		34.06	
946828	30305	1/31/2008	513.92		513.92	
946829	30305	1/31/2008	987.74		987.74	
946830	30305	1/31/2008	34.06		34.06	
947198	30305	2/5/2008	340.60	37.00	303.60	3/2/2010
947245	30305	2/6/2008	34.06		34.06	
947247	30305	2/6/2008	1839.24		1839.24	
947249	30305	2/6/2008	867.00	223.00	644.00	4/10/2009
947250	30305	2/6/2008	1004.77		1004.77	
947251	30305	2/6/2008	1549.73	37.42	1512.31	4/23/2009
947252	30305	2/6/2008	1890.33		1890.33	
947253	30305	2/6/2008	248.00		248.00	
947254	30305	2/6/2008	1192.10	51.09	1141.01	3/20/2008
947661	30305	2/8/2008	1552.62	300.00	1252.62	3/19/2009
947663	30305	2/8/2008	306.54		306.54	
947665	30305	2/8/2008	289.51		289.51	
947859	30305	2/15/2008	3065.40		3065.40	
947861	30305	2/15/2008	6880.12		6880.12	
947880	30305	2/15/2008	267.00	258.00	9.00	5/9/2012
947883	30305	2/15/2008	68.12		68.12	
948213	30305	2/20/2008	153.27		153.27	
948214	30305	2/20/2008	323.57		323.57	
948724	30305	2/27/2008	575.15	80.00	495.15	3/25/2008
948728	30305	2/27/2008	102.18	68.12	34.06	4/24/2008
948735	30305	2/27/2008	4666.22		4666.22	
948736	30305	2/27/2008	423.00		423.00	
948744	30305	2/27/2008	85.15		85.15	
948747	30305	2/27/2008	34.06		34.06	
948748	30305	2/27/2008	119.21		119.21	
948749	30305	2/27/2008	51.09		51.09	
948756	30305	2/27/2008	970.71	970.71		6/15/2016
948858	30305	2/28/2008	1685.97		1685.97	
948859	30305	2/28/2008	289.51	136.24	153.27	4/16/2009
948860	30305	2/28/2008	111.09		111.09	
948861	30305	2/28/2008	170.30		170.30	
948867	30305	2/28/2008	1634.88	590.18	1044.70	5/23/2016
948870	30305	2/28/2008	3233.60	2262.00	971.60	4/9/2015
948871	30305	2/28/2008	582.00		582.00	
948872	30305	2/28/2008	88.00	9.00	79.00	5/9/2008
948880	30305	2/28/2008	1112.00	762.00	350.00	10/31/2008

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948881	30305	2/28/2008	195.33	40.00	155.33	5/6/2008
948882	30305	2/28/2008	55.00		55.00	
948887	30305	3/3/2008	85.15		85.15	
948888	30305	3/3/2008	3014.31		3014.31	
948889	30305	3/3/2008	1192.10		1192.10	
948891	30305	3/3/2008	426.00	325.84	100.16	1/22/2010
949229	30305	3/5/2008	320.00	302.95	17.05	11/14/2011
949233	30305	3/5/2008	140.00		140.00	
949234	30305	3/5/2008	1634.88	450.39	1184.49	5/27/2011
949235	30305	3/5/2008	3729.57		3729.57	
949276	30305	3/11/2008	630.11		630.11	
949277	30305	3/11/2008	476.84		476.84	
949278	30305	3/11/2008	613.08		613.08	
949282	30305	3/11/2008	228.00	94.64	133.36	6/24/2010
949284	30305	3/11/2008	273.33	86.00	187.33	4/23/2008
949285	30305	3/11/2008	204.36	157.29	47.07	6/15/2016
949288	30305	3/11/2008	85.15	75.21	9.94	4/28/2016
950666	30305	3/19/2008	425.75		425.75	
950667	30305	3/19/2008	85.15		85.15	
950670	30305	3/19/2008	1209.13		1209.13	
950672	30305	3/19/2008	119.21		119.21	
950675	30305	3/19/2008	44.00	5.00	39.00	6/19/2008
950676	30305	3/19/2008	3184.61		3184.61	
950677	30305	3/19/2008	2826.98		2826.98	
951119	30305	3/24/2008	34.06		34.06	
951124	30305	3/24/2008	525.00	25.00	500.00	5/14/2008
951127	30305	3/24/2008	527.93		527.93	
951133	30305	3/25/2008	442.78		442.78	
951135	30305	3/25/2008	19.00		19.00	
951136	30305	3/25/2008	459.81		459.81	
951138	30305	3/25/2008	204.36		204.36	
951139	30305	3/25/2008	980.30	368.30	612.00	7/15/2008
951140	30305	3/25/2008	122.00		122.00	
951141	30305	3/25/2008	51.09	31.00	20.09	4/16/2009
951142	30305	3/25/2008	3712.54		3712.54	
952406	30305	4/7/2008	230.00	54.00	176.00	10/2/2008
952413	30305	4/7/2008	222.00		222.00	
952420	30305	4/7/2008	306.54		306.54	
952439	30305	4/7/2008	2179.84	691.69	1488.15	4/30/2009
952441	30305	4/7/2008	102.18		102.18	
952444	30305	4/7/2008	34.06		34.06	
952446	30305	4/7/2008	817.44		817.44	
952449	30305	4/7/2008	327.00		327.00	
952457	30305	4/7/2008	221.39		221.39	
952458	30305	4/7/2008	1992.51		1992.51	
952461	30305	4/7/2008	1158.04		1158.04	
952469	30305	4/7/2008	306.54	19.32	287.22	10/17/2013
952483	30305	4/7/2008	68.12		68.12	
952661	30305	4/9/2008	54.00		54.00	
952662	30305	4/9/2008	289.51		289.51	
952663	30305	4/9/2008	476.84		476.84	
952664	30305	4/9/2008	442.78		442.78	
953154	30305	4/14/2008	34.06		34.06	
953155	30305	4/14/2008	544.96		544.96	
953160	30305	4/14/2008	1123.98		1123.98	

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953164	30305	4/15/2008	34.06		34.06	
953169	30305	4/15/2008	102.18		102.18	
953170	30305	4/15/2008	1805.18		1805.18	
953177	30305	4/16/2008	34.06		34.06	
953178	30305	4/16/2008	493.87		493.87	
953179	30305	4/16/2008	255.45	150.00	105.45	10/8/2010
953180	30305	4/16/2008	289.51	260.00	29.51	12/19/2014
953192	30305	4/16/2008	2912.13	764.68	2147.45	8/31/2012
953200	30305	4/16/2008	510.90		510.90	
953206	30305	4/16/2008	902.59		902.59	
953208	30305	4/16/2008	1464.58		1464.58	
953213	30305	4/16/2008	4938.70		4938.70	
953214	30305	4/16/2008	343.00	128.52	214.48	4/30/2010
953843	30305	4/23/2008	510.90		510.90	
953845	30305	4/23/2008	561.99		561.99	
953847	30305	4/23/2008	2401.23	79.00	2322.23	10/21/2015
953849	30305	4/23/2008	1294.28	1106.95	187.33	4/22/2009
953852	30305	4/23/2008	5688.02	4803.27	884.75	10/3/2016
953853	30305	4/23/2008	162.00		162.00	
953856	30305	4/23/2008	234.00		234.00	
953936	30305	4/24/2008	238.42		238.42	
953937	30305	4/24/2008	34.06		34.06	
953939	30305	4/24/2008	10.00		10.00	
953944	30305	4/24/2008	868.53		868.53	
953945	30305	4/24/2008	222.00		222.00	
954471	30305	4/29/2008	1668.94		1668.94	
954472	30305	4/29/2008	68.12		68.12	
954473	30305	4/29/2008	768.00	440.00	328.00	6/12/2009
954474	30305	4/29/2008	34.06		34.06	
954475	30305	4/29/2008	272.48		272.48	
954477	30305	4/29/2008	68.12		68.12	
954480	30305	4/29/2008	357.63		357.63	
954481	30305	4/29/2008	255.45		255.45	
954482	30305	4/29/2008	85.15		85.15	
954773	30305	5/1/2008	732.29		732.29	
954774	30305	5/1/2008	2707.77		2707.77	
954776	30305	5/1/2008	2946.19		2946.19	
955119	30305	5/6/2008	596.05		596.05	
955120	30305	5/6/2008	2452.32	1856.33	595.99	2/2/2016
955124	30305	5/6/2008	68.12		68.12	
955125	30305	5/6/2008	140.00	14.00	126.00	6/13/2008
955129	30305	5/6/2008	732.29		732.29	
955879	30305	5/14/2008	561.99		561.99	
955882	30305	5/14/2008	2247.96	280.48	1967.48	12/10/2015
955883	30305	5/14/2008	3678.48		3678.48	
955884	30305	5/14/2008	613.08		613.08	
955886	30305	5/14/2008	1123.98		1123.98	
955889	30305	5/14/2008	2707.77		2707.77	
956394	30305	5/19/2008	238.42		238.42	
956447	30305	5/20/2008	315.09	51.09	264.00	8/8/2008
956490	30305	5/21/2008	102.18		102.18	
956495	30305	5/22/2008	135.00		135.00	
956497	30305	5/22/2008	250.00	242.00	8.00	3/30/2016
956498	30305	5/22/2008	4024.68	25.00	3999.68	3/5/2009
956499	30305	5/22/2008	68.12		68.12	

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956502	30305	5/22/2008	936.65	389.00	547.65	2/19/2015
956503	30305	5/22/2008	1822.21		1822.21	
956504	30305	5/22/2008	102.18		102.18	
956505	30305	5/22/2008	1260.22		1260.22	
956506	30305	5/22/2008	647.14		647.14	
956513	30305	5/22/2008	34.06		34.06	
956514	30305	5/22/2008	34.06		34.06	
956518	30305	5/22/2008	800.41		800.41	
957365	30305	6/2/2008	51.09		51.09	
957368	30305	6/2/2008	658.00		658.00	
957369	30305	6/2/2008	2435.29	502.92	1932.37	6/16/2016
957724	30305	6/3/2008	596.05	97.06	498.99	10/21/2009
957725	30305	6/3/2008	102.18		102.18	
957726	30305	6/3/2008	391.69		391.69	
957727	30305	6/3/2008	2980.25	44.00	2936.25	3/30/2016
957728	30305	6/3/2008	136.24		136.24	
957730	30305	6/3/2008	6.00		6.00	
957731	30305	6/3/2008	204.36		204.36	
957733	30305	6/3/2008	851.50	851.50		2/16/2010
957734	30305	6/3/2008	1294.28	245.32	1048.96	3/19/2015
957735	30305	6/3/2008	162.00		162.00	
957736	30305	6/3/2008	579.02		579.02	
957737	30305	6/3/2008	3082.43		3082.43	
957738	30305	6/3/2008	34.06		34.06	
957739	30305	6/3/2008	3286.79	607.00	2679.79	5/25/2016
957741	30305	6/3/2008	322.00		322.00	
957798	30305	6/4/2008	2333.11		2333.11	
957799	30305	6/4/2008	95.00		95.00	
957803	30305	6/4/2008	1004.77		1004.77	
957804	30305	6/4/2008	102.18	94.00	8.18	5/8/2012
957809	30305	6/4/2008	153.27	135.00	18.27	2/24/2009
957814	30305	6/4/2008	540.00	355.26	184.74	12/9/2009
957891	30305	6/5/2008	119.21		119.21	
957896	30305	6/5/2008	34.06		34.06	
959390	30305	6/20/2008	1430.52	147.11	1283.41	7/22/2009
959391	30305	6/20/2008	1106.95		1106.95	
959392	30305	6/20/2008	2299.05	487.89	1811.16	12/15/2010
959393	30305	6/20/2008	170.30		170.30	
959394	30305	6/20/2008	647.14		647.14	
959396	30305	6/20/2008	561.99		561.99	
959598	30305	6/25/2008	357.63		357.63	
959600	30305	6/25/2008	272.48	44.00	228.48	3/13/2012
959601	30305	6/25/2008	187.33		187.33	
959602	30305	6/25/2008	204.36		204.36	
959603	30305	6/25/2008	1873.30	364.50	1508.80	3/9/2009
959605	30305	6/25/2008	527.93		527.93	
959606	30305	6/25/2008	34.06		34.06	
959607	30305	6/25/2008	34.06		34.06	
959611	30305	6/25/2008	306.54		306.54	
959612	30305	6/25/2008	2111.72		2111.72	
959613	30305	6/25/2008	5279.30		5279.30	
959614	30305	6/25/2008	1123.98	565.75	558.23	4/16/2009
959616	30305	6/25/2008	1072.89		1072.89	
960258	30305	6/27/2008	119.21	18.00	101.21	4/21/2009
960259	30305	6/27/2008	953.68	200.00	753.68	10/8/2008

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960260	30305	6/27/2008	289.51		289.51	
960262	30305	6/27/2008	732.29	122.00	610.29	9/12/2008
960265	30305	6/27/2008	1975.48	102.18	1873.30	7/11/2008
960268	30305	6/27/2008	2964.00	1394.00	1570.00	9/23/2010
960270	30305	6/27/2008	1120.00	620.00	500.00	3/30/2016
960278	30305	6/27/2008	170.30	112.50	57.80	4/14/2016
960287	30305	6/27/2008	204.36		204.36	
960719	30305	7/1/2008	187.33		187.33	
960725	30305	7/1/2008	85.15		85.15	
960728	30305	7/1/2008	51.09		51.09	
961710	30305	7/14/2008	3631.87	1350.00	2281.87	1/28/2013
961713	30305	7/14/2008	1072.89	9.04	1063.85	9/17/2010
961716	30305	7/14/2008	425.75		425.75	
961717	30305	7/14/2008	2145.78		2145.78	
961718	30305	7/14/2008	630.11		630.11	
962162	30305	7/21/2008	1788.15		1788.15	
962165	30305	7/21/2008	4684.72	4684.72	-325.78	7/23/2013
962168	30305	7/21/2008	527.93		527.93	
962169	30305	7/21/2008	119.21		119.21	
962170	30305	7/22/2008	272.48		272.48	
962173	30305	7/22/2008	68.12		68.12	
962174	30305	7/22/2008	68.12		68.12	
962178	30305	7/22/2008	8713.80	8713.80		11/2/2011
962182	30305	7/22/2008	289.51		289.51	
963211	30305	8/1/2008	4564.04		4564.04	
963212	30305	8/1/2008	289.51		289.51	
963214	30305	8/1/2008	2503.41	374.66	2128.75	8/15/2008
963215	30305	8/1/2008	289.51	226.75	62.76	12/20/2011
963217	30305	8/1/2008	1822.21		1822.21	
963218	30305	8/1/2008	696.00	91.50	604.50	12/3/2009
963223	30305	8/1/2008	51.09		51.09	
963228	30305	8/1/2008	132.00	132.00		9/30/2016
963229	30305	8/1/2008	3967.99	3967.99		6/15/2011
963231	30305	8/1/2008	527.93		527.93	
963233	30305	8/1/2008	3508.18		3508.18	
963235	30305	8/1/2008	207.00	151.00	56.00	4/29/2009
963237	30305	8/1/2008	119.21		119.21	
963244	30305	8/1/2008	527.93		527.93	
964075	30305	8/8/2008	30.00		30.00	
964077	30305	8/8/2008	136.24		136.24	
964597	30305	8/18/2008	3833.76	564.00	3269.76	10/22/2009
964637	30305	8/19/2008	613.08		613.08	
964639	30305	8/19/2008	33.00		33.00	
964645	30305	8/19/2008	272.48	229.94	42.54	5/21/2015
964646	30305	8/19/2008	272.48		272.48	
964648	30305	8/19/2008	51.09	51.09		6/15/2016
964660	30305	8/19/2008	69.00	6.73	62.27	6/29/2009
964663	30305	8/19/2008	85.15		85.15	
965113	30305	8/22/2008	1038.83	34.50	1004.33	10/20/2009
965116	30305	8/22/2008	425.75		425.75	
965117	30305	8/22/2008	374.66		374.66	
965121	30305	8/22/2008	766.35		766.35	
965210	30305	8/28/2008	102.18		102.18	
965211	30305	8/28/2008	1703.00		1703.00	
965213	30305	8/28/2008	613.08		613.08	

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965214	30305	8/28/2008	672.00		672.00	
965216	30305	8/28/2008	970.71		970.71	
965565	30305	8/29/2008	289.51	4.38	285.13	6/23/2009
965569	30305	8/29/2008	34.06	25.00	9.06	1/9/2009
965571	30305	8/29/2008	391.69	250.00	141.69	12/4/2008
965573	30305	8/29/2008	2537.47		2537.47	
965575	30305	8/29/2008	165.00	108.00	57.00	5/20/2009
965705	30305	9/5/2008	170.30		170.30	
965708	30305	9/5/2008	1260.22		1260.22	
965709	30305	9/5/2008	1243.19	54.26	1188.93	2/5/2010
965712	30305	9/5/2008	252.00	60.00	192.00	2/10/2009
966645	30305	9/15/2008	1636.00		1636.00	
966646	30305	9/15/2008	306.54		306.54	
966647	30305	9/15/2008	238.42	51.09	187.33	11/14/2008
966652	30305	9/15/2008	544.96	358.44	186.52	9/6/2012
966758	30305	9/18/2008	834.47		834.47	
966770	30305	9/18/2008	34.06		34.06	
966774	30305	9/18/2008	4223.44		4223.44	
966777	30305	9/18/2008	34.06		34.06	
966778	30305	9/18/2008	51.09		51.09	
966779	30305	9/18/2008	289.51		289.51	
966782	30305	9/18/2008	1595.61	34.06	1561.55	9/30/2008
966783	30305	9/18/2008	1280.41	1000.00	280.41	8/2/2010
966785	30305	9/19/2008	834.47		834.47	
966786	30305	9/19/2008	783.38	44.07	739.31	6/29/2009
966787	30305	9/19/2008	24.00		24.00	
966790	30305	9/19/2008	817.44		817.44	
966791	30305	9/19/2008	919.62		919.62	
966792	30305	9/19/2008	834.47		834.47	
966794	30305	9/19/2008	2775.89		2775.89	
966797	30305	9/19/2008	30.00		30.00	
966798	30305	9/19/2008	34.06		34.06	
966802	30305	9/19/2008	766.35	473.38	292.97	3/5/2013
966803	30305	9/19/2008	2980.25		2980.25	
966804	30305	9/19/2008	51.09	50.00	1.09	11/14/2011
966805	30305	9/19/2008	766.35		766.35	
967155	30305	9/22/2008	34.06		34.06	
967157	30305	9/22/2008	2775.89		2775.89	
967158	30305	9/22/2008	18.00	7.47	10.53	6/24/2010
967159	30305	9/22/2008	48.00		48.00	
967164	30305	9/22/2008	1226.16		1226.16	
967264	30305	9/23/2008	698.23	93.30	604.93	12/9/2010
967266	30305	9/23/2008	2094.69		2094.69	
968259	30305	10/8/2008	3406.00		3406.00	
968260	30305	10/8/2008	1788.15		1788.15	
968261	30305	10/8/2008	4751.37		4751.37	
968263	30305	10/8/2008	2026.57	1704.83	321.74	9/29/2009
968264	30305	10/8/2008	2503.41	589.00	1914.41	3/20/2013
968266	30305	10/8/2008	3099.46		3099.46	
968267	30305	10/8/2008	714.00	111.80	602.20	12/7/2010
968268	30305	10/8/2008	3014.31		3014.31	
968270	30305	10/8/2008	3712.54		3712.54	
968271	30305	10/8/2008	425.75		425.75	
968273	30305	10/8/2008	4529.98		4529.98	
968277	30305	10/8/2008	136.24		136.24	

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968283	30305	10/8/2008	890.00	656.46	233.54	3/16/2010
968284	30305	10/8/2008	544.96		544.96	
968286	30305	10/8/2008	1668.94		1668.94	
968289	30305	10/8/2008	3082.43		3082.43	
968294	30305	10/8/2008	238.42		238.42	
968295	30305	10/8/2008	2264.99		2264.99	
968297	30305	10/8/2008	1089.92		1089.92	
968302	30305	10/8/2008	2077.66	1124.92	952.74	8/20/2010
968304	30305	10/8/2008	76.00		76.00	
968306	30305	10/8/2008	1975.48		1975.48	
968312	30305	10/8/2008	220.00		220.00	
968313	30305	10/8/2008	1788.15		1788.15	
968315	30305	10/8/2008	507.00	464.07	42.93	1/13/2017
968318	30305	10/8/2008	357.63		357.63	
968319	30305	10/8/2008	52.00		52.00	
968320	30305	10/8/2008	14.00		14.00	
968322	30305	10/8/2008	187.33		187.33	
968324	30305	10/8/2008	596.05		596.05	
968325	30305	10/8/2008	272.48		272.48	
968328	30305	10/9/2008	306.54	187.33	119.21	11/5/2008
968335	30305	10/9/2008	34.06		34.06	
968336	30305	10/9/2008	1651.91		1651.91	
968337	30305	10/9/2008	1294.28		1294.28	
968339	30305	10/9/2008	510.90	16.83	494.07	7/22/2009
968360	30305	10/13/2008	1600.82		1600.82	
968368	30305	10/13/2008	561.99	535.98	26.01	1/22/2010
968370	30305	10/13/2008	1413.49		1413.49	
968371	30305	10/13/2008	2724.80		2724.80	
968374	30305	10/13/2008	544.96	300.00	244.96	5/28/2009
968378	30305	10/13/2008	2769.77		2769.77	
968379	30305	10/13/2008	408.72	34.06	374.66	11/4/2008
968381	30305	10/13/2008	366.00	383.54	-31.05	2/27/2017
968382	30305	10/13/2008	368.00	175.44	192.56	12/8/2016
968967	30305	10/16/2008	102.18	34.06	68.12	11/13/2008
969054	30305	10/20/2008	34.06		34.06	
969058	30305	10/20/2008	954.59	52.00	902.59	11/10/2008
969059	30305	10/20/2008	1856.27	1496.00	360.27	5/21/2015
969063	30305	10/20/2008	987.74		987.74	
969077	30305	10/20/2008	476.84	0.92	475.92	10/12/2011
969081	30305	10/20/2008	34.06	34.06		6/22/2016
969295	30305	10/22/2008				10/20/2009
969353	30305	10/23/2008	2741.83		2741.83	
969355	30305	10/23/2008	1771.12	14.00	1757.12	3/30/2016
969356	30305	10/23/2008	531.00		531.00	
969358	30305	10/23/2008	68.12		68.12	
969362	30305	10/23/2008	1617.85		1617.85	
969363	30305	10/23/2008	34.06	0.01	34.05	2/9/2009
970301	30305	10/28/2008				12/10/2009
970860	30305	11/3/2008	2227.66	150.00	2077.66	12/1/2008
970866	30305	11/3/2008	2469.35	2069.60	399.75	7/19/2016
971232	30305	11/3/2008	4189.38	34.06	4155.32	11/20/2008
971234	30305	11/3/2008	1498.64		1498.64	
971306	30305	11/5/2008	68.12		68.12	
971307	30305	11/5/2008	851.50		851.50	
971308	30305	11/5/2008	1072.89		1072.89	

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971310	30305	11/5/2008	1548.00		1548.00	
971311	30305	11/5/2008	4427.80		4427.80	
971315	30305	11/5/2008	596.05		596.05	
971320	30305	11/5/2008	1532.70		1532.70	
971322	30305	11/5/2008	1505.00	563.88	941.12	4/30/2010
971323	30305	11/5/2008	2077.66		2077.66	
971325	30305	11/5/2008	102.18		102.18	
971873	30305	11/13/2008	204.36		204.36	
971876	30305	11/13/2008	34.06		34.06	
971884	30305	11/13/2008	78.00		78.00	
971885	30305	11/13/2008	119.21		119.21	
971888	30305	11/13/2008	2303.12	321.62	1981.50	3/18/2011
971889	30305	11/13/2008	63.00		63.00	
971894	30305	11/13/2008	834.47		834.47	
971896	30305	11/13/2008	34.06		34.06	
971902	30305	11/13/2008	1445.00	150.00	1295.00	7/6/2009
971904	30305	11/13/2008	472.00		472.00	
971912	30305	11/13/2008	340.60		340.60	
971915	30305	11/13/2008	34.06		34.06	
972405	30305	11/18/2008	2384.20		2384.20	
972406	30305	11/18/2008	2997.28		2997.28	
972407	30305	11/18/2008	3099.46	90.62	3008.84	5/23/2016
972409	30305	11/18/2008	420.00		420.00	
972412	30305	11/18/2008	480.00		480.00	
972415	30305	11/18/2008	459.81		459.81	
972417	30305	11/18/2008	522.00		522.00	
972425	30305	11/18/2008	298.00		298.00	
972426	30305	11/18/2008	348.00		348.00	
972427	30305	11/18/2008	2929.16		2929.16	
972450	30305	11/19/2008	3252.73	854.17	2398.56	8/31/2012
972451	30305	11/19/2008	1600.82		1600.82	
972452	30305	11/19/2008	318.00	90.00	228.00	2/17/2011
972453	30305	11/19/2008	2026.57	79.33	1947.24	6/23/2009
972454	30305	11/19/2008	1396.46		1396.46	
972455	30305	11/19/2008	2792.92		2792.92	
972456	30305	11/19/2008	2009.54		2009.54	
972458	30305	11/19/2008	4495.92	148.16	4347.76	7/22/2009
972459	30305	11/19/2008	204.36		204.36	
972460	30305	11/19/2008	51.09		51.09	
972462	30305	11/19/2008	1038.83		1038.83	
972465	30305	11/19/2008	3899.87		3899.87	
972467	30305	11/19/2008	4461.86		4461.86	
972471	30305	11/19/2008	801.00		801.00	
972473	30305	11/19/2008	1720.03		1720.03	
973057	30305	11/24/2008	170.30		170.30	
973066	30305	11/24/2008	451.00	299.80	151.20	7/24/2009
973466	30305	11/25/2008	85.15		85.15	
973469	30305	11/25/2008	68.12		68.12	
973471	30305	11/25/2008	649.81	337.58	310.63	1/25/2017
973474	30305	11/25/2008	204.36	85.15	119.21	4/22/2009
973475	30305	11/25/2008	556.00		556.00	
973613	30305	12/1/2008	425.75		425.75	
973614	30305	12/1/2008	221.39		221.39	
973615	30305	12/1/2008	1175.07	249.36	925.71	12/15/2010
973616	30305	12/1/2008	442.78		442.78	

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973619	30305	12/1/2008	539.51		539.51	
973621	30305	12/1/2008	256.00		256.00	
974094	30305	12/2/2008	324.00	90.00	234.00	2/19/2009
974097	30305	12/2/2008	3729.57	34.06	3695.51	4/15/2010
974102	30305	12/2/2008	102.18		102.18	
974105	30305	12/2/2008	800.41		800.41	
974106	30305	12/2/2008	1068.00	245.39	822.61	4/28/2011
974117	30305	12/2/2008	408.72		408.72	
974122	30305	12/2/2008	34.06		34.06	
975166	30305	12/15/2008	1004.77		1004.77	
975167	30305	12/15/2008	544.00	61.13	482.87	5/22/2012
975168	30305	12/15/2008	357.63		357.63	
975170	30305	12/15/2008	374.66		374.66	
975171	30305	12/15/2008	374.66		374.66	
975364	30305	12/17/2008	953.68	412.16	541.52	6/23/2014
975373	30305	12/17/2008	459.81	25.00	434.81	7/7/2009
975378	30305	12/17/2008	204.36		204.36	
975380	30305	12/17/2008	170.30		170.30	
975383	30305	12/17/2008	561.99		561.99	
975384	30305	12/17/2008	34.06		34.06	
975387	30305	12/17/2008	68.12		68.12	
975389	30305	12/17/2008	170.30		170.30	
975428	30305	12/18/2008	1243.19	265.82	977.37	7/26/2010
975430	30305	12/18/2008	68.12		68.12	
975432	30305	12/18/2008	51.09		51.09	
975445	30305	12/18/2008	357.63		357.63	
975448	30305	12/18/2008	1362.40		1362.40	
975450	30305	12/18/2008	1617.85		1617.85	
975466	30305	12/18/2008	1703.00		1703.00	
976051	30305	12/23/2008	2588.56	320.00	2268.56	10/14/2009
976167	30305	1/2/2009	664.17		664.17	
976170	30305	1/2/2009	1617.85		1617.85	
976171	30305	1/2/2009	1805.18	59.95	1745.23	10/20/2009
976172	30305	1/2/2009	1809.00	382.00	1427.00	10/19/2010
976179	30305	1/2/2009	1685.97		1685.97	
976612	30305	1/2/2009	2026.57		2026.57	
976613	30305	1/2/2009	510.00		510.00	
976614	30305	1/2/2009	2741.83		2741.83	
976615	30305	1/2/2009	94.00	94.00		9/30/2016
976616	30305	1/2/2009	2179.84		2179.84	
976732	30305	1/7/2009	391.69		391.69	
976733	30305	1/7/2009	230.00	14.46	215.54	9/22/2009
976734	30305	1/7/2009	1430.52	508.52	922.00	3/28/2012
976735	30305	1/7/2009	749.32		749.32	
976736	30305	1/7/2009	374.66		374.66	
976737	30305	1/7/2009	1668.94	87.25	1581.69	8/18/2009
976738	30305	1/7/2009	1515.67		1515.67	
976739	30305	1/7/2009	510.90		510.90	
976740	30305	1/7/2009	749.32		749.32	
977691	30305	1/13/2009	1328.34		1328.34	
977693	30305	1/13/2009	34.06		34.06	
977697	30305	1/13/2009	51.09		51.09	
977698	30305	1/13/2009	221.39		221.39	
979901	30305	2/10/2009	170.30		170.30	
979902	30305	2/10/2009	579.02		579.02	

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979903	30305	2/10/2009	321.00		321.00	
979905	30305	2/10/2009	136.24		136.24	
979908	30305	2/10/2009	430.00		430.00	
979909	30305	2/10/2009	221.39	133.53	87.86	6/3/2010
979910	30305	2/10/2009	42.00		42.00	
979911	30305	2/10/2009	800.41	747.29	53.12	5/19/2014
979912	30305	2/10/2009	238.42		238.42	
979913	30305	2/10/2009	391.69		391.69	
979915	30305	2/10/2009	174.00		174.00	
979916	30305	2/10/2009	1362.40		1362.40	
979917	30305	2/10/2009	579.02		579.02	
979918	30305	2/10/2009	1634.88		1634.88	
979920	30305	2/10/2009	715.26		715.26	
979921	30305	2/10/2009	204.36		204.36	
979922	30305	2/10/2009	85.00		85.00	
979923	30305	2/10/2009	1532.70		1532.70	
979999	30305	2/11/2009	68.12		68.12	
980006	30305	2/11/2009	2230.93		2230.93	
980007	30305	2/11/2009	194.00		194.00	
980008	30305	2/11/2009	885.56		885.56	
980011	30305	2/11/2009	51.09		51.09	
980017	30305	2/11/2009	1038.83		1038.83	
980019	30305	2/11/2009	85.15		85.15	
980024	30305	2/11/2009	238.42		238.42	
980025	30305	2/11/2009	2758.86	51.00	2707.86	10/21/2010
980029	30305	2/11/2009	561.99	94.00	467.99	5/18/2009
981022	30305	2/23/2009	34.06		34.06	
981026	30305	2/23/2009	51.09		51.09	
981027	30305	2/23/2009	374.66		374.66	
981029	30305	2/23/2009	51.09		51.09	
981039	30305	2/23/2009	153.12	85.00	68.12	4/10/2009
981041	30305	2/23/2009	1371.01	1294.06	76.95	1/7/2011
981042	30305	2/23/2009	3355.85		3355.85	
981054	30305	2/25/2009	272.48	272.48	-30.00	3/18/2014
981055	30305	2/25/2009	817.44		817.44	
981056	30305	2/25/2009	800.41		800.41	
981059	30305	2/25/2009	1086.00	633.00	453.00	4/30/2013
981060	30305	2/25/2009	34.06		34.06	
981066	30305	2/25/2009	1539.81	1245.78	294.03	4/29/2014
981070	30305	2/25/2009	34.06		34.06	
981075	30305	2/26/2009	34.06		34.06	
981076	30305	2/26/2009	34.06		34.06	
981077	30305	2/26/2009	5040.88		5040.88	
981079	30305	2/26/2009	136.24		136.24	
981080	30305	2/26/2009	153.27		153.27	
981083	30305	2/26/2009	2697.17	2561.38	135.79	11/9/2016
981084	30305	2/26/2009	834.47		834.47	
981085	30305	2/26/2009	340.60		340.60	
981086	30305	2/26/2009	102.18		102.18	
981087	30305	2/26/2009	1477.45	100.00	1377.45	11/10/2010
981088	30305	2/26/2009	1038.83		1038.83	
981090	30305	2/26/2009	5007.28		5007.28	
981092	30305	2/26/2009	68.12		68.12	
982450	30305	3/19/2009	1192.10		1192.10	
982451	30305	3/19/2009	34.06		34.06	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
982453	30305	3/19/2009	172.00	48.00	124.00	6/25/2009
982454	30305	3/19/2009	68.12		68.12	
982459	30305	3/19/2009	1449.00	892.65	556.35	2/16/2011
982995	30305	3/26/2009	749.32	6.68	742.64	2/18/2010
982996	30305	3/26/2009	2213.90		2213.90	
982997	30305	3/26/2009	162.00	67.24	94.76	6/24/2010
982998	30305	3/26/2009	885.56		885.56	
983001	30305	3/26/2009	1158.04		1158.04	
983002	30305	3/26/2009	272.48		272.48	
983003	30305	3/26/2009	90.00	90.00	-25.00	9/20/2013
983004	30305	3/26/2009	408.72		408.72	
983042	30305	3/27/2009	34.06		34.06	
983043	30305	3/27/2009	613.08		613.08	
983044	30305	3/27/2009	2316.08	1216.69	1099.39	6/12/2013
983046	30305	3/27/2009	681.20	531.98	149.22	10/1/2015
983052	30305	3/27/2009	309.00		309.00	
983805	30305	4/2/2009	686.00		686.00	
983806	30305	4/2/2009	655.00	240.00	415.00	5/27/2010
983808	30305	4/2/2009	2094.69	2007.00	87.69	4/26/2011
983810	30305	4/2/2009	1243.19		1243.19	
983811	30305	4/2/2009	2435.29		2435.29	
983814	30305	4/2/2009	255.45		255.45	
983815	30305	4/2/2009	494.00		494.00	
983816	30305	4/2/2009	1498.64	43.02	1455.62	5/24/2011
983817	30305	4/2/2009	236.00		236.00	
983818	30305	4/2/2009	1008.00	350.00	658.00	5/25/2012
983821	30305	4/2/2009	3099.46	3098.56	0.90	6/24/2011
983823	30305	4/2/2009	1549.73		1549.73	
983824	30305	4/2/2009	506.00	139.06	366.94	5/13/2010
983825	30305	4/2/2009	1430.52	177.81	1252.71	8/10/2010
983826	30305	4/2/2009	1668.94		1668.94	
984126	30305	4/6/2009	732.29	175.13	557.16	9/14/2011
984132	30305	4/6/2009	1974.88		1974.88	
984137	30305	4/7/2009	630.11		630.11	
984140	30305	4/7/2009	119.21	51.09	68.12	4/17/2009
984143	30305	4/7/2009	360.00		360.00	
984159	30305	4/8/2009	2809.95		2809.95	
984160	30305	4/8/2009	68.12		68.12	
984163	30305	4/8/2009	1986.54		1986.54	
984164	30305	4/8/2009	510.90		510.90	
984165	30305	4/8/2009	647.14	50.00	597.14	6/8/2016
984899	30305	4/16/2009	51.09		51.09	
984901	30305	4/16/2009	753.00	245.00	508.00	1/10/2011
984902	30305	4/16/2009	1735.26		1735.26	
984906	30305	4/16/2009	51.09		51.09	
984911	30305	4/16/2009	1260.22		1260.22	
985340	30305	4/20/2009	272.48		272.48	
985341	30305	4/20/2009	120.00		120.00	
985991	30305	4/29/2009	68.12		68.12	
985992	30305	4/29/2009	153.27		153.27	
985993	30305	4/29/2009	1226.16		1226.16	
985999	30305	4/29/2009	714.00	487.00	227.00	3/30/2016
986000	30305	4/29/2009	102.18	102.18		6/22/2016
986982	30305	5/14/2009	1481.61	252.97	1228.64	5/27/2011
986984	30305	5/14/2009	493.87		493.87	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
986985	30305	5/14/2009	238.42		238.42	
986988	30305	5/14/2009	34.06		34.06	
986990	30305	5/14/2009	85.15		85.15	
986994	30305	5/14/2009	306.54		306.54	
986995	30305	5/14/2009	170.30		170.30	
986998	30305	5/14/2009	902.59		902.59	
987001	30305	5/14/2009	1021.80	971.94	49.86	5/19/2014
987002	30305	5/14/2009	182.00		182.00	
987004	30305	5/14/2009	1889.52	650.00	1239.52	12/8/2011
987006	30305	5/14/2009	96.00		96.00	
987007	30305	5/14/2009	440.00		440.00	
987008	30305	5/14/2009	162.00		162.00	
987009	30305	5/14/2009	580.00	580.00		7/29/2016
987010	30305	5/14/2009	357.63		357.63	
987664	30305	5/18/2009	51.09		51.09	
987666	30305	5/18/2009	119.21		119.21	
987667	30305	5/18/2009	1549.73		1549.73	
987668	30305	5/18/2009	817.44		817.44	
987669	30305	5/18/2009	34.06		34.06	
987670	30305	5/18/2009	85.15		85.15	
987671	30305	5/18/2009	119.21		119.21	
987672	30305	5/18/2009	3303.82	3303.82		9/19/2016
987674	30305	5/18/2009	616.00	494.00	122.00	7/13/2010
987900	30305	5/21/2009	75.00	25.00	50.00	9/8/2009
987901	30305	5/21/2009	2712.00	1587.94	1114.92	9/3/2015
987910	30305	5/21/2009	1209.13	232.00	977.13	5/23/2016
987913	30305	5/21/2009	465.00	318.00	147.00	3/30/2016
987914	30305	5/21/2009	510.90		510.90	
987915	30305	5/21/2009	1634.88	527.65	1101.52	1/25/2017
987916	30305	5/21/2009	68.12		68.12	
987919	30305	5/21/2009	34.06		34.06	
987921	30305	5/21/2009	735.00	382.00	353.00	3/30/2016
987929	30305	5/21/2009	68.12		68.12	
987933	30305	5/21/2009	544.96	544.96	-50.00	2/13/2014
987936	30305	5/21/2009	306.54		306.54	
989117	30305	6/4/2009	238.42		238.42	
989118	30305	6/4/2009	732.29		732.29	
989119	30305	6/4/2009	1345.37		1345.37	
989120	30305	6/4/2009	178.00		178.00	
989121	30305	6/4/2009	289.51		289.51	
989122	30305	6/4/2009	198.00		198.00	
989123	30305	6/4/2009	212.00		212.00	
989126	30305	6/4/2009	68.12		68.12	
989127	30305	6/4/2009	579.02		579.02	
989572	30305	6/8/2009	647.14		647.14	
989581	30305	6/8/2009	902.59	898.59	4.00	6/24/2011
989582	30305	6/8/2009	34.06		34.06	
989583	30305	6/8/2009	1284.00	1052.33	231.67	1/7/2011
989585	30305	6/8/2009	85.15		85.15	
989767	30305	6/11/2009	51.09		51.09	
989768	30305	6/11/2009	34.06	28.00	6.06	3/30/2016
990239	30305	6/16/2009	194.00		194.00	
990240	30305	6/16/2009	323.57		323.57	
990241	30305	6/16/2009	6726.85		6726.85	
990310	30305	6/18/2009	527.93		527.93	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
990311	30305	6/18/2009	72.00		72.00	
990312	30305	6/18/2009	1413.49		1413.49	
990313	30305	6/18/2009	272.48	188.00	84.48	3/30/2016
990324	30305	6/18/2009	527.93		527.93	
990327	30305	6/18/2009	3218.67		3218.67	
990921	30305	6/22/2009	34.00		34.00	
990922	30305	6/22/2009	2179.84		2179.84	
990923	30305	6/22/2009	2264.99		2264.99	
990924	30305	6/22/2009	2162.81		2162.81	
990925	30305	6/22/2009	111.00		111.00	
990951	30305	6/23/2009	2673.71		2673.71	
990952	30305	6/23/2009	34.06		34.06	
990953	30305	6/23/2009	1089.92		1089.92	
990954	30305	6/23/2009	1907.36		1907.36	
990955	30305	6/23/2009	56.00	56.00		9/30/2016
990956	30305	6/23/2009	8.00		8.00	
990957	30305	6/23/2009	1226.16		1226.16	
990958	30305	6/23/2009	51.09		51.09	
990959	30305	6/23/2009	374.66		374.66	
990960	30305	6/23/2009	84.00		84.00	
990961	30305	6/23/2009	118.00		118.00	
991446	30305	6/24/2009	68.12		68.12	
991447	30305	6/24/2009	476.84		476.84	
991448	30305	6/24/2009	1549.73		1549.73	
991451	30305	6/24/2009	340.60		340.60	
991452	30305	6/24/2009	51.09		51.09	
991492	30305	6/25/2009	34.06		34.06	
991493	30305	6/25/2009	2854.39		2854.39	
991495	30305	6/25/2009	3388.97	53.26	3335.71	4/10/2012
991498	30305	6/25/2009	340.60		340.60	
991500	30305	6/25/2009	34.06		34.06	
991501	30305	6/25/2009	596.05		596.05	
991503	30305	6/25/2009	1617.85		1617.85	
991536	30305	6/25/2009	94.06		94.06	
992101	30305	7/7/2009	136.24		136.24	
992111	30305	7/7/2009	2844.01		2844.01	
992361	30305	7/9/2009	51.09		51.09	
992364	30305	7/9/2009	85.15		85.15	
992366	30305	7/9/2009	136.24		136.24	
992369	30305	7/9/2009	85.15		85.15	
992373	30305	7/9/2009	306.54		306.54	
992376	30305	7/9/2009	439.51	34.06	405.45	7/17/2009
992378	30305	7/9/2009	85.15		85.15	
992382	30305	7/9/2009	255.45		255.45	
992384	30305	7/9/2009	34.06		34.06	
992387	30305	7/9/2009	102.18		102.18	
992823	30305	7/13/2009	143.00		143.00	
992824	30305	7/13/2009	919.62	0.16	919.46	2/27/2012
992825	30305	7/13/2009	213.00		213.00	
992826	30305	7/13/2009	851.50		851.50	
992827	30305	7/13/2009	1141.01		1141.01	
992828	30305	7/13/2009	123.00		123.00	
992829	30305	7/13/2009	647.14		647.14	
992830	30305	7/13/2009	527.93		527.93	
992831	30305	7/13/2009	600.00	175.00	425.00	5/4/2011

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
992833	30305	7/13/2009	374.66		374.66	
992834	30305	7/13/2009	2077.66		2077.66	
992835	30305	7/13/2009	66.00		66.00	
992837	30305	7/13/2009	953.68		953.68	
992838	30305	7/13/2009	244.00	0.03	243.97	9/17/2010
993239	30305	7/16/2009				
993261	30305	7/20/2009	1396.46		1396.46	
993262	30305	7/20/2009	104.00		104.00	
993263	30305	7/20/2009	340.60		340.60	
993266	30305	7/20/2009	34.06		34.06	
993267	30305	7/20/2009	1294.28		1294.28	
993269	30305	7/20/2009	85.15	42.50	42.65	11/12/2009
993276	30305	7/20/2009	136.24		136.24	
993285	30305	7/20/2009	4700.28	950.00	3750.28	10/17/2016
993292	30305	7/20/2009	24.00		24.00	
993293	30305	7/20/2009	3576.30	783.55	2792.75	10/5/2011
993366	30305	7/21/2009	279.00	129.00	150.00	3/4/2011
993367	30305	7/21/2009	744.00	68.00	676.00	9/3/2009
993370	30305	7/21/2009	102.18	14.67	87.51	7/2/2013
993372	30305	7/21/2009	3241.91	1220.81	2021.10	5/23/2016
993374	30305	7/21/2009	306.54		306.54	
993377	30305	7/21/2009	34.06		34.06	
993379	30305	7/21/2009	459.81		459.81	
993380	30305	7/21/2009	1123.98		1123.98	
993536	30305	7/23/2009	1839.24		1839.24	
993537	30305	7/23/2009	68.12	0.42	67.70	6/28/2011
993538	30305	7/23/2009	2774.56	600.00	2174.56	10/5/2009
993539	30305	7/23/2009	102.18	74.42	27.76	12/7/2011
993540	30305	7/23/2009	620.30	348.00	272.30	3/30/2016
993542	30305	7/23/2009	68.12		68.12	
993543	30305	7/23/2009	340.60		340.60	
993544	30305	7/23/2009	732.29	381.00	351.29	4/30/2014
993587	30305	7/23/2009	3890.81	1106.80	2784.01	10/23/2015
994253	30305	7/30/2009	40.00		40.00	
994254	30305	7/30/2009	681.20		681.20	
994257	30305	7/30/2009	34.06		34.06	
994262	30305	7/30/2009	22.00		22.00	
994264	30305	7/30/2009	970.71		970.71	
994265	30305	7/30/2009	613.08		613.08	
994782	30305	8/6/2009				5/28/2010
994784	30305	8/6/2009	3031.34		3031.34	
994789	30305	8/6/2009	970.71		970.71	
994792	30305	8/6/2009	72.00		72.00	
994793	30305	8/6/2009	102.18		102.18	
995250	30305	8/12/2009	51.09		51.09	
995251	30305	8/12/2009	3082.43		3082.43	
995252	30305	8/12/2009	126.00	3.00	123.00	9/11/2009
995253	30305	8/12/2009	1927.44	221.39	1706.05	9/3/2009
995254	30305	8/12/2009	85.15		85.15	
995255	30305	8/12/2009	1617.85	1613.07	4.78	4/30/2013
995257	30305	8/12/2009	493.87		493.87	
996363	30305	8/19/2009	255.45		255.45	
996364	30305	8/19/2009	68.12		68.12	
996368	30305	8/19/2009	1038.83		1038.83	
996372	30305	8/19/2009	374.66		374.66	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
996375	30305	8/19/2009	613.08		613.08	
996379	30305	8/19/2009	34.06		34.06	
996380	30305	8/19/2009	323.57		323.57	
996381	30305	8/19/2009	817.44		817.44	
996382	30305	8/19/2009	85.15		85.15	
996383	30305	8/19/2009	459.81		459.81	
996384	30305	8/19/2009	1038.83		1038.83	
996932	30305	9/3/2009	34.06		34.06	
996936	30305	9/3/2009	936.65		936.65	
996937	30305	9/3/2009	885.56		885.56	
996938	30305	9/3/2009	732.29		732.29	
996940	30305	9/3/2009	391.69		391.69	
996942	30305	9/3/2009	455.00		455.00	
997721	30305	9/8/2009	408.72	207.93	200.79	12/15/2010
997726	30305	9/8/2009	698.23		698.23	
997727	30305	9/8/2009	34.06	2.44	31.62	5/13/2010
997728	30305	9/8/2009	749.32	106.50	642.82	12/7/2011
997817	30305	9/10/2009	68.12		68.12	
997821	30305	9/10/2009	544.96		544.96	
997823	30305	9/10/2009	4986.19		4986.19	
998511	30305	9/16/2009	272.48		272.48	
998512	30305	9/16/2009	468.72		468.72	
998517	30305	9/16/2009	953.68		953.68	
998519	30305	9/16/2009	34.06		34.06	
998527	30305	9/16/2009	238.42		238.42	
998539	30305	9/16/2009	588.00		588.00	
990920	30305	9/18/2009	408.72	19.63	389.09	5/7/2012
1000876	30305	10/15/2009	732.29		732.29	
1001348	30305	10/20/2009	1226.16		1226.16	
1001349	30305	10/20/2009	885.56	28.54	857.02	5/7/2012
1001350	30305	10/20/2009	698.23		698.23	
1001351	30305	10/20/2009	1089.92		1089.92	
1001353	30305	10/20/2009	85.15		85.15	
1001354	30305	10/20/2009	493.87		493.87	
1001356	30305	10/20/2009	408.72		408.72	
1001357	30305	10/20/2009	902.59		902.59	
1001359	30305	10/20/2009	1209.13		1209.13	
1001361	30305	10/20/2009	2316.08	608.16	1707.92	8/31/2012
1001364	30305	10/20/2009	715.26	475.00	240.26	5/11/2010
1001366	30305	10/20/2009	153.27	57.27	95.46	1/25/2017
1001367	30305	10/20/2009	6301.10		6301.10	
1001368	30305	10/20/2009	1608.00	926.04	681.96	3/19/2013
1001415	30305	10/20/2009	1668.94		1668.94	
1001416	30305	10/20/2009	102.18		102.18	
1001418	30305	10/20/2009	527.93		527.93	
1001419	30305	10/20/2009	544.96	278.48	266.48	5/17/2011
1001420	30305	10/20/2009	2026.57		2026.57	
1001564	30305	10/22/2009	187.25	102.10	85.15	11/30/2009
1001567	30305	10/22/2009	187.33		187.33	
1001568	30305	10/22/2009	34.06		34.06	
1001572	30305	10/22/2009	34.06		34.06	
1001574	30305	10/22/2009	902.59		902.59	
1001575	30305	10/22/2009	2826.98	2826.98		10/26/2016
1003132	30305	11/4/2009	51.09		51.09	
1003135	30305	11/4/2009	48.00		48.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1003136	30305	11/4/2009	34.06		34.06	
1003138	30305	11/4/2009	85.15		85.15	
1003140	30305	11/4/2009	1941.42		1941.42	
1003143	30305	11/4/2009	34.06		34.06	
1003145	30305	11/4/2009	238.42		238.42	
1003176	30305	11/5/2009	51.09		51.09	
1003178	30305	11/5/2009	4257.50		4257.50	
1003180	30305	11/5/2009	408.72		408.72	
1003181	30305	11/5/2009	68.12		68.12	
1003182	30305	11/5/2009	51.09		51.09	
1004325	30305	11/16/2009				3/25/2011
1004336	30305	11/16/2009	902.59	902.59		6/21/2016
1004338	30305	11/16/2009	85.15		85.15	
1004339	30305	11/16/2009	1379.43		1379.43	
1004450	30305	11/18/2009	374.66		374.66	
1004457	30305	11/18/2009	2009.54		2009.54	
1004459	30305	11/18/2009	102.18	58.91	43.27	6/15/2016
1004460	30305	11/18/2009	544.96		544.96	
1004461	30305	11/18/2009	885.56		885.56	
1004462	30305	11/18/2009	5398.51		5398.51	
1004464	30305	11/18/2009	442.78		442.78	
1004465	30305	11/18/2009	269.21		269.21	
1004466	30305	11/18/2009	1192.10		1192.10	
1004467	30305	11/18/2009	1123.98	147.45	976.53	9/14/2011
1005324	30305	11/30/2009	6897.15		6897.15	
1005325	30305	11/30/2009	1243.19	53.00	1190.19	5/17/2013
1005326	30305	11/30/2009	62.00		62.00	
1005329	30305	11/30/2009	664.17		664.17	
1005502	30305	12/2/2009	51.09		51.09	
1005508	30305	12/2/2009	1822.21	174.44	1647.77	7/28/2016
1005509	30305	12/2/2009	85.15		85.15	
1005510	30305	12/2/2009	51.00		51.00	
1005512	30305	12/2/2009	34.06		34.06	
1005514	30305	12/2/2009	732.29	10.90	721.39	9/17/2010
1005516	30305	12/2/2009	51.09	25.00	26.09	2/8/2010
1005517	30305	12/2/2009	340.60		340.60	
1005519	30305	12/2/2009	68.12		68.12	
1006176	30305	12/3/2009	34.06		34.06	
1006177	30305	12/3/2009	34.06		34.06	
1006179	30305	12/3/2009	783.38		783.38	
1006180	30305	12/3/2009	5102.59	134.67	4967.92	5/12/2016
1006182	30305	12/3/2009	3474.12	7.50	3466.62	12/8/2010
1006183	30305	12/3/2009	357.63		357.63	
1006184	30305	12/3/2009	177.00	121.97	55.03	4/30/2013
1006186	30305	12/3/2009	51.09		51.09	
1006187	30305	12/3/2009	68.12		68.12	
1006199	30305	12/3/2009	510.90		510.90	
1006200	30305	12/3/2009	3252.73		3252.73	
1008207	30305	12/22/2009	1072.89	0.19	1072.70	2/27/2012
1008209	30305	12/22/2009	28.00		28.00	
1008210	30305	12/22/2009	2282.02		2282.02	
1008211	30305	12/22/2009	102.00		102.00	
1008212	30305	12/22/2009	749.32		749.32	
1008213	30305	12/22/2009	3218.67		3218.67	
1008215	30305	12/22/2009	442.78		442.78	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1008216	30305	12/22/2009	1549.73	880.09	669.64	5/12/2016
1008217	30305	12/22/2009	613.08		613.08	
1008242	30305	12/23/2009	676.00	385.00	291.00	5/12/2016
1008243	30305	12/23/2009	221.39		221.39	
1008244	30305	12/23/2009	1089.92	126.51	963.41	5/23/2016
1008245	30305	12/23/2009	34.06		34.06	
1008247	30305	12/23/2009	2007.00	2007.00		12/2/2013
1008248	30305	12/23/2009	156.00		156.00	
1008249	30305	12/23/2009	1106.95	6.90	1100.05	6/28/2011
1008250	30305	12/23/2009	419.48		419.48	
1008251	30305	12/23/2009	1123.98		1123.98	
1008252	30305	12/23/2009	613.08	13.93	599.15	2/27/2012
1008307	30305	12/28/2009	68.12		68.12	
1008310	30305	12/28/2009	902.59	401.03	501.56	8/6/2014
1008315	30305	12/28/2009	68.12		68.12	
1008316	30305	12/28/2009	740.30		740.30	
1008317	30305	12/28/2009	1055.86		1055.86	
1008318	30305	12/28/2009	252.00	168.00	84.00	4/17/2015
1008319	30305	12/28/2009	34.06		34.06	
1008321	30305	12/28/2009	85.15	34.06	51.09	1/20/2010
1008322	30305	12/28/2009	425.75		425.75	
1008325	30305	12/28/2009	68.12		68.12	
1008327	30305	12/28/2009	1421.00	982.04	438.96	12/8/2016
1008381	30305	12/30/2009	442.78	380.00	62.78	12/30/2015
1008383	30305	12/30/2009	175.15		175.15	
1008384	30305	12/30/2009	221.39		221.39	
1008385	30305	12/30/2009	817.44		817.44	
1008388	30305	12/30/2009	68.12	4.31	63.81	5/23/2013
1012349	30305	2/5/2010	2043.60	681.98	1354.48	1/25/2017
1012350	30305	2/5/2010	3695.51	1115.15	2580.36	5/7/2012
1012351	30305	2/5/2010	2861.04		2861.04	
1012352	30305	2/5/2010	579.02	483.07	95.95	8/31/2012
1012353	30305	2/5/2010	2861.04		2861.04	
1012354	30305	2/5/2010	1930.60		1930.60	
1012355	30305	2/5/2010	2861.04	698.93	2162.11	3/21/2014
1012356	30305	2/5/2010	4478.89	4478.89		4/14/2014
1012357	30305	2/5/2010	2111.72		2111.72	
1012358	30305	2/5/2010	2120.63		2120.63	
1012381	30305	2/5/2010	1788.15		1788.15	
1012382	30305	2/5/2010	2469.35		2469.35	
1012384	30305	2/5/2010	3440.06		3440.06	
1012385	30305	2/5/2010	1310.00	975.86	334.14	6/1/2015
1012386	30305	2/5/2010	1788.15	939.33	848.82	6/12/2013
1012457	30305	2/5/2010	1481.61		1481.61	
1012458	30305	2/5/2010	544.96		544.96	
1012770	30305	2/5/2010	810.00	778.61	31.39	7/29/2016
1012876	30305	2/9/2010	476.84		476.84	
1012888	30305	2/9/2010	374.66	25.88	348.78	5/16/2012
1012889	30305	2/9/2010	323.57		323.57	
1012890	30305	2/9/2010	289.51		289.51	
1012891	30305	2/9/2010	68.12		68.12	
1012892	30305	2/9/2010	2060.63	481.93	1578.70	7/5/2016
1012893	30305	2/9/2010	1021.80		1021.80	
1012895	30305	2/9/2010	34.06		34.06	
1012896	30305	2/9/2010	1481.61		1481.61	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1012897	30305	2/9/2010	1958.45	12.20	1946.25	6/28/2011
1012903	30305	2/9/2010	800.41		800.41	
1012907	30305	2/9/2010	374.66		374.66	
1012910	30305	2/9/2010	442.78		442.78	
1013688	30305	2/17/2010	1651.91		1651.91	
1013690	30305	2/17/2010	10.00		10.00	
1013691	30305	2/17/2010	1958.45		1958.45	
1013692	30305	2/17/2010	936.65		936.65	
1013731	30305	2/17/2010	1907.36		1907.36	
1013734	30305	2/17/2010	2690.74	956.58	1734.16	3/28/2012
1013736	30305	2/17/2010	5143.06	137.79	5005.27	7/14/2014
1013739	30305	2/17/2010	1004.77		1004.77	
1013742	30305	2/17/2010	687.00		687.00	
1014089	30305	2/19/2010	2861.04	1627.69	1233.35	10/22/2012
1014091	30305	2/19/2010	1141.01	34.06	1106.95	3/4/2010
1014092	30305	2/19/2010	783.38		783.38	
1014094	30305	2/19/2010	3610.36		3610.36	
1014095	30305	2/19/2010	1856.27		1856.27	
1014096	30305	2/19/2010	670.00		670.00	
1014097	30305	2/19/2010	2758.86		2758.86	
1014111	30305	2/22/2010	2809.95		2809.95	
1014112	30305	2/22/2010	51.09		51.09	
1014115	30305	2/22/2010	1144.06		1144.06	
1014122	30305	2/22/2010	102.18		102.18	
1014124	30305	2/22/2010	5074.94		5074.94	
1014214	30305	2/23/2010	2026.57		2026.57	
1014215	30305	2/23/2010	967.71		967.71	
1014218	30305	2/23/2010	2758.86	23.25	2735.61	9/17/2010
1014219	30305	2/23/2010	142.00	20.00	122.00	4/7/2010
1014221	30305	2/23/2010	3451.23		3451.23	
1014222	30305	2/23/2010	1600.82		1600.82	
1014299	30305	2/25/2010	1958.45		1958.45	
1014300	30305	2/25/2010	594.00	50.00	544.00	6/11/2010
1014302	30305	2/25/2010	201.00		201.00	
1014305	30305	2/25/2010	2112.00	590.58	1521.42	3/13/2012
1014306	30305	2/25/2010	2690.74		2690.74	
1014307	30305	2/25/2010	3729.57		3729.57	
1014308	30305	2/25/2010	1192.10		1192.10	
1014310	30305	2/25/2010	3865.81	3865.81	-103.00	5/12/2016
1014311	30305	2/25/2010	1175.07		1175.07	
1014312	30305	2/25/2010	2929.16		2929.16	
1014313	30305	2/25/2010	1016.00		1016.00	
1014315	30305	2/25/2010	1549.73		1549.73	
1015853	30305	3/10/2010	1413.49		1413.49	
1015855	30305	3/10/2010	153.27		153.27	
1015857	30305	3/10/2010	425.75	40.00	385.75	2/17/2015
1015858	30305	3/10/2010	255.45		255.45	
1015859	30305	3/10/2010	1617.85		1617.85	
1015865	30305	3/10/2010	102.18		102.18	
1015866	30305	3/10/2010	38.00		38.00	
1015873	30305	3/10/2010	4036.11		4036.11	
1016474	30305	3/15/2010	34.06		34.06	
1016476	30305	3/15/2010	68.12	18.18	49.94	12/8/2016
1016592	30305	3/16/2010	255.45		255.45	
1016593	30305	3/16/2010	51.09		51.09	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1016595	30305	3/16/2010	68.12	50.00	18.12	1/10/2012
1016597	30305	3/16/2010	1300.71		1300.71	
1016598	30305	3/16/2010	1088.12		1088.12	
1016600	30305	3/16/2010	34.06		34.06	
1016602	30305	3/16/2010	34.06		34.06	
1016603	30305	3/16/2010	68.12		68.12	
1016605	30305	3/16/2010	102.18		102.18	
1016609	30305	3/16/2010	34.06		34.06	
1016613	30305	3/16/2010	170.30		170.30	
1016616	30305	3/16/2010	391.69		391.69	
1016620	30305	3/16/2010	323.57		323.57	
1016624	30305	3/16/2010	34.06		34.06	
1016642	30305	3/16/2010	34.06		34.06	
1016644	30305	3/16/2010	57.00		57.00	
1016648	30305	3/16/2010	34.06		34.06	
1016650	30305	3/16/2010	51.09		51.09	
1016752	30305	3/18/2010	76.00		76.00	
1016754	30305	3/18/2010	4291.56		4291.56	
1016755	30305	3/18/2010	912.18		912.18	
1016757	30305	3/18/2010	306.54		306.54	
1016759	30305	3/18/2010	152.00	148.34	3.66	4/28/2011
1016760	30305	3/18/2010	2690.74		2690.74	
1016761	30305	3/18/2010	3184.61		3184.61	
1016763	30305	3/18/2010	3520.14		3520.14	
1016764	30305	3/18/2010	896.00		896.00	
1016765	30305	3/18/2010	1597.55		1597.55	
1016766	30305	3/18/2010	38.00		38.00	
1016768	30305	3/18/2010	442.78		442.78	
1017660	30305	3/25/2010	187.33		187.33	
1017662	30305	3/25/2010	2333.11		2333.11	
1017664	30305	3/25/2010	323.57	319.57	4.00	12/16/2010
1017666	30305	3/25/2010	732.29		732.29	
1017669	30305	3/25/2010	476.84		476.84	
1017670	30305	3/25/2010	34.06		34.06	
1017672	30305	3/25/2010	1464.36		1464.36	
1017673	30305	3/25/2010	136.24		136.24	
1017676	30305	3/25/2010	374.66		374.66	
1017679	30305	3/25/2010	749.32	11.86	737.46	5/13/2014
1017680	30305	3/25/2010	1209.13		1209.13	
1018037	30305	3/26/2010	442.78		442.78	
1018038	30305	3/26/2010	1466.05	179.43	1286.62	1/6/2012
1018043	30305	3/26/2010	289.51		289.51	
1018045	30305	3/26/2010	2809.95	100.00	2709.95	9/17/2010
1018063	30305	3/26/2010	2247.96	235.59	2012.37	12/12/2012
1018067	30305	3/26/2010	34.06		34.06	
1018069	30305	3/26/2010	2162.81		2162.81	
1018070	30305	3/26/2010	2520.44		2520.44	
1018072	30305	3/26/2010	2980.03		2980.03	
1018073	30305	3/26/2010	34.06		34.06	
1018079	30305	3/26/2010	96.00		96.00	
1018083	30305	3/26/2010	783.38		783.38	
1018084	30305	3/26/2010	34.06		34.06	
1018085	30305	3/26/2010	1192.10	567.00	625.10	3/19/2015
1018099	30305	3/29/2010	170.30		170.30	
1018101	30305	3/29/2010	34.06		34.06	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1018104	30305	3/29/2010	221.39		221.39	
1018108	30305	3/29/2010	459.81		459.81	
1018110	30305	3/29/2010	85.15		85.15	
1018113	30305	3/29/2010	204.36		204.36	
1018114	30305	3/29/2010	205.15	85.15	120.00	4/28/2010
1018116	30305	3/29/2010	68.12		68.12	
1018119	30305	3/29/2010	51.09		51.09	
1018120	30305	3/29/2010	2.00		2.00	
1018122	30305	3/29/2010	1490.52		1490.52	
1018123	30305	3/29/2010	85.15		85.15	
1018124	30305	3/29/2010	238.42		238.42	
1018132	30305	3/29/2010	527.93		527.93	
1018134	30305	3/29/2010	34.06		34.06	
1018136	30305	3/29/2010	817.44		817.44	
1018140	30305	3/29/2010	182.00	159.23	22.77	11/2/2016
1018144	30305	3/29/2010	425.75		425.75	
1018150	30305	3/29/2010	51.09		51.09	
1018152	30305	3/29/2010	85.15		85.15	
1018196	30305	3/30/2010	153.27		153.27	
1018199	30305	3/30/2010	357.63		357.63	
1018201	30305	3/30/2010	1805.18	499.91	1305.27	5/19/2014
1018205	30305	3/30/2010	238.42		238.42	
1018215	30305	3/30/2010	2929.16		2929.16	
1018217	30305	3/30/2010	68.12		68.12	
1018219	30305	3/30/2010	30.00		30.00	
1018222	30305	3/30/2010	1175.07	1061.70	113.37	12/8/2016
1018232	30305	3/30/2010	1396.46	1279.38	117.08	4/16/2013
1018235	30305	3/30/2010	140.12	118.12	22.00	9/29/2011
1018238	30305	3/30/2010	919.62		919.62	
1018239	30305	3/30/2010	748.00	359.26	388.74	6/27/2012
1018242	30305	3/30/2010	340.60	286.88	53.72	9/29/2016
1018509	30305	4/2/2010	12.00		12.00	
1018510	30305	4/2/2010	136.24		136.24	
1018513	30305	4/2/2010	1182.18		1182.18	
1018514	30305	4/2/2010	170.30		170.30	
1018515	30305	4/2/2010	34.06		34.06	
1018517	30305	4/2/2010	312.00	232.13	79.87	1/22/2014
1018518	30305	4/2/2010	102.18		102.18	
1018519	30305	4/2/2010	221.39		221.39	
1018520	30305	4/2/2010	306.54		306.54	
1018523	30305	4/2/2010	2878.07	2752.00	126.07	10/19/2016
1018524	30305	4/2/2010	34.06		34.06	
1018526	30305	4/2/2010	68.12		68.12	
1018528	30305	4/2/2010	51.09		51.09	
1019117	30305	4/8/2010	698.23		698.23	
1019120	30305	4/8/2010	510.90		510.90	
1019130	30305	4/8/2010	527.93		527.93	
1019134	30305	4/8/2010	425.75		425.75	
1019137	30305	4/8/2010	2418.26		2418.26	
1019139	30305	4/8/2010	306.54		306.54	
1019170	30305	4/9/2010	51.09		51.09	
1019171	30305	4/9/2010	34.00		34.00	
1019172	30305	4/9/2010	987.74		987.74	
1019174	30305	4/9/2010	493.87	449.11	44.76	5/26/2011
1019176	30305	4/9/2010	34.06		34.06	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1019177	30305	4/9/2010	1008.00	107.20	900.80	8/23/2011
1019178	30305	4/9/2010	119.21		119.21	
1019181	30305	4/9/2010	34.06		34.06	
1019188	30305	4/9/2010	68.12		68.12	
1019190	30305	4/9/2010	610.00	50.00	560.00	10/4/2010
1019195	30305	4/9/2010	380.30		380.30	
1019198	30305	4/9/2010	132.00		132.00	
1020836	30305	4/29/2010	3031.34	61.81	2969.53	12/7/2011
1020837	30305	4/29/2010	1060.00	396.48	663.52	11/14/2013
1020839	30305	4/29/2010	1907.36		1907.36	
1020841	30305	4/29/2010	3416.38		3416.38	
1020843	30305	4/29/2010	2009.54	45.67	1963.87	2/27/2012
1020844	30305	4/29/2010	3576.30		3576.30	
1020846	30305	4/29/2010	4444.83		4444.83	
1020847	30305	4/29/2010	3099.46		3099.46	
1020848	30305	4/29/2010	2026.57		2026.57	
1021195	30305	5/3/2010	1464.58		1464.58	
1021197	30305	5/3/2010	119.21		119.21	
1021199	30305	5/3/2010	34.06		34.06	
1021201	30305	5/3/2010	68.12		68.12	
1021265	30305	5/3/2010	136.24	136.24		12/15/2016
1021266	30305	5/3/2010	136.24		136.24	
1021269	30305	5/3/2010	68.12		68.12	
1021272	30305	5/3/2010	76.00		76.00	
1021274	30305	5/3/2010	68.12		68.12	
1021275	30305	5/3/2010	34.06		34.06	
1021276	30305	5/3/2010	647.14		647.14	
1021279	30305	5/3/2010	26.00		26.00	
1021283	30305	5/3/2010	40.00		40.00	
1021286	30305	5/3/2010	68.12		68.12	
1021289	30305	5/3/2010	68.12	68.12		5/2/2016
1021290	30305	5/3/2010	913.08		913.08	
1021750	30305	5/5/2010	3440.06		3440.06	
1021753	30305	5/5/2010	34.06		34.06	
1021754	30305	5/5/2010	34.06		34.06	
1021757	30305	5/5/2010	442.78		442.78	
1021762	30305	5/5/2010	85.15		85.15	
1022173	30305	5/7/2010	218.12		218.12	
1022176	30305	5/7/2010	57.00		57.00	
1022179	30305	5/7/2010	493.87		493.87	
1022180	30305	5/7/2010	882.29	837.87	44.42	11/9/2016
1022284	30305	5/14/2010	34.06		34.06	
1022286	30305	5/14/2010	714.00	714.00		6/10/2016
1022287	30305	5/14/2010	55.00		55.00	
1022292	30305	5/14/2010	136.24		136.24	
1022302	30305	5/14/2010	85.15		85.15	
1022574	30305	5/14/2010	34.06		34.06	
1022575	30305	5/14/2010	34.06		34.06	
1022578	30305	5/14/2010	51.09		51.09	
1022581	30305	5/14/2010	480.00		480.00	
1022583	30305	5/14/2010	204.36		204.36	
1022585	30305	5/14/2010	664.17	40.09	624.08	9/27/2011
1022586	30305	5/14/2010	187.33		187.33	
1022587	30305	5/14/2010	154.06		154.06	
1022591	30305	5/14/2010	255.45		255.45	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1022592	30305	5/14/2010	258.00	250.00	8.00	3/18/2011
1022648	30305	5/14/2010	85.15		85.15	
1022684	30305	5/19/2010	60.00		60.00	
1022686	30305	5/19/2010	510.00	8.00	502.00	5/23/2016
1022689	30305	5/19/2010	150.00		150.00	
1022691	30305	5/19/2010	630.00	334.00	296.00	2/15/2012
1022692	30305	5/19/2010	476.84		476.84	
1022693	30305	5/19/2010	68.12		68.12	
1022694	30305	5/19/2010	1020.00		1020.00	
1022697	30305	5/19/2010	85.15		85.15	
1022701	30305	5/19/2010	2835.56	2835.56		12/8/2016
1022703	30305	5/19/2010	187.33		187.33	
1022708	30305	5/19/2010	68.12		68.12	
1023062	30305	5/21/2010	60.00		60.00	
1023063	30305	5/21/2010	60.00		60.00	
1023067	30305	5/21/2010	60.00		60.00	
1023071	30305	5/21/2010	960.00		960.00	
1023088	30305	5/24/2010	60.00		60.00	
1023090	30305	5/24/2010	120.00		120.00	
1023092	30305	5/24/2010	38.00		38.00	
1023094	30305	5/24/2010	90.00		90.00	
1023096	30305	5/24/2010	60.00		60.00	
1023098	30305	5/24/2010	120.00		120.00	
1023101	30305	5/24/2010	58.00		58.00	
1023104	30305	5/24/2010	510.00		510.00	
1023105	30305	5/24/2010	210.00	182.07	27.93	12/31/2013
1023106	30305	5/24/2010	60.00		60.00	
1023107	30305	5/24/2010	1350.00		1350.00	
1023108	30305	5/24/2010	60.00		60.00	
1023109	30305	5/24/2010	210.00		210.00	
1023112	30305	5/24/2010	90.00		90.00	
1023113	30305	5/24/2010	150.00		150.00	
1023114	30305	5/24/2010	1129.51		1129.51	
1023115	30305	5/24/2010	60.00		60.00	
1023116	30305	5/24/2010	150.00		150.00	
1023118	30305	5/24/2010	81.00		81.00	
1023123	30305	5/24/2010	180.00		180.00	
1023125	30305	5/24/2010	60.00	0.43	59.57	4/11/2013
1023126	30305	5/24/2010	60.00		60.00	
1023129	30305	5/24/2010	60.00		60.00	
1023133	30305	5/24/2010	240.00		240.00	
1023524	30305	5/27/2010	480.00		480.00	
1023527	30305	5/27/2010	34.06		34.06	
1023528	30305	5/27/2010	90.00		90.00	
1023539	30305	5/27/2010	4.00		4.00	
1023545	30305	5/27/2010	1470.00		1470.00	
1023547	30305	5/27/2010	300.00		300.00	
1023549	30305	5/27/2010	120.00		120.00	
1023551	30305	5/27/2010	417.63		417.63	
1023556	30305	5/27/2010	390.00		390.00	
1023557	30305	5/27/2010	45.00		45.00	
1023560	30305	5/27/2010	76.00		76.00	
1023562	30305	5/27/2010	540.00		540.00	
1023563	30305	5/27/2010	240.00	10.69	229.31	10/14/2016
1023565	30305	5/27/2010	480.00	77.04	402.96	4/28/2011

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1023566	30305	5/27/2010	30.00		30.00	
1023567	30305	5/27/2010	2130.00	1118.89	1011.11	6/12/2013
1023569	30305	5/27/2010	90.00	49.09	40.91	6/27/2011
1023591	30305	5/28/2010	1080.00		1080.00	
1023596	30305	5/28/2010	150.00		150.00	
1023601	30305	6/1/2010	60.00		60.00	
1023602	30305	6/1/2010	750.00		750.00	
1023606	30305	6/1/2010	51.00	46.00	5.00	8/8/2012
1023608	30305	6/1/2010	60.00	17.08	42.71	1/25/2017
1023609	30305	6/1/2010	120.00		120.00	
1023610	30305	6/1/2010	630.00		630.00	
1023617	30305	6/1/2010	930.00		930.00	
1023626	30305	6/1/2010	150.00		150.00	
1023627	30305	6/1/2010	188.00	2.19	185.81	4/2/2013
1023648	30305	6/1/2010	4234.06	115.19	4118.87	2/18/2016
1023652	30305	6/1/2010	510.00		510.00	
1023656	30305	6/1/2010	5341.12	5336.24	4.88	3/21/2014
1023657	30305	6/1/2010	60.00		60.00	
1023660	30305	6/1/2010	21.00		21.00	
1024160	30305	6/3/2010	180.00		180.00	
1024165	30305	6/3/2010	600.00		600.00	
1024166	30305	6/3/2010	6387.96		6387.96	
1024169	30305	6/3/2010	330.00		330.00	
1024172	30305	6/3/2010	60.00		60.00	
1024174	30305	6/3/2010	596.05		596.05	
1024175	30305	6/3/2010	240.00		240.00	
1024177	30305	6/3/2010	60.00		60.00	
1024218	30305	6/4/2010	1380.00		1380.00	
1024489	30305	6/7/2010	60.00		60.00	
1024492	30305	6/7/2010	60.00		60.00	
1024493	30305	6/7/2010	1830.00		1830.00	
1024494	30305	6/7/2010	60.00		60.00	
1024496	30305	6/7/2010	1380.00		1380.00	
1024498	30305	6/7/2010	1020.00		1020.00	
1024499	30305	6/7/2010	150.00		150.00	
1024500	30305	6/7/2010	1080.00		1080.00	
1024504	30305	6/7/2010	300.00		300.00	
1024505	30305	6/7/2010	180.00	48.90	130.47	1/25/2017
1024506	30305	6/7/2010	60.00		60.00	
1029132	30305	7/24/2010	24.00		24.00	
1029141	30305	7/24/2010	5160.00		5160.00	
1029142	30305	7/24/2010	25.00		25.00	
1029145	30305	7/24/2010	90.00		90.00	
1029155	30305	7/24/2010	60.00		60.00	
1029158	30305	7/24/2010	90.00		90.00	
1029159	30305	7/24/2010	150.00		150.00	
1029161	30305	7/24/2010	120.00		120.00	
1029180	30305	7/24/2010	270.00		270.00	
1029186	30305	7/24/2010	394.00	200.00	194.00	6/20/2011
1029194	30305	7/24/2010	1920.00		1920.00	
1029202	30305	7/24/2010	60.00		60.00	
1029203	30305	7/24/2010	2070.00		2070.00	
1029207	30305	7/24/2010	158.00		158.00	
1029214	30305	7/24/2010	1350.00		1350.00	
1029249	30305	7/24/2010	60.00		60.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1029270	30305	7/24/2010	1890.00		1890.00	
1029374	30305	7/27/2010	150.00		150.00	
1029386	30305	7/27/2010	6.00		6.00	
1029813	30305	7/29/2010	51.09		51.09	
1029821	30305	7/29/2010	1350.00		1350.00	
1029827	30305	7/29/2010	990.00		990.00	
1030933	30305	8/7/2010	120.00		120.00	
1030942	30305	8/7/2010	60.00		60.00	
1030943	30305	8/7/2010	8.00		8.00	
1030949	30305	8/7/2010	30.00		30.00	
1030954	30305	8/7/2010	690.00		690.00	
1030958	30305	8/7/2010	90.00		90.00	
1030959	30305	8/7/2010	600.00		600.00	
1030960	30305	8/7/2010	60.00	22.00	38.00	3/21/2014
1030967	30305	8/7/2010	330.00		330.00	
1030978	30305	8/7/2010	352.00		352.00	
1030980	30305	8/7/2010	30.00		30.00	
1030981	30305	8/7/2010	60.00		60.00	
1030987	30305	8/7/2010	90.00		90.00	
1030989	30305	8/7/2010	17.00		17.00	
1030995	30305	8/7/2010	120.00		120.00	
1030998	30305	8/7/2010	1547.00	1480.00	67.00	10/5/2016
1031004	30305	8/7/2010	274.08		274.08	
1031006	30305	8/7/2010	900.00		900.00	
1031017	30305	8/7/2010	360.00	111.00	249.00	4/17/2015
1031026	30305	8/7/2010	180.00		180.00	
1031027	30305	8/7/2010	570.00	26.00	544.00	4/7/2011
1031029	30305	8/7/2010	4.00		4.00	
1031034	30305	8/7/2010	118.00		118.00	
1031036	30305	8/7/2010	296.00	3.44	292.56	4/2/2013
1031040	30305	8/7/2010	120.00	1.90	118.10	5/13/2014
1031042	30305	8/7/2010	120.00	1.47	118.53	5/23/2013
1031047	30305	8/7/2010	22.00		22.00	
1031049	30305	8/7/2010	60.00		60.00	
1031057	30305	8/7/2010	1560.00	800.00	760.00	6/15/2011
1031070	30305	8/7/2010	150.00		150.00	
1031074	30305	8/7/2010	10.00		10.00	
1031076	30305	8/7/2010	60.00		60.00	
1031079	30305	8/7/2010	870.00	685.76	184.24	10/2/2013
1031080	30305	8/7/2010	186.00		186.00	
1031081	30305	8/7/2010	60.00		60.00	
1031082	30305	8/7/2010	8.00		8.00	
1031083	30305	8/7/2010	218.00		218.00	
1031097	30305	8/7/2010	2640.00		2640.00	
1031193	30305	8/11/2010	8.00		8.00	
1033745	30305	10/7/2010	14.00		14.00	
1079044	30305	1/10/2013	626.00		626.00	5/28/2010
1003482	30310	11/12/2009	663.00		663.00	
1003483	30310	11/12/2009	170.00		170.00	
1003484	30310	11/12/2009	663.00		663.00	
1003485	30310	11/12/2009	39.00		39.00	
1003486	30310	11/12/2009	510.00	3.34	506.66	4/9/2015
1003488	30310	11/12/2009	27.00		27.00	
1003489	30310	11/12/2009	92.00		92.00	
1003491	30310	11/12/2009	28.00		28.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1003492	30310	11/12/2009	245.00		245.00	
1003493	30310	11/12/2009	679.00		679.00	
1003494	30310	11/12/2009	68.00	68.00		12/19/2014
1003498	30310	11/12/2009	585.00	585.00		1/12/2012
1003499	30310	11/12/2009	66.00		66.00	
1003500	30310	11/12/2009	156.00		156.00	
1003502	30310	11/12/2009	527.00		527.00	
1003505	30310	11/12/2009	264.00		264.00	
1003506	30310	11/12/2009	358.00	358.00		4/25/2012
1003508	30310	11/12/2009	306.00		306.00	
1003509	30310	11/12/2009	1128.00	1128.00		5/16/2012
1003510	30310	11/12/2009	595.00		595.00	
1007512	30310	12/14/2009	304.00		304.00	
1007514	30310	12/14/2009	663.00		663.00	
1007515	30310	12/14/2009	561.00	235.00	326.00	1/7/2015
1007517	30310	12/14/2009	270.00	127.09	142.91	12/20/2011
1007518	30310	12/14/2009	333.00		333.00	
1007519	30310	12/14/2009	264.00		264.00	
1007527	30310	12/14/2009	90.00		90.00	
1007528	30310	12/14/2009	1105.00	562.19	542.81	12/15/2010
1007529	30310	12/14/2009	230.00	230.00		12/5/2011
1007531	30310	12/14/2009	188.00		188.00	
1007532	30310	12/14/2009	190.00		190.00	
1007534	30310	12/14/2009	177.00	177.00		11/19/2013
1007535	30310	12/14/2009	238.00		238.00	
1007536	30310	12/14/2009	510.00	50.00	460.00	6/24/2010
1007537	30310	12/14/2009	288.00	87.54	200.46	12/22/2011
1007539	30310	12/14/2009	1513.00		1513.00	
1007542	30310	12/15/2009	646.00		646.00	
1007543	30310	12/15/2009	581.00		581.00	
1007544	30310	12/15/2009	1054.00		1054.00	
1007545	30310	12/15/2009	901.00	98.00	803.00	3/19/2015
1007546	30310	12/15/2009	935.00		935.00	
1007547	30310	12/15/2009	45.00		45.00	
1007549	30310	12/15/2009	459.00	125.00	334.00	6/9/2010
1007552	30310	12/15/2009	93.00		93.00	
1007555	30310	12/15/2009	255.00		255.00	
1007600	30310	12/15/2009	1054.00		1054.00	
1007604	30310	12/15/2009	731.00	661.68	69.32	5/23/2016
1007606	30310	12/15/2009	435.00		435.00	
1007609	30310	12/15/2009	128.00		128.00	
1014199	30310	2/23/2010	1751.00	1751.00		12/16/2014
1015898	30310	3/11/2010	1275.00	727.34	543.21	9/3/2015
1035907	30310	11/23/2010	87.00		87.00	
1035909	30310	11/23/2010	62.00		62.00	
1038229	30310	1/21/2011	64.00	64.00	-218.67	10/21/2014
1038230	30310	1/21/2011	380.00	380.00		10/21/2014
1038232	30310	1/21/2011	90.00		90.00	
1038233	30310	1/21/2011	216.00	108.00	108.00	6/10/2011
1038234	30310	1/21/2011	204.00	204.00		1/27/2012
1038236	30310	1/21/2011	204.00	1.27	202.73	6/28/2011
1038239	30310	1/21/2011	369.00	369.00		7/7/2014
1038241	30310	1/21/2011	173.00	173.00		4/17/2012
1038243	30310	1/21/2011	1343.00	22.96	1320.04	3/11/2013
1038245	30310	1/21/2011	1337.00	1337.00		9/19/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1038247	30310	1/21/2011	45.00		45.00	
1038250	30310	1/21/2011	721.00	721.00		3/13/2013
1038252	30310	1/21/2011	442.00		442.00	
1038254	30310	1/21/2011	850.00		850.00	
1038255	30310	1/21/2011	179.00		179.00	
1038256	30310	1/21/2011	483.00		483.00	
1038258	30310	1/21/2011	91.00		91.00	
1038259	30310	1/21/2011	174.00		174.00	
1038260	30310	1/21/2011	740.00	740.00		4/8/2015
1038261	30310	1/21/2011	84.00		84.00	
1038262	30310	1/21/2011	518.00	518.00		4/17/2012
1038264	30310	1/21/2011	108.00		108.00	
1038265	30310	1/21/2011	50.00	50.00		9/28/2012
1003487	30310	1/24/2011	415.00	415.00		1/14/2014
1038278	30310	1/24/2011	14.00		14.00	
1038279	30310	1/24/2011	1224.00		1224.00	
1038281	30310	1/24/2011	1496.00	1496.00		12/7/2011
1038283	30310	1/24/2011	527.00		527.00	
1038284	30310	1/24/2011	61.00	61.00		1/2/2013
1038287	30310	1/24/2011	1377.00	1377.00		6/19/2013
1038288	30310	1/24/2011	142.00	16.93	125.07	5/31/2013
1038290	30310	1/24/2011	258.00	200.00	58.00	3/24/2011
1038291	30310	1/24/2011	29.00		29.00	
1038352	30310	1/25/2011	2125.00		2125.00	
1038354	30310	1/25/2011	238.00		238.00	
1038355	30310	1/25/2011	382.00		382.00	
1038356	30310	1/25/2011	51.00		51.00	
1038357	30310	1/25/2011	174.00		174.00	
1038360	30310	1/25/2011	144.00	144.00		5/12/2016
1038363	30310	1/25/2011	42.00		42.00	
1038364	30310	1/25/2011	1020.00	1020.00		1/27/2012
1038366	30310	1/25/2011	31.00		31.00	
1038367	30310	1/25/2011	1037.00		1037.00	
1038368	30310	1/25/2011	66.00	66.00		3/20/2013
1038369	30310	1/25/2011	472.00	472.00		6/7/2013
1038370	30310	1/25/2011	1139.00	1029.13	109.87	12/8/2016
1038371	30310	1/25/2011	3077.00		3077.00	
1038372	30310	1/25/2011	77.00		77.00	
1038374	30310	1/25/2011	561.00	186.00	375.00	6/22/2016
1038376	30310	1/25/2011	221.00		221.00	
1038378	30310	1/25/2011	1740.00	48.45	1691.55	8/29/2012
1038379	30310	1/25/2011	32.00		32.00	
1038380	30310	1/25/2011	442.00		442.00	
1038381	30310	1/25/2011	178.00		178.00	
1038382	30310	1/25/2011	168.00		168.00	
1038383	30310	1/25/2011	730.00	730.00		7/10/2013
1038384	30310	1/25/2011	1479.00		1479.00	
1038385	30310	1/25/2011	221.00		221.00	
1040430	30310	3/7/2011	1564.00	1564.00		3/20/2013
1040467	30310	3/7/2011	36.00		36.00	
1040469	30310	3/7/2011	434.00	398.60	35.40	5/23/2016
1040470	30310	3/7/2011	114.00	114.00		3/13/2012
1040473	30310	3/7/2011	595.00		595.00	
1040474	30310	3/7/2011	582.00	582.00		1/27/2012
1040475	30310	3/7/2011	486.00	486.00		7/10/2014

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1040476	30310	3/7/2011	230.00	150.00	80.00	4/12/2012
1040477	30310	3/7/2011	187.00	187.00		12/7/2011
1040478	30310	3/7/2011	2499.00	2499.00		11/22/2013
1040479	30310	3/7/2011	269.00		269.00	
1040482	30310	3/7/2011	1514.00	1514.00		9/20/2012
1040483	30310	3/7/2011	700.00		700.00	
1040484	30310	3/7/2011	140.00		140.00	
1040485	30310	3/7/2011	767.00	397.57	369.43	10/25/2016
1040486	30310	3/7/2011	1260.00	1260.00		8/25/2015
1040487	30310	3/7/2011	127.00		127.00	
1040488	30310	3/7/2011	70.00	70.00		3/24/2016
1040489	30310	3/7/2011	156.00	136.35	19.65	7/19/2016
1040490	30310	3/7/2011	108.00	19.96	88.04	12/8/2016
1040491	30310	3/7/2011	510.00		510.00	
1044152	30310	6/28/2011	1173.00		1173.00	
1044153	30310	6/28/2011	350.00	350.00		1/30/2012
1044155	30310	6/28/2011	1365.00	1107.00	258.00	5/17/2013
1044156	30310	6/28/2011	534.00	534.00		5/29/2012
1044158	30310	6/28/2011	128.00	66.24	61.76	4/21/2016
1044159	30310	6/28/2011	404.00	404.00		3/9/2012
1044160	30310	6/28/2011	833.00		833.00	
1044161	30310	6/28/2011	857.00		857.00	
1044162	30310	6/28/2011	765.00		765.00	
1044163	30310	6/28/2011	1564.00		1564.00	
1044164	30310	6/28/2011	806.00	806.00		9/8/2015
1044165	30310	6/28/2011	2924.00	2924.00		12/19/2013
1044166	30310	6/28/2011	360.00		360.00	
1044168	30310	6/28/2011	92.00		92.00	
1044170	30310	6/28/2011	1392.00	280.00	1112.00	7/13/2015
1044171	30310	6/28/2011	758.00	758.00		5/2/2013
1044172	30310	6/28/2011	1700.00		1700.00	
1044173	30310	6/28/2011	138.00	138.00		8/16/2012
1044174	30310	6/28/2011	363.00		363.00	
1044175	30310	6/28/2011	129.00		129.00	
1044176	30310	6/28/2011	357.00	15.00	342.00	6/29/2011
1045222	30310	7/15/2011	882.00	873.80	-24.02	1/5/2017
1045223	30310	7/15/2011	180.00	180.00		3/9/2012
1045228	30310	7/15/2011	176.00		176.00	
1045229	30310	7/15/2011	435.00		435.00	
1045230	30310	7/15/2011	1020.00		1020.00	
1045231	30310	7/15/2011	679.00	679.00		9/6/2013
1045232	30310	7/15/2011	1173.00	1173.00		8/20/2013
1045233	30310	7/15/2011	605.00	605.00		2/15/2012
1045234	30310	7/15/2011	1461.00		1461.00	
1045235	30310	7/15/2011	1240.00	1240.00		7/19/2012
1045236	30310	7/15/2011	270.00	270.00		4/30/2013
1045237	30310	7/15/2011	1292.00		1292.00	
1045238	30310	7/15/2011	1394.00	1394.00		5/11/2012
1045239	30310	7/15/2011	1258.00		1258.00	
1045240	30310	7/15/2011	357.00		357.00	
1045242	30310	7/15/2011	1751.00		1751.00	
1045243	30310	7/15/2011	988.00	988.00		12/14/2012
1045244	30310	7/15/2011	765.00		765.00	
1045245	30310	7/15/2011	629.00	629.00		12/7/2011
1045246	30310	7/15/2011	1904.00	1904.00		2/5/2015

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1045247	30310	7/15/2011	2669.00	2669.00		12/27/2012
1045248	30310	7/15/2011	1680.00	1680.00		2/23/2016
1045249	30310	7/15/2011	842.00	842.00		5/12/2016
1046612	30310	8/5/2011	1020.00	1020.00		6/30/2015
1046613	30310	8/5/2011	95.00		95.00	
1046614	30310	8/5/2011	969.00	969.00		1/2/2014
1046615	30310	8/5/2011	88.00		88.00	
1046616	30310	8/5/2011	2040.00		2040.00	
1046617	30310	8/5/2011	340.00		340.00	
1046618	30310	8/5/2011	323.00		323.00	
1046619	30310	8/5/2011	1564.00	869.93	694.07	5/23/2016
1046621	30310	8/5/2011	357.00		357.00	
1046622	30310	8/5/2011	32.00		32.00	
1046623	30310	8/5/2011	144.00		144.00	
1046624	30310	8/5/2011	85.00		85.00	
1046773	30310	8/16/2011	544.00		544.00	
1046774	30310	8/16/2011	1632.00		1632.00	
1046775	30310	8/16/2011	46.00	46.00		4/6/2016
1046776	30310	8/16/2011	1012.00		1012.00	
1046777	30310	8/16/2011	731.00		731.00	
1046778	30310	8/16/2011	296.00	273.00	23.00	10/13/2016
1046779	30310	8/16/2011	158.00		158.00	
1046780	30310	8/16/2011	255.00		255.00	
1046781	30310	8/16/2011	128.00	128.00		3/24/2016
1046782	30310	8/16/2011	336.00		336.00	
1046783	30310	8/16/2011	116.00	116.00		6/9/2015
1046784	30310	8/16/2011	60.00		60.00	
1046785	30310	8/16/2011	240.00	240.00		4/16/2014
1046786	30310	8/16/2011	46.00	46.00		7/5/2012
1046787	30310	8/16/2011	1308.00	50.00	1258.00	2/8/2012
1046788	30310	8/16/2011	600.00	50.00	550.00	12/5/2011
1046789	30310	8/16/2011	952.00		952.00	
1046862	30310	8/17/2011	120.00		120.00	
1046942	30310	8/23/2011	166.00	113.80	51.12	12/12/2016
1046943	30310	8/23/2011	408.00		408.00	
1046944	30310	8/23/2011	327.00	30.00	297.00	11/8/2011
1046945	30310	8/23/2011	1207.00	1207.00		12/19/2012
1046946	30310	8/23/2011	748.00	748.00		12/5/2011
1046947	30310	8/23/2011	180.00	180.00		1/30/2012
1046949	30310	8/24/2011	27.00		27.00	
1046950	30310	8/24/2011	205.00		205.00	
1046951	30310	8/24/2011	206.00		206.00	
1046952	30310	8/24/2011	255.00	255.00		3/13/2012
1046953	30310	8/24/2011	450.00		450.00	
1046955	30310	8/24/2011	246.00		246.00	
1046956	30310	8/24/2011	596.00	596.00		11/19/2012
1046957	30310	8/24/2011	1440.00		1440.00	
1046958	30310	8/24/2011	75.00		75.00	
1046959	30310	8/24/2011	380.00	380.00		2/23/2012
1049039	30310	9/22/2011	132.00		132.00	4/15/2013
1049040	30310	9/22/2011	442.00	442.00		3/21/2014
1049041	30310	9/22/2011	342.00	342.00		11/13/2012
1049042	30310	9/22/2011	960.00	534.16	425.84	1/28/2016
1049043	30310	9/22/2011	170.00		170.00	
1049044	30310	9/22/2011	31.00	31.00		6/22/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1049046	30310	9/22/2011	312.00	290.00	22.00	7/29/2014
1049047	30310	9/22/2011	112.00		112.00	
1049048	30310	9/22/2011	644.00		644.00	
1049049	30310	9/22/2011	304.00	304.00		6/29/2012
1049050	30310	9/22/2011	350.00		350.00	
1049051	30310	9/22/2011	125.00	125.00		5/17/2013
1049052	30310	9/22/2011	900.00		900.00	
1049054	30310	9/22/2011	64.00		64.00	
1049055	30310	9/22/2011	414.00	25.00	389.00	10/5/2011
1049205	30310	10/3/2011	118.00	118.00		11/3/2014
1049206	30310	10/3/2011	110.00		110.00	
1049207	30310	10/3/2011	1086.00		1086.00	
1049208	30310	10/3/2011	170.00	170.00		4/16/2013
1049247	30310	10/4/2011	38.00		38.00	
1050746	30310	10/6/2011	198.00		198.00	
1050747	30310	10/6/2011	15.00		15.00	
1050748	30310	10/6/2011	120.00		120.00	
1050751	30310	10/6/2011	600.00	600.00		7/14/2014
1050752	30310	10/6/2011	540.00	540.00		6/19/2014
1050753	30310	10/6/2011	12.00	12.00		2/6/2012
1050754	30310	10/6/2011	114.00	114.00		3/11/2013
1050756	30310	10/6/2011	156.00		156.00	
1050757	30310	10/6/2011	58.00		58.00	
1050760	30310	10/6/2011	252.00	25.00	227.00	3/1/2012
1050761	30310	10/6/2011	680.00	680.00		9/12/2013
1050762	30310	10/6/2011	376.00	240.00	136.00	2/17/2012
1050764	30310	10/6/2011	168.00	168.00		4/30/2013
1050780	30310	10/6/2011	368.00		368.00	
1050781	30310	10/6/2011	81.00		81.00	
1050782	30310	10/6/2011	493.00		493.00	
1050783	30310	10/6/2011	555.00		555.00	
1050784	30310	10/6/2011	386.00	386.00		7/20/2012
1050786	30310	10/6/2011	285.00	285.00		6/25/2013
1050868	30310	10/11/2011	20.00		20.00	
1050869	30310	10/11/2011	47.00	47.00		10/10/2013
1050893	30310	10/12/2011	210.00	210.00		6/16/2015
1050894	30310	10/12/2011	357.00		357.00	
1050895	30310	10/12/2011	850.00	25.00	825.00	12/9/2011
1050896	30310	10/12/2011	70.00		70.00	
1050941	30310	10/13/2011	58.00		58.00	
1050942	30310	10/13/2011	816.00	816.00		12/2/2011
1050943	30310	10/13/2011	317.99	75.00	242.99	11/2/2011
1050951	30310	10/13/2011	158.00		158.00	
1050952	30310	10/13/2011	155.00		155.00	
1050953	30310	10/13/2011	480.00	480.00		10/12/2012
1050976	30310	10/14/2011	58.00	58.00		12/6/2011
1050977	30310	10/14/2011	312.00		312.00	
1050978	30310	10/14/2011	36.00		36.00	
1050979	30310	10/14/2011	625.00	625.00		5/17/2013
1050980	30310	10/14/2011	98.00	98.00		8/27/2012
1051056	30310	10/18/2011	60.00		60.00	
1051057	30310	10/18/2011	384.00		384.00	
1051062	30310	10/19/2011	74.00		74.00	
1051064	30310	10/19/2011	222.00	3.80	218.20	3/11/2013
1051065	30310	10/19/2011	120.00	11.80	108.20	5/12/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1051067	30310	10/19/2011	52.00		52.00	
1051068	30310	10/19/2011	192.00		192.00	
1051069	30310	10/19/2011	36.00		36.00	
1051070	30310	10/19/2011	75.00		75.00	
1051071	30310	10/19/2011	123.00		123.00	
1051072	30310	10/19/2011	112.00		112.00	
1051073	30310	10/19/2011	192.00	192.00		12/6/2011
1051074	30310	10/19/2011	4.00	4.00		12/9/2011
1051076	30310	10/19/2011	31.00		31.00	
1051077	30310	10/19/2011	74.00		74.00	
1051078	30310	10/19/2011	96.00		96.00	
1051079	30310	10/19/2011	28.00	28.00	-28.46	4/21/2015
1051106	30310	10/20/2011	255.00	255.00		7/10/2012
1051107	30310	10/20/2011	32.00		32.00	
1051108	30310	10/20/2011	180.00		180.00	
1051109	30310	10/20/2011	27.00	27.00		3/11/2015
1051110	30310	10/20/2011	62.00		62.00	
1052823	30310	11/7/2011	568.00	50.00	518.00	12/7/2011
1052824	30310	11/7/2011	68.00		68.00	
1052825	30310	11/7/2011	1989.00	458.31	1530.69	1/24/2013
1052826	30310	11/7/2011	42.00		42.00	
1052827	30310	11/7/2011	546.00		546.00	
1052828	30310	11/7/2011	257.00	257.00		7/19/2012
1052829	30310	11/7/2011	12.00	12.00		5/14/2012
1052830	30310	11/7/2011	437.00	437.00		8/4/2016
1052831	30310	11/7/2011	561.00	561.00		9/11/2015
1052832	30310	11/7/2011	72.00		72.00	
1052833	30310	11/7/2011	524.00	9.07	514.93	2/10/2015
1052834	30310	11/7/2011	36.00		36.00	
1052835	30310	11/7/2011	52.00		52.00	
1052836	30310	11/7/2011	783.00		783.00	
1052837	30310	11/7/2011	284.00	12.65	271.35	10/14/2016
1052838	30310	11/7/2011	1335.00		1335.00	
1052839	30310	11/7/2011	108.00		108.00	
1052840	30310	11/7/2011	459.00		459.00	
1052843	30310	11/7/2011	581.00	50.00	531.00	6/15/2012
1052844	30310	11/7/2011	124.00	46.82	77.18	7/23/2013
1052845	30310	11/7/2011	540.00	540.00		4/17/2015
1052846	30310	11/7/2011	818.00		818.00	
1052848	30310	11/7/2011	63.00	40.00	23.00	6/16/2014
1052849	30310	11/7/2011	200.00	61.13	138.87	12/8/2016
1052850	30310	11/7/2011	300.00		300.00	
1052851	30310	11/7/2011	206.00	206.00		11/26/2013
1052934	30310	11/9/2011	138.00		138.00	
1052936	30310	11/9/2011	87.00		87.00	
1053026	30310	11/15/2011	756.00	200.00	556.00	4/23/2012
1053028	30310	11/15/2011	60.00		60.00	
1053051	30310	11/16/2011	84.00		84.00	
1053052	30310	11/16/2011	105.00		105.00	
1053053	30310	11/16/2011	250.00		250.00	
1053056	30310	11/17/2011	777.00		777.00	
1053057	30310	11/17/2011	64.00		64.00	
1053058	30310	11/17/2011	62.00	0.02	61.98	3/13/2013
1053059	30310	11/17/2011	216.00		216.00	
1053060	30310	11/17/2011	665.00		665.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1053061	30310	11/17/2011	1464.00	60.00	1404.00	3/12/2012
1053062	30310	11/17/2011	22.00		22.00	
1053063	30310	11/17/2011	82.00		82.00	
1053064	30310	11/17/2011	124.00		124.00	
1053065	30310	11/17/2011	56.00		56.00	
1053066	30310	11/17/2011	62.00		62.00	
1053068	30310	11/17/2011	867.00		867.00	
1053085	30310	11/17/2011	199.00	19.44	179.56	8/30/2016
1053086	30310	11/17/2011	82.00		82.00	
1053087	30310	11/17/2011	122.00		122.00	
1053088	30310	11/17/2011	165.00		165.00	
1053091	30310	11/17/2011	220.00	220.00		1/24/2013
1053093	30310	11/17/2011	2550.00	69.36	2480.64	2/18/2016
1053094	30310	11/17/2011	900.00	900.00		4/29/2014
1053095	30310	11/17/2011	112.00	1.09	110.91	9/16/2016
1053096	30310	11/17/2011	320.00	85.00	235.00	9/22/2016
1053159	30310	11/22/2011	44.00	0.37	43.63	7/28/2016
1053160	30310	11/22/2011	31.00		31.00	
1053161	30310	11/22/2011	126.00		126.00	
1053162	30310	11/22/2011	219.00	219.00		4/9/2012
1053163	30310	11/22/2011	204.00	204.00		3/21/2014
1053164	30310	11/22/2011	553.00	100.00	453.00	5/23/2012
1053165	30310	11/22/2011	204.00	25.00	179.00	12/7/2011
1053166	30310	11/22/2011	44.00	44.00		1/31/2012
1053167	30310	11/22/2011	936.00	936.00		8/21/2014
1053313	30310	11/30/2011	391.00	391.00		5/2/2012
1053314	30310	11/30/2011	30.00		30.00	
1055215	30310	12/21/2011	366.00	0.05	365.95	3/8/2013
1055216	30310	12/21/2011	442.00	442.00		3/19/2015
1055218	30310	12/21/2011	14.00		14.00	
1055220	30310	12/21/2011	365.00		365.00	
1055221	30310	12/21/2011	300.00	215.21	84.79	7/17/2013
1055223	30310	12/21/2011	230.00		230.00	
1055224	30310	12/21/2011	1390.00	300.00	1090.00	1/25/2013
1055225	30310	12/21/2011	828.00		828.00	
1055226	30310	12/21/2011	176.00	176.00		4/27/2016
1055227	30310	12/21/2011	112.00	112.00		5/13/2014
1055231	30310	12/21/2011	6.00		6.00	
1055233	30310	12/21/2011	68.00		68.00	
1055234	30310	12/21/2011	600.00	600.00		3/27/2012
1055235	30310	12/21/2011	170.00	170.00		8/7/2013
1055237	30310	12/21/2011	642.00		642.00	
1055283	30310	12/23/2011	380.00		380.00	
1055284	30310	12/23/2011	295.00	295.00		9/10/2012
1055285	30310	12/23/2011	798.00	8.29	789.71	10/2/2013
1055286	30310	12/23/2011	119.00	119.00		1/3/2012
1055287	30310	12/23/2011	205.00	62.66	142.34	12/8/2016
1055288	30310	12/23/2011	50.00		50.00	
1055289	30310	12/23/2011	34.00	34.00		1/23/2012
1055290	30310	12/23/2011	317.00	317.00		7/23/2012
1055291	30310	12/23/2011	182.00		182.00	
1055292	30310	12/23/2011	54.00	54.00		8/21/2012
1055340	30310	12/28/2011	110.00		110.00	
1055342	30310	12/28/2011	76.00	76.00		3/20/2013
1055343	30310	12/28/2011	999.00	201.74	797.26	7/14/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1055344	30310	12/28/2011	8.00	8.00		8/27/2012
1056898	30310	1/9/2012	22.00	22.00		2/22/2012
1056899	30310	1/9/2012	240.00	25.00	215.00	3/12/2012
1056900	30310	1/9/2012	364.00		364.00	
1056901	30310	1/9/2012	279.00	279.00		10/17/2012
1056902	30310	1/9/2012	996.00		996.00	
1056903	30310	1/9/2012	366.00		366.00	
1056904	30310	1/9/2012	145.00		145.00	
1057095	30310	1/18/2012	525.00	525.00		3/19/2015
1057096	30310	1/18/2012	504.00		504.00	
1057097	30310	1/18/2012	60.00		60.00	
1057098	30310	1/18/2012	33.00		33.00	
1057099	30310	1/18/2012	60.00	34.99	25.01	12/8/2016
1057100	30310	1/18/2012	32.00		32.00	
1057101	30310	1/18/2012	1028.00		1028.00	
1057102	30310	1/18/2012	8.00		8.00	
1057103	30310	1/18/2012	360.00	37.50	322.50	12/10/2012
1057104	30310	1/18/2012	19.00		19.00	
1057105	30310	1/18/2012	132.00		132.00	
1057106	30310	1/18/2012	49.00		49.00	
1057107	30310	1/18/2012	114.00		114.00	
1057108	30310	1/18/2012	326.00		326.00	
1057109	30310	1/18/2012	30.00		30.00	
1057110	30310	1/18/2012	720.00	720.00		3/20/2013
1057111	30310	1/18/2012	92.00	92.00		1/31/2012
1057112	30310	1/18/2012	334.00	334.00		11/18/2015
1057113	30310	1/18/2012	42.00	42.00		4/11/2013
1057115	30310	1/18/2012	94.00		94.00	
1057116	30310	1/18/2012	210.00		210.00	
1057117	30310	1/18/2012	68.00	68.00		1/31/2012
1057118	30310	1/18/2012	493.00	493.00		5/17/2013
1057119	30310	1/18/2012	134.00		134.00	
1057120	30310	1/18/2012	935.00	935.00		8/7/2012
1057121	30310	1/18/2012	54.00		54.00	
1057123	30310	1/18/2012	322.00	322.00		5/31/2012
1057134	30310	1/19/2012	87.00		87.00	
1057135	30310	1/19/2012	214.00		214.00	
1057136	30310	1/19/2012	539.00	539.00		1/4/2013
1057137	30310	1/19/2012	26.00		26.00	
1057138	30310	1/19/2012	50.00	50.00		2/8/2012
1057139	30310	1/19/2012	124.00	28.95	95.05	1/18/2013
1057140	30310	1/19/2012	523.00	523.00		2/15/2013
1057153	30310	1/19/2012	203.00	203.00		2/28/2014
1057154	30310	1/19/2012	149.00	149.00		8/2/2013
1057155	30310	1/19/2012	76.00		76.00	
1057250	30310	1/23/2012	129.00	129.00		4/5/2012
1057251	30310	1/23/2012	252.00	252.00		4/6/2016
1057252	30310	1/23/2012	1308.99		1308.99	
1057253	30310	1/23/2012	256.00		256.00	
1057254	30310	1/23/2012	363.00		363.00	
1057293	30310	1/25/2012	295.00	295.00		1/7/2013
1057294	30310	1/25/2012	850.00	850.00		4/30/2013
1057295	30310	1/25/2012	268.00		268.00	
1057296	30310	1/25/2012	268.00		268.00	
1057299	30310	1/25/2012	53.00		53.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1057300	30310	1/25/2012	252.99	2.13	250.86	7/28/2016
1060895	30310	3/27/2012	1292.00	1292.00		3/17/2014
1060897	30310	3/27/2012	1020.00	1020.00		3/27/2012
1060912	30310	3/28/2012	216.00	0.03	215.97	3/8/2013
1060913	30310	3/28/2012	48.00		48.00	
1060914	30310	3/28/2012	212.00		212.00	
1060915	30310	3/28/2012	50.00	50.00		6/6/2012
1060916	30310	3/28/2012	138.00		138.00	
1060917	30310	3/28/2012	86.00		86.00	
1060918	30310	3/28/2012	1207.00		1207.00	
1060919	30310	3/28/2012	132.00		132.00	
1060920	30310	3/28/2012	90.00		90.00	
1060921	30310	3/28/2012	184.00	184.00		12/18/2014
1060925	30310	3/28/2012	935.00	300.00	635.00	3/25/2013
1062194	30310	4/3/2012	18.00	18.00		5/4/2012
1062196	30310	4/3/2012	34.00	34.00		9/20/2012
1062197	30310	4/3/2012	56.00	56.00		5/31/2012
1062198	30310	4/3/2012	144.00		144.00	
1062199	30310	4/3/2012	290.00		290.00	
1062200	30310	4/3/2012	348.00		348.00	
1062201	30310	4/3/2012	36.00	36.00		6/1/2012
1062202	30310	4/3/2012	44.00		44.00	
1062203	30310	4/3/2012	90.00	90.00		4/30/2012
1062204	30310	4/3/2012	43.00		43.00	
1062211	30310	4/3/2012	258.22	238.00	20.22	4/3/2012
1062213	30310	4/3/2012	3.00	3.00		9/5/2012
1062278	30310	4/6/2012	116.00	116.00		12/8/2016
1062279	30310	4/6/2012	114.00	114.00		5/31/2013
1062281	30310	4/6/2012	93.00		93.00	
1062282	30310	4/6/2012	30.00		30.00	
1062283	30310	4/6/2012	102.00		102.00	
1062284	30310	4/6/2012	24.00	24.00		3/20/2013
1062285	30310	4/6/2012	120.00	120.00		6/25/2012
1062305	30310	4/6/2012	215.00		215.00	
1062306	30310	4/6/2012	195.00	195.00		5/1/2012
1062307	30310	4/6/2012	620.00	620.00		7/2/2013
1062374	30310	4/10/2012	1462.00	1462.00		8/14/2012
1062406	30310	4/11/2012	238.00		238.00	
1062409	30310	4/11/2012	459.00		459.00	
1062410	30310	4/11/2012	55.00		55.00	
1062411	30310	4/11/2012	374.00		374.00	
1062412	30310	4/11/2012	428.00	428.00		3/21/2014
1062413	30310	4/11/2012	221.00		221.00	
1062414	30310	4/11/2012	20.00	20.00		9/28/2012
1062428	30310	4/12/2012	51.00	51.00		6/19/2014
1062433	30310	4/12/2012	1614.00		1614.00	
1062435	30310	4/12/2012	68.00	68.00		7/30/2012
1062436	30310	4/12/2012	585.00		585.00	
1062439	30310	4/12/2012	731.00	120.00	611.00	2/20/2015
1062446	30310	4/12/2012	136.00	136.00		2/21/2014
1062449	30310	4/12/2012				
1062450	30310	4/12/2012	800.00	800.00		1/17/2013
1062490	30310	4/16/2012	28.00	28.00		8/28/2012
1062491	30310	4/16/2012	70.00		70.00	
1062492	30310	4/16/2012	60.00		60.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1062493	30310	4/16/2012	115.00	115.00		6/25/2013
1062495	30310	4/16/2012	12.00	12.00		6/21/2012
1062496	30310	4/16/2012	-34.00			
1062508	30310	4/16/2012	6.00		6.00	
1062512	30310	4/16/2012	132.00		132.00	
1062513	30310	4/16/2012	68.00		68.00	
1062514	30310	4/17/2012	144.00	144.00		12/16/2015
1062517	30310	4/17/2012	391.00	391.00		12/21/2012
1062539	30310	4/17/2012	368.00	368.00		12/18/2012
1062543	30310	4/17/2012	184.00	184.00		8/3/2012
1062544	30310	4/17/2012	1071.00		1071.00	
1062546	30310	4/17/2012	684.00		684.00	
1062558	30310	4/17/2012	154.00		154.00	
1062559	30310	4/17/2012	561.00	561.00		5/3/2012
1062561	30310	4/17/2012	282.00	282.00		5/12/2014
1062563	30310	4/17/2012	340.00	340.00		4/5/2013
1062564	30310	4/17/2012	58.00		58.00	
1062565	30310	4/17/2012	184.00		184.00	
1062566	30310	4/17/2012	106.00		106.00	
1062568	30310	4/17/2012	2533.00	2533.00		7/31/2013
1062569	30310	4/17/2012	110.00	110.00		6/21/2012
1062570	30310	4/17/2012	280.00	24.00	256.00	5/12/2016
1062571	30310	4/17/2012	218.00		218.00	
1062572	30310	4/17/2012	123.00	123.00		4/26/2016
1062573	30310	4/17/2012	972.00	604.46	367.54	12/8/2016
1062574	30310	4/17/2012	238.00		238.00	
1062576	30310	4/17/2012	238.00		238.00	
1062577	30310	4/17/2012	799.00		799.00	
1062578	30310	4/17/2012	85.00		85.00	
1062579	30310	4/17/2012	104.00	104.00		8/28/2012
1062580	30310	4/17/2012	178.00	54.00	124.00	7/2/2012
1062582	30310	4/17/2012	34.00	34.00		7/5/2012
1062584	30310	4/17/2012	1976.00	1976.00		10/15/2015
1062586	30310	4/17/2012	153.00	58.58	94.42	1/30/2014
1062587	30310	4/17/2012	1122.00	1122.00		2/19/2015
1062588	30310	4/17/2012	29.00	29.00		6/25/2012
1062589	30310	4/17/2012	255.00		255.00	
1062590	30310	4/17/2012	868.00	673.00	195.00	10/12/2016
1062591	30310	4/17/2012	244.00	10.00	234.00	5/8/2012
1062593	30310	4/17/2012	340.00		340.00	
1062594	30310	4/17/2012	318.00	318.00		3/20/2013
1062595	30310	4/17/2012	65.00	65.00		7/12/2012
1062596	30310	4/17/2012	672.00	672.00		2/20/2013
1062597	30310	4/17/2012	340.00		340.00	
1062598	30310	4/17/2012	255.00		255.00	
1062599	30310	4/17/2012	238.00		238.00	
1062600	30310	4/17/2012	122.00		122.00	
1062601	30310	4/17/2012				
1062602	30310	4/17/2012	102.00	102.00		7/17/2012
1062604	30310	4/17/2012	69.00	69.00		11/20/2012
1062605	30310	4/17/2012	142.00	142.00		10/1/2015
1062607	30310	4/17/2012	344.00		344.00	
1062608	30310	4/17/2012	132.00	39.85	92.15	12/8/2016
1062609	30310	4/17/2012	42.00		42.00	
1062611	30310	4/17/2012	918.00	918.00		9/30/2013

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1062612	30310	4/17/2012	2329.00	1163.00	1166.00	2/19/2015
1062613	30310	4/17/2012	45.00		45.00	
1062614	30310	4/17/2012	102.00	102.00		7/16/2012
1062615	30310	4/17/2012	240.00	66.00	174.00	6/8/2012
1062616	30310	4/17/2012	184.00	184.00		10/21/2014
1062617	30310	4/17/2012	220.00	220.00		8/6/2014
1062618	30310	4/17/2012	272.00	272.00		10/12/2012
1062619	30310	4/17/2012	609.00	303.21	305.79	9/19/2016
1062620	30310	4/17/2012	396.00	100.00	296.00	1/27/2014
1062621	30310	4/17/2012	527.00		527.00	
1062622	30310	4/17/2012	96.00		96.00	
1062623	30310	4/17/2012	384.00	239.00	145.00	12/5/2013
1062624	30310	4/17/2012	85.00		85.00	
1062625	30310	4/17/2012	1745.00	1745.00		2/10/2015
1062626	30310	4/17/2012	136.00	136.00		8/20/2013
1062627	30310	4/17/2012	340.00		340.00	
1062628	30310	4/17/2012	168.00	168.00		7/30/2012
1062629	30310	4/17/2012	78.00	78.00		11/19/2012
1062630	30310	4/17/2012	712.00	712.00		6/16/2015
1062631	30310	4/17/2012	2210.00	2210.00		2/28/2017
1062632	30310	4/17/2012	126.00	13.45	112.55	12/8/2016
1062633	30310	4/17/2012	192.00		192.00	
1062634	30310	4/17/2012	188.00	188.00		11/22/2013
1062635	30310	4/17/2012				
1062636	30310	4/17/2012	92.00		92.00	
1062637	30310	4/17/2012	436.00	436.00		2/24/2015
1062638	30310	4/17/2012	236.00	14.73	221.27	6/24/2014
1062702	30310	4/19/2012	400.00	400.00		11/12/2015
1062703	30310	4/19/2012	1478.00		1478.00	
1062704	30310	4/19/2012	1608.00		1608.00	
1062705	30310	4/19/2012	140.00	140.00		11/22/2013
1062706	30310	4/19/2012	573.00		573.00	
1062717	30310	4/20/2012	60.00	60.00		1/22/2014
1062718	30310	4/20/2012	204.00		204.00	
1062719	30310	4/20/2012	210.00		210.00	
1062720	30310	4/20/2012	30.00		30.00	
1062721	30310	4/20/2012	1162.00	150.00	1012.00	11/19/2012
1062722	30310	4/20/2012	318.00		318.00	
1062723	30310	4/20/2012	570.00	570.00	-1207.00	6/19/2014
1062756	30310	4/23/2012	44.00	44.00		3/5/2013
1062757	30310	4/23/2012	102.00		102.00	
1062759	30310	4/23/2012	58.00	58.00		6/25/2012
1062760	30310	4/23/2012				
1062761	30310	4/23/2012	535.50	535.50		8/15/2013
1062762	30310	4/23/2012	462.00	462.00	-42.00	4/4/2014
1062877	30310	4/30/2012	510.00	510.00		7/10/2012
1062878	30310	4/30/2012	258.00	258.00		8/1/2012
1062879	30310	4/30/2012	267.00	233.51	33.49	11/4/2016
1062888	30310	5/1/2012	90.00		90.00	
1062889	30310	5/1/2012	12.00		12.00	
1062890	30310	5/1/2012				
1062891	30310	5/1/2012	1275.00	1248.00	27.00	10/17/2016
1062892	30310	5/1/2012	121.00	121.00		10/2/2012
1062922	30310	5/1/2012	62.00		62.00	
1062923	30310	5/1/2012				

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1064189	30310	5/4/2012	682.00	682.00		5/17/2013
1064190	30310	5/4/2012	160.00		160.00	
1064191	30310	5/4/2012	488.00	480.00	8.00	11/26/2014
1064192	30310	5/4/2012	424.00	212.90	211.10	6/12/2013
1064193	30310	5/4/2012	90.00	87.00	3.00	6/5/2012
1064194	30310	5/4/2012	312.00		312.00	
1064195	30310	5/4/2012	1989.00	1358.12	630.88	5/6/2014
1064196	30310	5/4/2012	1668.00	1668.00		3/20/2013
1064213	30310	5/7/2012	970.00		970.00	
1064214	30310	5/7/2012	198.00	120.59	77.41	10/14/2016
1064215	30310	5/7/2012	220.00		220.00	
1064216	30310	5/7/2012	90.01	128.00		8/27/2012
1064217	30310	5/7/2012	1594.00		1594.00	
1064218	30310	5/7/2012	124.00	124.00	-28.00	3/21/2014
1064236	30310	5/7/2012	360.00	360.00		8/28/2012
1064238	30310	5/7/2012	90.00	90.00		2/4/2013
1064239	30310	5/7/2012	780.00	780.00		5/17/2013
1064240	30310	5/7/2012	90.00	90.00		8/20/2012
1064241	30310	5/7/2012	150.00		150.00	
1064244	30310	5/8/2012	1674.00		1674.00	
1064245	30310	5/8/2012	180.00	180.00		4/6/2016
1064322	30310	5/8/2012	174.00		174.00	
1064323	30310	5/8/2012	900.00	510.00	390.00	8/6/2012
1064324	30310	5/8/2012	12.00		12.00	
1064343	30310	5/9/2012	18.00		18.00	
1064344	30310	5/9/2012	1020.00	1020.00		7/2/2012
1064345	30310	5/9/2012	48.00	48.00		10/14/2016
1064430	30310	5/14/2012	3315.00	3315.00		4/28/2014
1064434	30310	5/14/2012	2125.00	34.00	2091.00	3/30/2016
1064435	30310	5/14/2012	212.00		212.00	
1064436	30310	5/14/2012	969.00	969.00		3/5/2013
1064512	30310	5/17/2012	888.00	888.00		10/11/2013
1064516	30310	5/17/2012	54.00		54.00	
1064517	30310	5/17/2012	64.00	64.00		8/15/2012
1064519	30310	5/17/2012	45.00	34.84	10.16	5/13/2014
1064522	30310	5/17/2012	228.00		228.00	
1064574	30310	5/21/2012	462.00	132.00	330.00	8/6/2012
1064646	30310	5/23/2012	374.00	374.00		4/30/2013
1064672	30310	5/24/2012	504.00		504.00	
1064673	30310	5/24/2012	820.00	810.00	10.00	7/16/2015
1064675	30310	5/24/2012	32.00	3.14	28.86	8/30/2016
1064676	30310	5/24/2012	192.00	192.00		3/20/2013
1064677	30310	5/24/2012	60.00	60.00		2/20/2014
1064772	30310	6/1/2012	51.00	51.00		9/21/2012
1064774	30310	6/1/2012	186.00	186.00		10/10/2012
1064775	30310	6/1/2012	588.00	588.00		3/8/2013
1064776	30310	6/1/2012	102.00	102.00		8/14/2012
1064777	30310	6/1/2012	230.00		230.00	
1064778	30310	6/1/2012	349.00	349.00		8/30/2012
1064779	30310	6/1/2012	116.00		116.00	
1064866	30310	6/4/2012	56.00		56.00	
1064868	30310	6/4/2012	120.00	120.00		6/12/2012
1064869	30310	6/4/2012	172.00	42.00	130.00	8/27/2012
1064870	30310	6/4/2012	124.00		124.00	
1064871	30310	6/4/2012	68.00		68.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1066034	30310	6/4/2012	856.00	856.00		5/28/2015
1066035	30310	6/4/2012	146.00	50.00	96.00	10/11/2012
1066037	30310	6/4/2012	92.00		92.00	
1066038	30310	6/4/2012	2960.00	510.00	2450.00	6/2/2016
1066039	30310	6/4/2012	546.00		546.00	
1066118	30310	6/6/2012	175.00		175.00	
1066119	30310	6/6/2012	270.00		270.00	
1066227	30310	6/12/2012	60.00		60.00	
1066228	30310	6/12/2012	273.00		273.00	
1066281	30310	6/13/2012	38.00		38.00	
1066283	30310	6/13/2012	1710.00	1710.00		10/20/2014
1066285	30310	6/13/2012	235.00	130.00	105.00	2/22/2013
1066286	30310	6/13/2012	1670.00		1670.00	
1066287	30310	6/13/2012	664.01	664.01		1/13/2017
1066404	30310	6/20/2012	565.50	560.00	5.50	3/20/2013
1066458	30310	6/25/2012	104.00	104.00		6/17/2013
1066459	30310	6/25/2012	728.00	728.00		11/10/2014
1066461	30310	6/25/2012	920.00		920.00	
1066464	30310	6/25/2012	40.00	40.00		9/22/2016
1066468	30310	6/25/2012	483.00		483.00	
1066517	30310	6/28/2012	5032.00	5032.00		9/4/2014
1066518	30310	6/28/2012	264.00		264.00	
1066520	30310	6/28/2012	1344.00	1344.00		4/29/2016
1066521	30310	6/28/2012				
1066590	30310	7/2/2012	30.00		30.00	
1066607	30310	7/2/2012	448.00	280.00	168.00	5/17/2013
1066608	30310	7/2/2012	42.00		42.00	
1066609	30310	7/2/2012	140.00		140.00	
1067744	30310	7/3/2012	2268.00		2268.00	
1067745	30310	7/3/2012	560.00		560.00	
1067746	30310	7/3/2012	540.00	6.49	533.51	1/9/2014
1067748	30310	7/3/2012	62.00		62.00	
1067749	30310	7/3/2012	122.00	122.00		11/14/2013
1067750	30310	7/3/2012	120.00		120.00	
1067751	30310	7/3/2012	60.00		60.00	
1067752	30310	7/3/2012	270.00	270.00		8/30/2013
1067753	30310	7/3/2012	1513.00	199.37	1313.63	9/20/2016
1067754	30310	7/3/2012	255.00	255.00		8/17/2012
1067909	30310	7/11/2012	294.00	22.20	271.80	8/30/2016
1067910	30310	7/11/2012	498.00		498.00	
1067911	30310	7/11/2012	4.00		4.00	
1068010	30310	7/16/2012	1296.00	1296.00		5/17/2013
1068011	30310	7/16/2012	1440.00	1440.00		1/13/2016
1068012	30310	7/16/2012	74.00	74.00		10/9/2012
1068013	30310	7/16/2012	180.00		180.00	
1068014	30310	7/16/2012	434.00		434.00	
1068016	30310	7/16/2012	1530.00	1530.00		9/23/2013
1068017	30310	7/16/2012	510.00	510.00		10/1/2012
1068019	30310	7/16/2012	782.00	782.00		2/11/2014
1068226	30310	7/25/2012	116.00	116.00		3/21/2014
1068229	30310	7/25/2012	212.00	212.00		9/20/2016
1069702	30310	8/17/2012	276.00	91.49	184.51	6/4/2015
1069704	30310	8/17/2012	8.00	8.00		1/20/2015
1069705	30310	8/17/2012	184.00		184.00	
1069706	30310	8/17/2012	40.00		40.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1069707	30310	8/17/2012	2686.00		2686.00	
1069709	30310	8/17/2012	372.00	309.30	62.70	9/14/2016
1069711	30310	8/17/2012	138.00		138.00	
1069712	30310	8/17/2012	260.00	260.00		12/20/2012
1069714	30310	8/17/2012	320.00	320.00		4/9/2014
1069715	30310	8/17/2012	30.00		30.00	
1069717	30310	8/17/2012	601.00	601.00		6/10/2016
1069718	30310	8/17/2012	81.00	81.00		10/10/2012
1069719	30310	8/17/2012	558.00	63.00	495.00	10/3/2012
1069729	30310	8/20/2012	1375.00	1375.00		4/15/2013
1069759	30310	8/21/2012	578.00	578.00		6/22/2016
1069760	30310	8/21/2012	180.00	180.00		4/17/2015
1069840	30310	8/28/2012	64.00		64.00	
1069841	30310	8/28/2012	222.00	30.00	192.00	9/10/2012
1069846	30310	8/28/2012	2074.00	2074.00		1/22/2015
1069847	30310	8/28/2012	728.00	728.00		10/14/2015
1069849	30310	8/28/2012	510.00	510.00		10/25/2012
1069850	30310	8/28/2012	56.00	56.00		8/14/2013
1069851	30310	8/28/2012	60.00	0.85	59.15	1/13/2014
1069852	30310	8/28/2012	174.00	174.00		2/20/2014
1069853	30310	8/28/2012	120.00		120.00	
1069854	30310	8/28/2012	1020.00		1020.00	
1069857	30310	8/29/2012	1462.00	998.50	463.50	3/30/2016
1069858	30310	8/29/2012	906.00	906.00		11/26/2014
1069864	30310	8/29/2012	1610.00	1499.90		1/20/2017
1069866	30310	8/29/2012	490.00		490.00	
1069869	30310	8/29/2012	472.00	472.00		3/28/2014
1069870	30310	8/29/2012	118.00		118.00	
1069871	30310	8/29/2012	58.00		58.00	
1069875	30310	8/29/2012	255.00		255.00	
1071156	30310	9/6/2012	1520.00		1520.00	
1071193	30310	9/10/2012	1054.00		1054.00	
1071194	30310	9/10/2012	124.01	124.01		11/29/2012
1071195	30310	9/10/2012	130.00	130.00		10/30/2014
1071196	30310	9/10/2012	246.00	210.00	36.00	8/6/2013
1071197	30310	9/10/2012	70.00		70.00	
1071198	30310	9/10/2012	542.01	542.01		9/29/2014
1071214	30310	9/10/2012	384.01	384.01		3/21/2014
1071215	30310	9/10/2012	364.00		364.00	
1071216	30310	9/10/2012	94.00	1.53	92.47	2/10/2015
1071217	30310	9/10/2012	18.00	18.00		9/17/2012
1071219	30310	9/10/2012	650.00		650.00	
1071220	30310	9/10/2012	270.00	160.16	109.84	5/13/2014
1071221	30310	9/10/2012	188.00	188.00		5/21/2014
1071222	30310	9/10/2012	3145.00	2300.00	845.00	10/11/2016
1071223	30310	9/10/2012	64.01	64.01		12/23/2013
1071224	30310	9/10/2012	1920.00	275.00	1645.00	6/15/2015
1071268	30310	9/11/2012	180.00	180.00		5/25/2016
1071269	30310	9/11/2012	340.00		340.00	
1071270	30310	9/11/2012	847.00		847.00	
1071271	30310	9/11/2012	88.00	88.00		11/12/2015
1071273	30310	9/11/2012	1578.00	154.10	1423.90	8/30/2016
1071274	30310	9/11/2012	164.00		164.00	
1071275	30310	9/11/2012	72.00		72.00	
1071537	30310	9/21/2012	390.00		390.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1071538	30310	9/21/2012	1836.00	1836.00		9/17/2013
1071539	30310	9/21/2012	60.00	60.00		6/22/2016
1071540	30310	9/21/2012	474.00	346.00	128.00	5/23/2016
1071542	30310	9/21/2012	300.00		300.00	
1071543	30310	9/21/2012	64.00		64.00	
1071544	30310	9/21/2012	138.00	138.00		9/23/2015
1071545	30310	9/21/2012	186.00		186.00	
1071547	30310	9/21/2012	574.00		574.00	
1073155	30310	10/8/2012	96.00	25.00	71.00	10/17/2012
1073156	30310	10/8/2012	370.00	370.00		4/28/2014
1073157	30310	10/8/2012	111.00	77.00	34.00	10/31/2012
1073158	30310	10/8/2012	510.00	510.00		10/2/2013
1073159	30310	10/8/2012	195.00	195.00		10/20/2015
1073160	30310	10/8/2012	96.00	96.00		5/15/2013
1073161	30310	10/8/2012	180.00		180.00	
1073163	30310	10/8/2012	1148.00	1148.00		4/28/2015
1073164	30310	10/8/2012	765.00	765.00		9/14/2016
1073234	30310	10/9/2012	756.00		756.00	
1073288	30310	10/11/2012	202.00		202.00	
1073289	30310	10/11/2012	528.00	528.00		6/13/2013
1073290	30310	10/11/2012	58.00		58.00	
1073291	30310	10/11/2012	44.00		44.00	
1073357	30310	10/12/2012	170.00	1.18	168.82	2/18/2016
1074972	30310	11/2/2012	976.00	976.00		5/12/2016
1074973	30310	11/2/2012	60.00	51.95	8.05	4/28/2015
1074974	30310	11/2/2012	184.00	90.00	94.00	1/13/2015
1074975	30310	11/2/2012	510.00	510.00		11/6/2012
1074976	30310	11/2/2012	527.00	527.00		1/4/2013
1074977	30310	11/2/2012	400.00		400.00	
1074978	30310	11/2/2012	799.00		799.00	
1074979	30310	11/2/2012	52.00		52.00	
1074980	30310	11/2/2012	6.00		6.00	
1074981	30310	11/2/2012	62.00		62.00	
1074983	30310	11/2/2012	216.00		216.00	
1074985	30310	11/2/2012	563.00		563.00	
1074986	30310	11/2/2012	2150.00	1700.00	450.00	10/17/2016
1074987	30310	11/2/2012	198.00	194.00	4.00	3/21/2014
1074989	30310	11/2/2012	60.00	60.00		12/17/2012
1074990	30310	11/2/2012	153.00	89.23	63.77	12/8/2016
1074991	30310	11/2/2012	4.00		4.00	
1074992	30310	11/2/2012	1037.00		1037.00	
1074993	30310	11/2/2012	122.00	60.00	62.00	12/21/2012
1074995	30310	11/2/2012	64.00		64.00	
1074997	30310	11/2/2012	1564.00	1564.00		4/15/2014
1074999	30310	11/2/2012	154.00	154.00		9/12/2014
1075000	30310	11/2/2012	440.00		440.00	
1075001	30310	11/2/2012	285.00		285.00	
1075002	30310	11/2/2012	20.00		20.00	
1075029	30310	11/5/2012	278.00	134.04	139.83	1/5/2017
1075034	30310	11/5/2012	1785.00	1785.00		6/2/2014
1075036	30310	11/5/2012	108.00	108.00		2/18/2014
1075049	30310	11/5/2012	14.00	14.00		1/8/2013
1075050	30310	11/5/2012	280.00	280.00		2/5/2013
1075138	30310	11/7/2012	992.00	992.00		1/28/2016
1075140	30310	11/7/2012	62.00	62.00		4/28/2014

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1075141	30310	11/7/2012	984.00	695.92	288.08	10/12/2016
1075142	30310	11/7/2012	260.00	122.00	138.00	3/6/2013
1075143	30310	11/7/2012	122.00	122.00		2/11/2013
1075145	30310	11/7/2012	1440.00	1100.00	340.00	10/19/2016
1075147	30310	11/7/2012	1006.00		1006.00	
1075151	30310	11/7/2012	182.00		182.00	
1075154	30310	11/7/2012	1727.00	1727.00		4/8/2015
1075155	30310	11/7/2012	190.00		190.00	
1075156	30310	11/7/2012	56.00		56.00	
1075157	30310	11/7/2012	24.00		24.00	
1075158	30310	11/7/2012	272.00	272.00		3/21/2014
1075159	30310	11/7/2012	190.00	190.00		7/5/2016
1075214	30310	11/8/2012	58.00		58.00	
1075415	30310	11/16/2012	340.00	340.00		11/25/2014
1075443	30310	11/16/2012	1360.00	1360.00		6/13/2014
1075451	30310	11/16/2012	510.00	510.00		1/16/2013
1075452	30310	11/16/2012	465.00	465.00		5/27/2015
1075453	30310	11/16/2012	1004.00	1004.00		4/10/2014
1075534	30310	11/20/2012	1160.00		1160.00	
1075535	30310	11/20/2012	1520.00		1520.00	
1076994	30310	12/4/2012	166.00	166.00		9/21/2016
1077006	30310	12/4/2012	56.00	56.00		10/7/2013
1077007	30310	12/4/2012	396.00		396.00	
1077008	30310	12/4/2012	206.00	20.00	186.00	5/24/2013
1077009	30310	12/4/2012	326.00	142.00	184.00	5/11/2015
1077033	30310	12/5/2012	138.00		138.00	
1077034	30310	12/5/2012	700.00		700.00	11/20/2012
1077076	30310	12/6/2012	17.00		17.00	
1077078	30310	12/6/2012	2601.00	1197.00	1404.00	6/21/2016
1077079	30310	12/6/2012	126.00		126.00	
1077080	30310	12/6/2012	360.00	360.00		8/20/2014
1077081	30310	12/6/2012	118.00	118.00		5/1/2013
1077096	30310	12/6/2012	720.01	720.01		4/11/2013
1077099	30310	12/6/2012	651.00		651.00	
1077100	30310	12/6/2012	567.01	567.01		3/20/2014
1077102	30310	12/6/2012	730.00	730.00		4/12/2013
1077104	30310	12/6/2012	305.00		305.00	
1077106	30310	12/6/2012	232.00		232.00	
1077116	30310	12/6/2012	51.00		51.00	
1077646	30310	12/28/2012	714.00		714.00	
1077649	30310	12/28/2012	72.00	72.00		6/18/2014
1077652	30310	12/28/2012	2026.00	1562.21	463.79	4/26/2016
1077655	30310	12/28/2012	399.00	120.00	279.00	6/5/2013
1077659	30310	12/28/2012	464.00	464.00		4/25/2013
1077673	30310	12/28/2012	196.00	196.00		2/20/2014
1077717	30310	1/2/2013	324.00	193.00	131.00	5/19/2014
1077718	30310	1/2/2013	252.00	252.00		9/12/2013
1077719	30310	1/2/2013	168.00		168.00	
1077720	30310	1/2/2013	833.00		833.00	
1077721	30310	1/2/2013	360.00		360.00	
1077722	30310	1/2/2013	102.00	102.00		1/24/2014
1077723	30310	1/2/2013	250.00	250.00		11/6/2015
1078883	30310	1/3/2013	290.00	240.00		10/7/2013
1078884	30310	1/3/2013	651.00	5.49	645.51	7/28/2016
1078887	30310	1/3/2013	153.00		153.00	

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1078889	30310	1/3/2013	1734.00	400.00	1334.00	11/15/2013
1078890	30310	1/3/2013	300.00	300.00		4/8/2014
1078892	30310	1/3/2013	720.00	720.00		3/28/2014
1078968	30310	1/8/2013	136.00	136.00		6/19/2014
1078991	30310	1/9/2013	6.00		6.00	
1079325	30310	1/22/2013	222.00		222.00	
1079331	30310	1/22/2013	462.00	462.00		9/4/2013
1079332	30310	1/22/2013	136.00	136.00		5/31/2013
1079336	30310	1/23/2013	1050.00	1050.00		2/29/2016
1079357	30310	1/23/2013	510.00		510.00	
1079364	30310	1/23/2013	2172.01	2172.01		11/15/2013
1079368	30310	1/23/2013	1530.00	1530.00		7/31/2013
1079369	30310	1/23/2013	345.00		345.00	
1079371	30310	1/23/2013	887.00	887.00		12/4/2013
1079372	30310	1/23/2013	32.00		32.00	
1080811	30310	2/7/2013	30.00		30.00	
1080812	30310	2/7/2013	1037.00	1037.00		4/17/2013
1080813	30310	2/7/2013	36.00		36.00	
1080816	30310	2/7/2013	418.00		418.00	
1080817	30310	2/7/2013	516.00		516.00	
1080818	30310	2/7/2013	480.00	480.00		3/30/2016
1080820	30310	2/7/2013	527.00		527.00	
1080821	30310	2/7/2013	1547.00		1547.00	
1080822	30310	2/7/2013	156.00	101.64	54.36	11/9/2016
1080824	30310	2/7/2013	170.00		170.00	
1080825	30310	2/7/2013	154.00	154.00		5/31/2013
1081087	30310	2/20/2013	915.00	915.00		1/13/2017
1081088	30310	2/20/2013	70.00	70.00		6/9/2015
1081089	30310	2/20/2013				
1081090	30310	2/20/2013	60.00	55.64	4.36	10/14/2016
1081097	30310	2/20/2013	792.00	792.00		7/19/2016
1081098	30310	2/20/2013	54.00		54.00	
1081100	30310	2/20/2013	1710.00	1075.00	635.00	7/5/2016
1081101	30310	2/20/2013	1309.00	1309.00		3/13/2014
1081102	30310	2/20/2013	210.00	210.00		3/21/2014
1081105	30310	2/21/2013	1190.00		1190.00	
1081106	30310	2/21/2013	1139.00		1139.00	
1081107	30310	2/21/2013	234.00	69.00	165.00	11/15/2013
1081108	30310	2/21/2013	250.00		250.00	
1081109	30310	2/21/2013	315.00	315.00		3/21/2014
1081110	30310	2/21/2013	308.00	298.00	10.00	1/13/2014
1081111	30310	2/21/2013	32.00		32.00	
1081112	30310	2/21/2013	28.00		28.00	
1081153	30310	2/25/2013	544.00	544.00	-21.10	2/9/2017
1081154	30310	2/25/2013	1037.00		1037.00	
1081155	30310	2/25/2013	765.00	765.00		5/17/2013
1081157	30310	2/25/2013	62.00	62.00		4/23/2013
1081158	30310	2/25/2013	308.00		308.00	
1081159	30310	2/25/2013	60.00		60.00	
1081161	30310	2/25/2013	58.00	58.00		4/22/2013
1081162	30310	2/25/2013	180.00	180.00		5/3/2016
1081171	30310	2/25/2013	62.00	62.00		4/19/2013
1081172	30310	2/25/2013	2669.00		2669.00	
1082748	30310	3/13/2013	16.00		16.00	
1082875	30310	3/19/2013				

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1083029	30310	3/28/2013	150.00	150.00		8/6/2015
1083033	30310	3/28/2013	30.01	30.01		9/25/2013
1083034	30310	3/28/2013	147.00	147.00		5/23/2016
1083035	30310	3/28/2013	1694.01	1694.01		3/21/2014
1083049	30310	3/29/2013	192.00		192.00	
1083053	30310	3/29/2013	50.00		50.00	
1083056	30310	3/29/2013	238.01	238.01		5/13/2013
1083081	30310	4/1/2013	273.00	273.00		8/26/2013
1083082	30310	4/1/2013	186.00	186.00		1/13/2017
1083086	30310	4/1/2013	510.00	245.00	265.00	4/24/2015
1084332	30310	4/2/2013	728.00		728.00	
1084352	30310	4/3/2013	1843.00		1843.00	
1084355	30310	4/3/2013	2040.00	1920.00	120.00	10/24/2016
1084357	30310	4/3/2013	806.00	806.00		3/21/2016
1084359	30310	4/3/2013	4504.00	1140.00	3364.00	8/8/2016
1084360	30310	4/3/2013	527.00	527.00		5/21/2013
1084361	30310	4/3/2013	1624.00	1624.00		1/27/2014
1084363	30310	4/3/2013	4148.00	50.00	4098.00	2/7/2014
1084365	30310	4/3/2013	394.00		394.00	
1084366	30310	4/3/2013	374.00	374.00		5/3/2013
1084368	30310	4/3/2013	1054.00	1054.00		6/25/2013
1084406	30310	4/4/2013	306.00	306.00		1/5/2015
1084408	30310	4/4/2013	1547.00		1547.00	
1084411	30310	4/4/2013	284.00		284.00	
1084453	30310	4/5/2013	1350.00	1350.00		7/26/2013
1084457	30310	4/5/2013	234.00		234.00	
1084462	30310	4/5/2013	1875.00	1875.00		12/18/2015
1084466	30310	4/5/2013	986.00	986.00	-1.00	7/3/2014
1084467	30310	4/5/2013	1993.00	234.00	1759.00	7/8/2014
1084468	30310	4/5/2013	1071.01	1071.01		12/11/2013
1084469	30310	4/5/2013	2057.00	710.00	1347.00	10/11/2016
1084470	30310	4/5/2013	456.00		456.00	
1084471	30310	4/5/2013	102.01	102.01		4/29/2014
1084472	30310	4/5/2013	114.00	114.00		8/1/2013
1084473	30310	4/5/2013	2550.00	2550.00		1/26/2015
1084474	30310	4/5/2013	615.00	615.00		8/21/2014
1084477	30310	4/5/2013	288.00	288.00		11/27/2013
1084479	30310	4/5/2013	536.00		536.00	
1084551	30310	4/9/2013	333.00	2.81	330.19	7/28/2016
1084552	30310	4/9/2013	406.00		406.00	
1084553	30310	4/9/2013	164.00	10.13	153.87	6/24/2014
1084554	30310	4/9/2013	144.00	144.00		4/6/2016
1084624	30310	4/12/2013	255.00		255.00	
1086000	30310	5/3/2013	1070.00	1070.00		4/21/2016
1086092	30310	5/7/2013	1734.00	1734.00		2/4/2015
1086093	30310	5/7/2013	2144.00	2144.00		8/19/2016
1086097	30310	5/7/2013	162.01	162.01		2/5/2014
1086103	30310	5/8/2013	20.00		20.00	
1086104	30310	5/8/2013	1054.00	922.00	132.00	2/17/2015
1086109	30310	5/8/2013	984.00	984.00		3/19/2015
1086111	30310	5/8/2013	1983.00	1983.00		7/29/2015
1086112	30310	5/8/2013	273.00		273.00	
1086130	30310	5/8/2013	17.01	17.01		5/22/2013
1086136	30310	5/8/2013	1054.00	1054.00		10/28/2013
1086137	30310	5/8/2013	350.00	350.00		9/30/2014

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1086143	30310	5/8/2013	1360.00	899.51	460.49	11/2/2016
1086144	30310	5/8/2013	60.00		60.00	
1086147	30310	5/8/2013	833.01	833.01		6/30/2014
1086153	30310	5/8/2013	134.00		134.00	
1086154	30310	5/8/2013	2227.00		2227.00	
1086155	30310	5/8/2013	84.00		84.00	
1086156	30310	5/8/2013	1105.00		1105.00	
1086157	30310	5/8/2013	178.01	176.01		9/6/2013
1086159	30310	5/8/2013	20.00	20.00		5/22/2013
1086158	30310	5/9/2013	128.00	56.21	71.79	11/9/2016
1086166	30310	5/9/2013	1479.00	1479.00		1/7/2014
1086167	30310	5/9/2013	120.00		120.00	
1086168	30310	5/9/2013	290.00		290.00	
1086169	30310	5/9/2013	58.00		58.00	
1086170	30310	5/9/2013	1520.00		1520.00	
1086363	30310	5/22/2013	1088.00	1088.00		8/16/2013
1086364	30310	5/22/2013	136.00		136.00	
1086365	30310	5/22/2013	238.00		238.00	
1086366	30310	5/22/2013	969.00		969.00	
1086367	30310	5/22/2013	297.00	297.00		6/30/2014
1086403	30310	5/23/2013	42.00		42.00	
1086412	30310	5/23/2013	121.00	121.00		6/22/2016
1086413	30310	5/23/2013	680.00	680.00		5/19/2014
1086414	30310	5/23/2013	342.00		342.00	
1086415	30310	5/23/2013	561.00		561.00	
1086416	30310	5/23/2013	451.00	451.00		4/28/2014
1086456	30310	5/28/2013	184.00	184.00		6/22/2016
1086457	30310	5/28/2013	56.00	56.00		4/5/2016
1086458	30310	5/28/2013	120.00	120.00		5/5/2014
1086459	30310	5/28/2013	180.00		180.00	2/7/2014
1086461	30310	5/28/2013	160.00		160.00	
1086503	30310	5/29/2013	1020.00	1020.00		11/25/2014
1086504	30310	5/29/2013	194.00	194.00		7/24/2014
1086506	30310	5/29/2013	291.00	291.00		4/1/2014
1086508	30310	5/29/2013	0.01			
1086509	30310	5/29/2013	391.00		391.00	
1086510	30310	5/29/2013	152.00		152.00	
1086529	30310	5/30/2013	118.00	92.00	26.00	10/1/2013
1086538	30310	6/3/2013	106.00		106.00	
1086540	30310	6/3/2013	120.00	120.00		9/25/2013
1086544	30310	6/3/2013	1635.00	1635.00		9/4/2014
1087626	30310	6/4/2013	680.00	680.00		7/2/2014
1087642	30310	6/4/2013	1520.00		1520.00	
1087651	30310	6/5/2013	452.00	151.00	301.00	3/30/2016
1087667	30310	6/5/2013	306.00	306.00		3/24/2014
1087668	30310	6/5/2013	360.00		360.00	
1087669	30310	6/5/2013	374.00		374.00	
1087670	30310	6/5/2013	2210.00	2110.00	100.00	5/2/2016
1087671	30310	6/5/2013	56.00	56.00		10/16/2013
1087672	30310	6/5/2013	726.00	372.00	354.00	5/20/2015
1087673	30310	6/5/2013	328.00	25.00	303.00	8/5/2013
1087674	30310	6/5/2013	1620.00		1620.00	
1087675	30310	6/5/2013	254.00		254.00	
1087676	30310	6/5/2013	1292.00	1292.00		11/10/2014
1087677	30310	6/5/2013	32.00		32.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1087678	30310	6/5/2013	92.01	92.01		5/19/2014
1087679	30310	6/5/2013	204.00	75.00	129.00	8/28/2014
1087681	30310	6/5/2013	189.00	189.00		5/3/2016
1087682	30310	6/5/2013	390.00		390.00	
1087683	30310	6/5/2013	1559.00		1559.00	
1087701	30310	6/6/2013	184.00	184.00		5/27/2015
1087708	30310	6/6/2013	1156.00		1156.00	
1087724	30310	6/6/2013	1020.00	1020.00		8/30/2013
1087726	30310	6/6/2013	105.00	77.00		9/30/2013
1087729	30310	6/6/2013	510.00		510.00	
1087733	30310	6/6/2013	239.00	239.00		1/9/2014
1087734	30310	6/6/2013	1479.00		1479.00	
1087834	30310	6/11/2013	120.00		120.00	
1087835	30310	6/12/2013	1207.00	1034.00	173.00	10/21/2014
1087836	30310	6/12/2013	170.00	170.00		10/23/2014
1087837	30310	6/12/2013	1264.00	1264.00		3/3/2014
1087850	30310	6/12/2013	1615.00	356.00	1259.00	9/11/2014
1087851	30310	6/12/2013	3060.00	3060.00		9/21/2015
1087852	30310	6/12/2013	556.00		556.00	
1087854	30310	6/12/2013	110.00		110.00	
1087864	30310	6/13/2013	174.00	174.00		5/20/2015
1087883	30310	6/13/2013	1071.00	1071.00		10/23/2013
1088048	30310	6/19/2013	969.00		969.00	
1088049	30310	6/19/2013				
1088050	30310	6/19/2013	935.00		935.00	
1088080	30310	6/20/2013	63.00	63.00		5/12/2016
1088081	30310	6/20/2013	510.00		510.00	
1088082	30310	6/20/2013	64.00	64.00		3/21/2014
1088083	30310	6/20/2013	24.00		24.00	
1088085	30310	6/20/2013	126.00		126.00	
1088087	30310	6/20/2013	274.00		251.58	12/12/2016
1088089	30310	6/20/2013	660.00	660.00		4/29/2014
1088090	30310	6/20/2013	120.00	120.00		12/17/2013
1088196	30310	6/26/2013	752.00	752.00		6/5/2014
1088198	30310	6/26/2013	186.00	186.00		4/7/2014
1088200	30310	6/26/2013	148.00	148.00		2/28/2014
1088201	30310	6/26/2013	1062.00	556.00	506.00	6/10/2014
1088202	30310	6/26/2013	1054.00	1054.00		4/28/2014
1088203	30310	6/26/2013	222.00	222.00		2/20/2014
1088206	30310	6/27/2013	408.00	408.00		7/9/2014
1088270	30310	7/2/2013	510.00		510.00	
1088274	30310	7/2/2013	74.00		74.00	
1089449	30310	7/2/2013	1054.00	1054.00		3/12/2014
1089451	30310	7/2/2013	720.00	487.00	233.00	3/30/2016
1089452	30310	7/2/2013	2040.00	2040.00		3/4/2015
1089453	30310	7/2/2013	8.00		8.00	
1089454	30310	7/2/2013	124.00	124.00		5/2/2016
1089455	30310	7/2/2013	86.00		86.00	
1089456	30310	7/2/2013	312.00	312.00		6/27/2014
1089742	30310	7/16/2013	258.00		258.00	
1089776	30310	7/16/2013	986.00	986.00		9/19/2014
1089778	30310	7/16/2013	106.00	106.00		10/30/2013
1089786	30310	7/17/2013	60.00		60.00	
1089801	30310	7/17/2013	1156.00		1156.00	
1089803	30310	7/17/2013	90.00	58.00		8/15/2013

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1089804	30310	7/17/2013	48.00	48.00		10/3/2013
1089806	30310	7/17/2013	204.00		204.00	
1089807	30310	7/17/2013	960.00	389.74	570.26	12/9/2016
1089945	30310	7/24/2013	1520.00		1520.00	
1089997	30310	7/26/2013	72.00	72.00		10/16/2013
1090005	30310	7/26/2013	56.00		56.00	
1090006	30310	7/26/2013	919.00	919.00		12/20/2013
1090013	30310	7/29/2013	120.00	120.00		10/24/2013
1090014	30310	7/29/2013	477.00	305.00	172.00	2/23/2016
1090022	30310	7/29/2013	217.00	217.00		1/10/2014
1090024	30310	7/29/2013	840.00	829.00	11.00	10/16/2014
1090025	30310	7/29/2013	644.00	493.00	151.00	2/19/2015
1090026	30310	7/29/2013	144.00		144.00	
1090027	30310	7/29/2013	100.00	100.00		5/27/2015
1090028	30310	7/29/2013	510.00		510.00	
1090044	30310	7/30/2013	2865.00		2865.00	
1090046	30310	7/30/2013	86.00	86.00		12/9/2014
1091233	30310	8/6/2013	112.00		112.00	
1091234	30310	8/6/2013	69.00	69.00		10/20/2016
1091235	30310	8/6/2013	64.00		64.00	
1091236	30310	8/6/2013	429.00	429.00		1/27/2014
1091238	30310	8/6/2013	1445.00		1445.00	
1091241	30310	8/6/2013	188.00	188.00		6/22/2016
1091243	30310	8/6/2013	1037.00		1037.00	
1091244	30310	8/6/2013	48.00		48.00	
1091403	30310	8/15/2013	522.00	522.00		1/27/2015
1091416	30310	8/15/2013	966.00	966.00		1/9/2015
1091417	30310	8/15/2013	272.00	272.00		6/17/2014
1091418	30310	8/15/2013	656.00	656.00		10/19/2016
1091419	30310	8/15/2013	310.00	310.00		3/30/2016
1091420	30310	8/15/2013	360.00		360.00	
1091421	30310	8/15/2013	188.00	188.00		4/14/2014
1091439	30310	8/16/2013	569.50	569.50		6/23/2014
1091440	30310	8/16/2013	60.00		60.00	
1091644	30310	8/27/2013	136.00	36.00	100.00	10/14/2014
1091646	30310	8/27/2013	40.00		40.00	
1091650	30310	8/28/2013	62.00	20.00	42.00	3/19/2015
1091652	30310	8/28/2013	0.01			
1091655	30310	8/28/2013	0.01			
1091658	30310	8/28/2013	180.00	180.00		3/21/2014
1091659	30310	8/28/2013	1037.00	1037.00		12/10/2013
1091664	30310	8/28/2013	794.00	794.00		10/6/2015
1091667	30310	8/28/2013				
1093026	30310	9/9/2013	215.00	215.00		12/18/2015
1093027	30310	9/9/2013	22.00		22.00	
1093028	30310	9/9/2013	160.00	160.00		3/19/2014
1093044	30310	9/10/2013	60.00	60.00		2/5/2014
1093045	30310	9/10/2013	1547.00		1547.00	
1093046	30310	9/10/2013	192.00		192.00	
1093047	30310	9/10/2013	220.00	110.00		1/5/2017
1093109	30310	9/12/2013	476.00	476.00		2/3/2015
1093133	30310	9/13/2013	480.00	480.00		3/31/2014
1093135	30310	9/13/2013	960.00	833.00	127.00	3/30/2016
1093136	30310	9/13/2013	578.00	578.00		7/9/2014
1093157	30310	9/13/2013	392.00		392.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1093229	30310	9/18/2013	14.01	14.01		10/24/2013
1093256	30310	9/19/2013	924.00	924.00	-372.03	3/1/2017
1093257	30310	9/19/2013	30.00	30.00		10/23/2013
1093258	30310	9/19/2013	510.00		510.00	
1093275	30310	9/19/2013	162.00	151.35	10.65	11/9/2016
1093280	30310	9/19/2013	128.00	128.00		12/18/2013
1093313	30310	9/19/2013	188.00		188.00	
1093329	30310	9/20/2013	1054.00	1054.00		4/3/2014
1093330	30310	9/20/2013	82.00	21.59	60.41	4/6/2016
1093331	30310	9/20/2013	108.00		108.00	
1093443	30310	9/26/2013	420.00		420.00	
1093445	30310	9/26/2013	38.00	11.51	25.54	1/24/2017
1093446	30310	9/26/2013	60.00		60.00	
1093447	30310	9/26/2013	15.00		15.00	
1094513	30310	10/7/2013	190.00	190.00		3/2/2015
1094514	30310	10/7/2013	76.00	76.00		6/11/2014
1094515	30310	10/7/2013	180.00		180.00	
1094516	30310	10/7/2013	180.00		180.00	
1094518	30310	10/7/2013	128.00	128.00		1/15/2014
1094519	30310	10/7/2013	234.00	139.00	38.00	4/1/2014
1094520	30310	10/7/2013	170.00		170.00	
1094521	30310	10/7/2013	208.00	208.00		6/18/2014
1094522	30310	10/7/2013	116.00		116.00	
1094523	30310	10/8/2013	116.00	50.97	65.03	11/9/2016
1094524	30310	10/8/2013	1003.00		1003.00	
1094552	30310	10/8/2013	918.00	435.00	483.00	5/23/2016
1094557	30310	10/8/2013	138.00		138.00	
1094558	30310	10/8/2013	278.00		278.00	
1094559	30310	10/8/2013	280.00		280.00	
1094560	30310	10/8/2013	306.00	49.38	256.62	9/15/2014
1094561	30310	10/8/2013	1853.00		1853.00	
1094563	30310	10/8/2013	180.00	180.00		1/23/2014
1094568	30310	10/8/2013	14.00		14.00	
1094729	30310	10/14/2013	142.00		142.00	
1094905	30310	10/23/2013	467.50	467.50		10/29/2014
1094907	30310	10/23/2013	142.01	142.01		2/12/2015
1094908	30310	10/23/2013	1207.00		1207.00	
1094909	30310	10/23/2013	289.00		289.00	
1094910	30310	10/23/2013	3281.00		3281.00	
1094911	30310	10/23/2013	128.00	128.00		8/6/2014
1094913	30310	10/24/2013	64.00	64.00		4/25/2014
1094920	30310	10/24/2013	87.00	87.00		4/29/2014
1094923	30310	10/24/2013	127.99	122.99	5.00	1/30/2014
1094924	30310	10/24/2013	42.00		42.00	
1094925	30310	10/24/2013	340.00		340.00	
1094926	30310	10/24/2013	876.00	297.58	578.42	1/14/2016
1094941	30310	10/24/2013	94.00	94.00		3/4/2014
1094942	30310	10/24/2013	1445.00	1445.00		11/30/2015
1094944	30310	10/24/2013	1513.00	930.00	583.00	10/19/2016
1094946	30310	10/24/2013	228.00	228.00		4/23/2015
1094947	30310	10/24/2013	732.00	732.00		2/7/2014
1094958	30310	10/24/2013	3043.00	600.00	2443.00	11/4/2014
1094959	30310	10/24/2013	268.00	268.00		5/10/2016
1095052	30310	11/1/2013	924.00	397.02	526.98	11/6/2015
1095053	30310	11/1/2013	697.00		697.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1095054	30310	11/1/2013	92.00		92.00	
1095055	30310	11/1/2013	300.00	300.00		1/29/2014
1095057	30310	11/1/2013	260.00	42.00	218.00	1/23/2014
1095072	30310	11/1/2013	124.00	124.00		1/31/2014
1095073	30310	11/1/2013	1802.00	1802.00		6/8/2016
1096053	30310	11/5/2013	344.00	44.00	300.00	1/6/2014
1096054	30310	11/5/2013	302.00	302.00		1/15/2015
1096057	30310	11/5/2013	360.00		360.00	
1096066	30310	11/6/2013	986.00		986.00	
1096108	30310	11/7/2013	184.00		184.00	
1096109	30310	11/7/2013	60.00		60.00	
1096111	30310	11/7/2013	122.00		122.00	
1096113	30310	11/7/2013	362.00	362.00		5/28/2014
1096121	30310	11/7/2013	1080.00	1080.00		9/21/2016
1096129	30310	11/7/2013	366.00	366.00		2/19/2015
1096132	30310	11/7/2013	202.00		202.00	
1096133	30310	11/7/2013	124.00	124.00		3/3/2014
1096203	30310	11/14/2013	144.00		144.00	
1096221	30310	11/15/2013	66.00		66.00	
1096239	30310	11/15/2013	104.00		104.00	
1096241	30310	11/15/2013	406.00		406.00	
1096242	30310	11/15/2013	42.00		42.00	
1096243	30310	11/15/2013	96.00		96.00	
1096244	30310	11/15/2013	224.00		224.00	
1096258	30310	11/18/2013	213.00		213.00	
1096337	30310	11/20/2013	455.00		455.00	
1096339	30310	11/20/2013	90.00		90.00	
1097621	30310	12/4/2013	170.00		170.00	
1097622	30310	12/4/2013	72.00		72.00	
1097623	30310	12/4/2013	1530.00		1530.00	
1097624	30310	12/5/2013	60.00		60.00	
1097626	30310	12/5/2013	122.00	122.00		3/26/2014
1097630	30310	12/5/2013	1182.00	638.00	544.00	10/4/2016
1097653	30310	12/5/2013	671.00	671.00		1/23/2015
1097654	30310	12/5/2013	340.00		340.00	
1097655	30310	12/5/2013	1824.00	1824.00		3/14/2016
1097668	30310	12/5/2013	182.00	182.00		4/28/2014
1097671	30310	12/5/2013	51.00		51.00	
1097672	30310	12/5/2013	180.00	1.69	178.31	12/8/2016
1097673	30310	12/5/2013	1394.00	1394.00		4/25/2016
1097675	30310	12/5/2013	102.00		102.00	
1097677	30310	12/5/2013	282.00	282.00		7/6/2016
1097678	30310	12/5/2013	338.00		338.00	
1097682	30310	12/5/2013	84.00	84.00		11/12/2015
1097698	30310	12/6/2013	3179.00	1984.00	1195.00	7/12/2016
1097699	30310	12/6/2013	236.00	100.00	136.00	4/7/2014
1097701	30310	12/6/2013	380.00	100.00	280.00	2/10/2014
1097813	30310	12/12/2013	184.00		184.00	
1097816	30310	12/12/2013	218.00		218.00	
1097832	30310	12/13/2013	544.00	31.84	512.16	6/24/2014
1098036	30310	12/31/2013	178.00		178.00	
1098037	30310	12/31/2013	102.00		102.00	
1098038	30310	12/31/2013	260.00	260.00		7/18/2014
1098039	30310	12/31/2013	170.00	170.00		11/4/2014
1098040	30310	12/31/2013	68.00		68.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1098041	30310	12/31/2013	3757.00	3757.00		9/23/2014
1098042	30310	12/31/2013	256.00		256.00	
1098834	30310	1/6/2014	187.00		187.00	
1098835	30310	1/6/2014	330.00		330.00	
1098855	30310	1/7/2014	3774.00	3350.00	424.00	9/30/2016
1098856	30310	1/7/2014	242.00	236.00	6.00	5/1/2014
1098857	30310	1/7/2014	255.00	255.00		7/9/2014
1098858	30310	1/7/2014	88.00		88.00	
1098859	30310	1/7/2014	62.00	62.00		3/27/2014
1098860	30310	1/7/2014	90.00		90.00	
1098861	30310	1/7/2014	273.00	273.00		7/1/2014
1098862	30310	1/7/2014	186.00		186.00	
1098863	30310	1/7/2014				1/10/2014
1098949	30310	1/10/2014	262.00	262.00		9/20/2016
1098954	30310	1/10/2014	255.00	122.94	128.28	1/5/2017
1098955	30310	1/10/2014	110.00	113.04	-23.91	2/22/2017
1098957	30310	1/10/2014	104.00	104.00		5/30/2014
1098958	30310	1/10/2014	128.00	128.00		3/31/2014
1098959	30310	1/10/2014	760.00	760.00		7/21/2015
1098960	30310	1/10/2014	273.00	273.00		3/24/2015
1098963	30310	1/10/2014	289.00	6.41	281.16	1/5/2017
1098964	30310	1/10/2014	180.00	180.00		10/2/2014
1098966	30310	1/10/2014	320.00	320.00		5/6/2014
1098967	30310	1/13/2014	1037.00	1037.00		4/2/2014
1099037	30310	1/16/2014	1122.00		1122.00	
1099038	30310	1/16/2014	48.00		48.00	
1099039	30310	1/16/2014	140.00	128.28	11.72	11/9/2016
1099178	30310	1/30/2014	1972.00	1972.00		7/11/2014
1099179	30310	1/30/2014	184.00	2.08	181.92	7/28/2016
1099180	30310	1/30/2014	230.00		230.00	
1099183	30310	1/30/2014	484.00	484.00		10/5/2015
1099185	30310	1/30/2014	544.00	544.00		4/1/2014
1099188	30310	1/30/2014	544.00	394.00	150.00	9/24/2014
1099191	30310	1/30/2014	180.00		180.00	
1099196	30310	1/31/2014	360.00	360.00		4/17/2015
1099200	30310	1/31/2014	1694.00	1694.00		5/15/2015
1099201	30310	1/31/2014	1309.00	1309.00		2/23/2015
1099204	30310	1/31/2014	4.00	4.00		4/8/2014
1099206	30310	1/31/2014	154.00		122.00	2/7/2014
1099208	30310	1/31/2014	122.00	122.00		5/7/2014
1099210	30310	1/31/2014	126.00	126.00		5/3/2016
1099213	30310	1/31/2014	12.00	12.00		3/17/2014
1099884	30310	2/5/2014	986.00	986.00		7/6/2016
1099899	30310	2/6/2014	202.00	18.00	184.00	2/28/2014
1099906	30310	2/6/2014	86.00	86.00		6/22/2016
1099908	30310	2/6/2014	1590.00	1590.00		7/17/2014
1099909	30310	2/6/2014	70.00	70.00		4/25/2014
1099910	30310	2/6/2014	80.00	60.00	20.00	4/11/2014
1099912	30310	2/6/2014	180.00		180.00	
1099914	30310	2/6/2014	510.00		510.00	
1099915	30310	2/6/2014	120.00		120.00	
1099916	30310	2/6/2014	578.00		578.00	
1099917	30310	2/6/2014	455.00	455.00		10/10/2014
1099919	30310	2/6/2014	210.00	1.77	208.23	7/28/2016
1100147	30310	2/20/2014	427.00	212.61	214.39	9/19/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1100180	30310	2/25/2014	1478.00	1175.00	303.00	10/6/2016
1100184	30310	2/25/2014	46.00		46.00	
1100189	30310	2/25/2014	48.00		48.00	
1100197	30310	2/25/2014	884.00	884.00		5/2/2014
1100198	30310	2/25/2014	240.00		240.00	
1100199	30310	2/25/2014	80.00	80.00		6/22/2016
1100226	30310	2/26/2014	180.00	180.00		12/23/2014
1100227	30310	2/26/2014	16.00	16.00		6/18/2014
1100229	30310	2/26/2014	1569.00		1569.00	
1100230	30310	2/26/2014	80.00	80.00		5/12/2016
1100231	30310	2/26/2014	731.00	731.00		6/4/2015
1100233	30310	2/26/2014	24.00	24.00		9/30/2014
1100249	30310	2/27/2014	240.00	240.00		7/21/2014
1100250	30310	2/27/2014	50.00	50.00		4/24/2014
1100251	30310	2/27/2014	1224.00		1224.00	
1100253	30310	2/27/2014	64.00	64.00		7/15/2014
1100254	30310	2/27/2014	214.00		214.00	
1101068	30310	3/10/2014	663.00	663.00		10/14/2015
1101069	30310	3/10/2014	1802.00		1802.00	
1101072	30310	3/10/2014	164.00		164.00	
1101074	30310	3/10/2014	170.00		170.00	
1101077	30310	3/10/2014	120.00	120.00		6/23/2014
1101078	30310	3/10/2014	120.00	120.00		6/5/2014
1101080	30310	3/10/2014	180.00		180.00	
1101081	30310	3/10/2014	780.00		780.00	
1101082	30310	3/10/2014	112.00	112.00		12/29/2015
1101083	30310	3/10/2014	120.00		120.00	
1101154	30310	3/17/2014	18.00		18.00	
1101250	30310	3/20/2014	255.00	255.00		4/28/2014
1101252	30310	3/20/2014	526.00	90.00	436.00	11/4/2014
1101254	30310	3/20/2014	116.00		116.00	
1101255	30310	3/20/2014	122.00	122.00		6/17/2014
1101256	30310	3/20/2014	28.00	28.00		6/30/2014
1101258	30310	3/21/2014	1887.00	1887.00		9/24/2014
1101292	30310	3/24/2014	1498.00	1498.00		12/3/2015
1101293	30310	3/24/2014	116.00	116.00		6/4/2014
1101301	30310	3/25/2014	124.00		124.00	
1101302	30310	3/25/2014	42.00	42.00		3/19/2015
1101304	30310	3/25/2014	12.00	12.00	-48.00	6/19/2014
1101307	30310	3/25/2014	2652.00		2652.00	
1101308	30310	3/25/2014	162.00	162.00		7/16/2014
1101310	30310	3/25/2014	70.00		70.00	
1101311	30310	3/25/2014	578.00		578.00	
1101312	30310	3/25/2014	152.00	115.49	36.51	5/16/2016
1102186	30310	4/3/2014	178.00	178.00		9/16/2015
1102208	30310	4/3/2014	174.00	174.00		8/11/2014
1102209	30310	4/3/2014	138.00	79.60	58.40	4/15/2016
1102210	30310	4/3/2014	1428.00	1428.00		8/26/2015
1102211	30310	4/3/2014	1144.00	1144.00		1/30/2015
1102212	30310	4/3/2014	24.00	24.00		5/20/2014
1102213	30310	4/3/2014	238.00		238.00	
1102231	30310	4/4/2014	124.00	124.00		6/24/2014
1102234	30310	4/4/2014	300.00	300.00		6/6/2014
1102235	30310	4/4/2014	310.00	310.00		7/1/2014
1102236	30310	4/4/2014	64.00	64.00		11/25/2014

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1102238	30310	4/4/2014	697.00		697.00	
1102253	30310	4/7/2014	442.00	442.00		11/21/2014
1102256	30310	4/7/2014	186.00	186.00		9/2/2014
1102257	30310	4/7/2014	1122.00		1122.00	
1102258	30310	4/7/2014	62.00	62.00		6/4/2014
1102346	30310	4/14/2014	174.00		174.00	
1102366	30310	4/16/2014	220.00		220.00	
1102367	30310	4/16/2014	138.00		138.00	
1102368	30310	4/16/2014	92.00		92.00	
1102369	30310	4/16/2014	1035.00	506.98	528.02	1/13/2017
1102456	30310	4/25/2014	36.00	36.00		7/1/2014
1102463	30310	4/25/2014	70.00	70.00		8/1/2014
1102464	30310	4/25/2014	192.00		192.00	
1102465	30310	4/25/2014	194.00	120.00	74.00	6/23/2014
1102466	30310	4/25/2014	1275.00	1275.00		7/30/2014
1102467	30310	4/25/2014	208.00	44.00	164.00	3/19/2015
1102468	30310	4/25/2014	1717.00	1700.00	17.00	7/22/2015
1102469	30310	4/25/2014	72.00		72.00	
1102470	30310	4/28/2014	180.00		180.00	
1102471	30310	4/28/2014	26.00	26.00		6/2/2014
1102479	30310	4/28/2014	180.00	180.00		11/10/2014
1102480	30310	4/28/2014	150.00	150.00		4/6/2015
1102481	30310	4/28/2014	62.00	62.00		9/30/2014
1102485	30310	4/28/2014	44.00	44.00		10/1/2014
1102489	30310	4/28/2014	15.00	15.00		5/28/2014
1102490	30310	4/28/2014	122.00		122.00	
1102491	30310	4/28/2014	128.00	128.00		8/6/2014
1102492	30310	4/28/2014	1088.00	1088.00		12/8/2014
1102494	30310	4/29/2014	30.00	25.00	5.00	10/3/2014
1102495	30310	4/29/2014	61.00	61.00		9/5/2014
1102496	30310	4/29/2014	270.00		270.00	
1102504	30310	4/29/2014	96.00		96.00	
1102506	30310	4/29/2014	1802.00		1802.00	
1103364	30310	5/13/2014	26.00	26.00		5/27/2014
1103365	30310	5/13/2014	629.00	629.00		6/25/2014
1103366	30310	5/13/2014	578.00		578.00	
1103372	30310	5/13/2014	612.00		612.00	
1103373	30310	5/13/2014	30.00	30.00		12/2/2014
1103374	30310	5/13/2014	62.00	62.00		8/11/2014
1103378	30310	5/13/2014	92.00		92.00	
1103379	30310	5/13/2014	369.00	254.00	115.00	4/17/2015
1103380	30310	5/13/2014	54.00	54.00		7/22/2014
1103619	30310	5/29/2014	731.00	731.00		4/14/2015
1103622	30310	5/29/2014	192.00		192.00	
1103623	30310	5/29/2014	132.00	132.00		8/7/2014
1103628	30310	5/29/2014	1615.00	114.78	1500.22	1/5/2016
1103634	30310	5/29/2014	578.00	578.00		8/1/2014
1103635	30310	5/29/2014	1530.00	1530.00		10/3/2016
1103636	30310	5/29/2014	527.00	50.00	477.00	1/5/2015
1103637	30310	5/29/2014	527.00	335.00	192.00	7/15/2016
1103638	30310	5/29/2014	62.00		62.00	
1103640	30310	5/29/2014	60.00	60.00		11/19/2014
1103641	30310	5/29/2014	430.00	430.00		3/25/2015
1103642	30310	5/29/2014	1377.00		1377.00	
1103643	30310	5/29/2014	434.00	434.00		5/31/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1103644	30310	5/29/2014	60.00	1.71	58.29	12/8/2016
1103646	30310	5/29/2014	210.00	13.85	196.15	10/19/2016
1103647	30310	5/29/2014	1479.00	1479.00		3/19/2015
1103648	30310	5/29/2014	731.00	731.00		7/21/2014
1103654	30310	5/30/2014	1598.00		1598.00	
1103655	30310	5/30/2014	340.00	340.00		6/22/2016
1103657	30310	5/30/2014	0.01			
1103658	30310	5/30/2014	153.00		153.00	
1103659	30310	5/30/2014	680.00	200.00	480.00	9/30/2016
1103660	30310	5/30/2014	60.00		60.00	
1103662	30310	5/30/2014	510.00	510.00		8/11/2014
1103663	30310	5/30/2014	765.00		765.00	
1103664	30310	5/30/2014				
1103665	30310	5/30/2014	1224.00		1224.00	
1104288	30310	6/3/2014	269.00	119.00	150.00	7/21/2016
1104289	30310	6/3/2014	100.00	91.00	9.00	4/17/2015
1104290	30310	6/3/2014	176.00		176.00	
1104291	30310	6/3/2014	230.00	230.00		7/6/2016
1104313	30310	6/4/2014	256.00		256.00	
1104314	30310	6/4/2014	38.00	38.00		7/30/2014
1104315	30310	6/4/2014	576.00	576.00		9/18/2014
1104316	30310	6/4/2014	40.00		40.00	
1104317	30310	6/4/2014	544.00		544.00	
1104361	30310	6/9/2014	62.00	62.00		8/6/2014
1104363	30310	6/9/2014	289.00		289.00	
1104364	30310	6/9/2014	42.00		42.00	
1104368	30310	6/9/2014	122.00	72.00	50.00	11/12/2014
1104370	30310	6/9/2014	62.00	62.00		9/11/2014
1104371	30310	6/9/2014	128.00		128.00	
1105353	30310	7/3/2014	255.00	255.00		8/27/2014
1105354	30310	7/3/2014	75.00	75.00		7/25/2014
1105359	30310	7/3/2014	3332.00	2807.00	525.00	9/16/2016
1105360	30310	7/3/2014	24.00	24.00		9/4/2014
1105362	30310	7/3/2014	44.00		44.00	
1105364	30310	7/3/2014	86.00	86.00	-40.00	11/25/2015
1105370	30310	7/3/2014	186.00	186.00	-20.00	10/31/2016
1105371	30310	7/3/2014	98.00	98.00		10/22/2015
1105372	30310	7/3/2014	120.00	120.00		10/31/2014
1105375	30310	7/3/2014	120.00	10.00	110.00	9/10/2014
1105376	30310	7/3/2014	1666.00		1666.00	
1105377	30310	7/3/2014	540.00	540.00		12/29/2014
1105378	30310	7/3/2014	544.00	544.00		9/23/2014
1105380	30310	7/3/2014	450.00	450.00		2/19/2015
1105382	30310	7/3/2014	255.00	255.00		10/8/2014
1105385	30310	7/3/2014	124.00		124.00	
1105386	30310	7/3/2014	102.00		102.00	
1105415	30310	7/8/2014	884.00	884.00		5/9/2016
1105417	30310	7/8/2014	51.00	51.00		8/21/2014
1105419	30310	7/8/2014	126.00	126.00		9/25/2014
1105422	30310	7/8/2014	62.00	59.00		10/20/2014
1105424	30310	7/8/2014	792.00	857.61	-65.61	12/9/2016
1105425	30310	7/8/2014	340.00	340.00		2/19/2015
1105430	30310	7/8/2014	315.00	315.00		12/12/2014
1105431	30310	7/8/2014	140.00		140.00	
1105432	30310	7/8/2014	138.00		138.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1105433	30310	7/8/2014	0.01			
1105434	30310	7/8/2014	7.01	7.01		8/11/2014
1105435	30310	7/8/2014	148.00	92.00	56.00	10/8/2014
1105436	30310	7/8/2014	510.00	510.00		1/5/2015
1105543	30310	7/15/2014	88.00	66.87	21.13	5/16/2016
1105545	30310	7/15/2014	6.00		6.00	
1105551	30310	7/16/2014	408.00		408.00	
1105735	30310	8/1/2014	1088.00		1088.00	
1105738	30310	8/1/2014	24.00	24.00		12/16/2014
1105742	30310	8/1/2014	160.00	160.00		10/3/2014
1105746	30310	8/1/2014	136.00	136.00		5/23/2016
1105747	30310	8/1/2014	48.00		48.00	
1105748	30310	8/1/2014	182.00		182.00	
1105750	30310	8/1/2014	330.00	330.00		7/27/2015
1105751	30310	8/1/2014	182.00		182.00	
1105776	30310	8/1/2014	92.00	92.00		10/16/2014
1105777	30310	8/1/2014	112.00	112.00		11/4/2014
1105779	30310	8/1/2014	120.00		120.00	
1105780	30310	8/1/2014	510.00	510.00		10/14/2014
1105781	30310	8/1/2014	0.01			
1105782	30310	8/1/2014	90.00		90.00	
1105785	30310	8/1/2014	1564.00		1564.00	
1106394	30310	8/7/2014	1176.00		1176.00	
1106395	30310	8/8/2014	82.00	82.00		5/23/2016
1106398	30310	8/8/2014	404.00	404.00		1/26/2015
1106412	30310	8/8/2014	323.00		323.00	
1106414	30310	8/8/2014	66.00	66.00		10/24/2014
1106415	30310	8/8/2014	527.00	527.00		10/6/2014
1106416	30310	8/8/2014	248.00		248.00	
1106417	30310	8/8/2014	0.01			
1106418	30310	8/8/2014	124.00	124.00		5/22/2015
1106419	30310	8/8/2014	918.00	918.00		11/18/2015
1106422	30310	8/8/2014	156.00		156.00	
1106424	30310	8/8/2014	1581.00	1581.00		11/25/2014
1106427	30310	8/8/2014	232.00	232.00		1/7/2015
1106579	30310	8/14/2014	156.00		156.00	
1106580	30310	8/14/2014	1700.00	50.00	1650.00	10/27/2014
1107538	30310	9/5/2014	52.00		52.00	
1107539	30310	9/5/2014	2268.00	2268.00		4/28/2016
1107540	30310	9/5/2014	804.00	804.00		3/16/2016
1107542	30310	9/5/2014	544.00		544.00	
1107543	30310	9/5/2014	62.00		62.00	
1107544	30310	9/5/2014				
1107546	30310	9/5/2014	1921.00	1921.00		10/6/2015
1107547	30310	9/5/2014	1343.00	1343.00		1/23/2015
1107548	30310	9/5/2014	1148.00	1148.00		5/23/2016
1107580	30310	9/8/2014	30.00		30.00	
1107581	30310	9/8/2014	182.00		182.00	
1107582	30310	9/8/2014	66.00	36.00	30.00	10/15/2014
1107583	30310	9/8/2014	1547.00		1547.00	
1107584	30310	9/8/2014	114.00	114.00		12/12/2014
1107585	30310	9/8/2014	8.00		8.00	
1107587	30310	9/8/2014	100.00		100.00	
1107588	30310	9/8/2014	2057.00		2057.00	
1107589	30310	9/8/2014	152.00	152.00		2/9/2017

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1107593	30310	9/9/2014	270.00	270.00		5/12/2016
1107594	30310	9/9/2014	1836.00	1238.00	598.00	10/3/2016
1107595	30310	9/9/2014	1343.00		1343.00	
1107596	30310	9/9/2014	1054.00	1054.00		11/13/2015
1107597	30310	9/9/2014	952.00	952.00		12/1/2014
1107599	30310	9/9/2014	120.00	120.00		10/26/2015
1107601	30310	9/9/2014	1547.00		1547.00	
1107603	30310	9/9/2014	255.00		255.00	
1107605	30310	9/9/2014	124.00		124.00	
1107697	30310	9/15/2014	136.00		136.00	
1107765	30310	9/19/2014	85.00	85.00		3/19/2015
1107944	30310	9/23/2014	70.00		70.00	
1108057	30310	9/30/2014	14.00		14.00	
1108837	30310	10/3/2014	120.00		120.00	
1108851	30310	10/6/2014	72.00	72.00	-2.00	1/18/2017
1108856	30310	10/6/2014	1496.00		1496.00	
1108858	30310	10/6/2014	122.00	122.00		2/4/2015
1108859	30310	10/6/2014	528.00	528.00		2/13/2015
1108861	30310	10/6/2014	1547.00		1547.00	
1108863	30310	10/6/2014	172.00	172.00		1/21/2015
1108864	30310	10/6/2014	58.00	58.00		12/16/2014
1108865	30310	10/6/2014	1547.00	784.00	763.00	11/6/2015
1108869	30310	10/6/2014	114.00	114.00		1/12/2015
1108870	30310	10/6/2014	230.00	230.00		1/5/2015
1108871	30310	10/6/2014	1037.00		1037.00	
1108873	30310	10/6/2014	70.00		70.00	
1108874	30310	10/6/2014	1274.00	478.36	795.64	3/14/2016
1108876	30310	10/7/2014	192.00	192.00		4/13/2015
1108877	30310	10/7/2014	122.00		122.00	
1108878	30310	10/7/2014	126.00	126.00		3/25/2015
1108879	30310	10/7/2014	552.00		552.00	
1108893	30310	10/7/2014	180.00		180.00	
1108894	30310	10/7/2014	72.00		72.00	
1108895	30310	10/7/2014	301.00	2.54	298.46	7/28/2016
1108897	30310	10/7/2014	1564.00	1564.00		5/12/2016
1108898	30310	10/7/2014	330.00	330.00		5/4/2015
1108901	30310	10/7/2014	186.00	186.00		1/16/2015
1108902	30310	10/7/2014	158.00	74.00	84.00	6/10/2016
1108903	30310	10/7/2014	1037.00		1037.00	
1109023	30310	10/16/2014	48.00		48.00	
1109072	30310	10/17/2014	72.00		72.00	
1109938	30310	11/5/2014	1292.00		1292.00	
1109944	30310	11/5/2014	327.00	196.47	130.53	3/30/2016
1109945	30310	11/5/2014	320.00	124.00	196.00	2/10/2015
1109946	30310	11/5/2014	663.00		663.00	
1109947	30310	11/6/2014	26.00	26.00		3/30/2016
1109948	30310	11/6/2014	90.00	91.00	-1.00	1/25/2016
1109949	30310	11/6/2014	2125.00	1750.00	375.00	10/12/2016
1109950	30310	11/6/2014	2431.00	2431.00		6/13/2016
1109951	30310	11/6/2014	46.00	46.00		1/6/2015
1109952	30310	11/6/2014	94.00		94.00	
1109953	30310	11/6/2014	1530.00	1530.00	-296.73	9/21/2016
1109954	30310	11/6/2014	184.00	17.00	167.00	5/23/2016
1109959	30310	11/6/2014	48.00		48.00	
1109960	30310	11/6/2014	244.00		244.00	

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1109962	30310	11/6/2014	64.00	64.00		1/27/2015
1109963	30310	11/6/2014	222.00	0.87	221.13	4/6/2016
1109964	30310	11/6/2014	284.00		284.00	
1109965	30310	11/6/2014	182.00	182.00		5/23/2016
1109967	30310	11/6/2014	2329.00		2329.00	
1109969	30310	11/6/2014	2363.00		2363.00	
1109970	30310	11/6/2014	124.00	124.00		4/13/2015
1109973	30310	11/6/2014	182.00	119.24	62.76	11/18/2015
1109974	30310	11/6/2014	60.00	60.00		7/6/2016
1109976	30310	11/6/2014	755.00		755.00	
1109977	30310	11/6/2014	62.00	62.00		3/30/2016
1109978	30310	11/6/2014	128.00		128.00	
1109979	30310	11/6/2014	1088.00		1088.00	
1111200	30310	12/12/2014	277.00	242.00	35.00	3/4/2016
1111202	30310	12/12/2014	625.00		625.00	
1111203	30310	12/12/2014	969.00	467.22	487.37	1/5/2017
1111204	30310	12/12/2014	357.00		357.00	
1111206	30310	12/12/2014	69.00	69.00		2/6/2015
1111207	30310	12/12/2014	24.00		24.00	
1111215	30310	12/15/2014	255.00	255.00		9/3/2015
1111216	30310	12/15/2014	255.00		255.00	
1111217	30310	12/15/2014	558.00	68.00	490.00	3/23/2015
1111218	30310	12/15/2014	1037.00		1037.00	
1111219	30310	12/15/2014	1815.00		1815.00	
1111220	30310	12/15/2014	462.00		462.00	
1111221	30310	12/15/2014	686.00	565.00	121.00	10/21/2016
1111224	30310	12/15/2014	2176.00	1634.00	542.00	10/4/2016
1111227	30310	12/15/2014	408.00	408.00		4/27/2015
1111228	30310	12/15/2014	68.00	68.00		5/21/2015
1111229	30310	12/15/2014	915.00	915.00		4/28/2016
1111230	30310	12/15/2014	2057.00	1157.00	900.00	10/13/2016
1111231	30310	12/15/2014	204.00		204.00	
1111232	30310	12/15/2014	595.00	595.00		10/10/2016
1111233	30310	12/15/2014	62.00	62.00		4/1/2016
1111234	30310	12/15/2014	129.00	129.00		3/13/2015
1111273	30310	12/17/2014	174.00		174.00	
1112390	30310	1/7/2015	1513.00	486.61	1026.39	11/9/2016
1112392	30310	1/7/2015	232.00		232.00	
1112393	30310	1/7/2015	550.00		550.00	
1112394	30310	1/7/2015	1496.00		1496.00	
1112395	30310	1/7/2015	391.00	391.00		2/9/2015
1112396	30310	1/7/2015	2975.00		2975.00	
1112397	30310	1/7/2015	116.00		116.00	
1112398	30310	1/7/2015	1410.00	425.00	985.00	10/5/2016
1112399	30310	1/7/2015	1519.00	1519.00		8/22/2016
1112400	30310	1/7/2015	170.00		170.00	
1112401	30310	1/7/2015	242.00	242.00		6/15/2016
1112402	30310	1/7/2015	1564.00		1564.00	
1112403	30310	1/7/2015	612.00		612.00	
1112404	30310	1/7/2015	56.00	56.00		2/19/2015
1112405	30310	1/7/2015	68.00		68.00	
1112406	30310	1/7/2015	544.00		544.00	
1112408	30310	1/7/2015	3485.00	1600.00	1885.00	10/21/2016
1112409	30310	1/7/2015	1071.00		1071.00	
1112410	30310	1/7/2015	91.00	91.00	-5.00	8/24/2015

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1112411	30310	1/7/2015	1581.00	1581.00		5/22/2015
1112412	30310	1/7/2015	1581.00		1581.00	
1112413	30310	1/7/2015	190.00	190.00		12/14/2015
1112414	30310	1/7/2015	1972.00	1972.00		11/25/2015
1112415	30310	1/7/2015	124.00		124.00	
1112422	30310	1/8/2015	1003.00		1003.00	
1112423	30310	1/8/2015	2499.00		2499.00	
1112428	30310	1/8/2015	255.00	255.00		3/30/2015
1112429	30310	1/8/2015	1564.00	700.00	864.00	11/2/2015
1112430	30310	1/8/2015	1020.00	1020.00		11/9/2016
1112431	30310	1/8/2015	731.00	731.00		8/4/2016
1112432	30310	1/8/2015	510.00	510.00		4/16/2015
1112556	30310	1/13/2015	420.00	420.00		6/4/2015
1113496	30310	2/4/2015	105.00		105.00	
1113502	30310	2/5/2015	58.00	52.00	6.00	3/5/2015
1113515	30310	2/5/2015	1224.00	1224.00		8/12/2016
1113516	30310	2/5/2015	44.00		44.00	
1113519	30310	2/5/2015	170.00		170.00	
1113520	30310	2/5/2015	18.00		18.00	
1113521	30310	2/5/2015	3468.00		3468.00	
1113522	30310	2/5/2015	2329.00		2329.00	
1113523	30310	2/5/2015	1100.00	1100.00		10/17/2016
1113524	30310	2/5/2015	156.00	156.00		5/5/2015
1113530	30310	2/5/2015				
1113531	30310	2/5/2015	1122.00	100.00	1022.00	4/18/2016
1113532	30310	2/5/2015	72.00		72.00	
1113533	30310	2/5/2015	46.00		46.00	
1113534	30310	2/5/2015	30.00	30.00		3/24/2015
1113535	30310	2/5/2015	1853.00		1853.00	
1113537	30310	2/5/2015	510.00	510.00		5/12/2015
1113538	30310	2/5/2015	799.00		799.00	
1113539	30310	2/5/2015	74.00		74.00	
1113540	30310	2/5/2015	238.00		238.00	
1113541	30310	2/5/2015	120.00	120.00		5/18/2015
1113542	30310	2/5/2015	0.01			
1113558	30310	2/6/2015	12.00		12.00	
1113566	30310	2/6/2015	271.00	125.00	146.00	9/25/2015
1113571	30310	2/6/2015	3910.00		3910.00	
1113572	30310	2/6/2015	44.00		44.00	
1113639	30310	2/10/2015	270.00		270.00	
1114788	30310	3/9/2015	697.00		697.00	
1114789	30310	3/9/2015	2176.00		2176.00	
1114790	30310	3/9/2015	172.00	172.00		4/22/2015
1114793	30310	3/9/2015	255.00	100.00	155.00	9/30/2015
1114800	30310	3/10/2015	340.00	68.00	272.00	5/22/2015
1114801	30310	3/10/2015	476.00	476.00		7/5/2016
1114803	30310	3/10/2015	32.00	32.00		6/29/2015
1114804	30310	3/10/2015	1411.00		1411.00	
1114805	30310	3/10/2015	492.00		492.00	
1114806	30310	3/10/2015	441.00	441.00		1/29/2016
1114808	30310	3/10/2015	46.00	46.00		8/21/2015
1114809	30310	3/10/2015	544.00		544.00	
1114810	30310	3/10/2015	30.00	30.00		5/12/2015
1114811	30310	3/10/2015	1768.00	260.00	1508.00	9/6/2016
1114813	30310	3/10/2015	620.00	20.43	599.57	11/4/2016

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1114822	30310	3/11/2015	184.00	184.00		12/11/2015
1114823	30310	3/11/2015	1037.00		1037.00	
1115969	30310	4/9/2015	1836.00	296.00	1540.00	9/27/2016
1115970	30310	4/9/2015	799.00		799.00	
1115971	30310	4/9/2015	255.00	255.00		5/6/2015
1115972	30310	4/9/2015	493.00		493.00	
1115973	30310	4/9/2015	1564.00		1564.00	
1115974	30310	4/9/2015	300.00			
1115975	30310	4/9/2015	391.00		391.00	
1115976	30310	4/9/2015	504.00	100.00	404.00	2/26/2016
1115977	30310	4/9/2015	1819.00		1819.00	
1115978	30310	4/9/2015	1479.00	1479.00		2/8/2016
1115979	30310	4/9/2015	272.00		272.00	
1115980	30310	4/9/2015	620.00	620.00		5/3/2016
1115981	30310	4/9/2015	1272.00	136.00	1136.00	5/13/2015
1115982	30310	4/9/2015	174.00		174.00	
1115983	30310	4/9/2015	328.00	328.00		12/17/2015
1115984	30310	4/9/2015	1003.00	300.00	703.00	9/24/2015
1115985	30310	4/10/2015	4692.00	742.50	3949.50	9/30/2016
1115986	30310	4/10/2015	1054.00		1054.00	
1115987	30310	4/10/2015	1309.00		1309.00	
1115988	30310	4/10/2015	30.00	30.00		4/23/2015
1115989	30310	4/10/2015	93.00		93.00	
1115990	30310	4/10/2015	208.00		208.00	
1115993	30310	4/10/2015	366.00		366.00	
1115994	30310	4/10/2015	442.00		442.00	
1115998	30310	4/10/2015	544.00		544.00	
1115999	30310	4/10/2015	1530.00		1530.00	
1116000	30310	4/10/2015	1530.00		1530.00	
1116001	30310	4/10/2015	216.00	216.00		2/11/2016
1116002	30310	4/10/2015	189.00	114.00		1/5/2017
1116003	30310	4/10/2015	174.00	174.00		7/17/2015
1116004	30310	4/10/2015	2074.00		2074.00	
1116005	30310	4/10/2015	270.00	125.00	145.00	9/25/2015
1116006	30310	4/10/2015	1377.00	1377.00		2/3/2016
1116007	30310	4/10/2015	305.00	83.49	221.51	9/9/2016
1116382	30310	5/1/2015	255.00	255.00		6/2/2015
1116383	30310	5/1/2015	114.00	114.00		11/30/2015
1116384	30310	5/1/2015	833.00		833.00	
1116385	30310	5/1/2015	3842.00	1000.00	2842.00	12/8/2016
1116387	30310	5/1/2015	765.00		702.04	1/5/2017
1116389	30310	5/1/2015	918.00		918.00	
1116390	30310	5/1/2015	493.00		493.00	
1117087	30310	5/4/2015	2040.00		2040.00	
1117088	30310	5/4/2015	99.00	99.00		8/11/2015
1117089	30310	5/4/2015	290.00	290.00		11/30/2015
1117091	30310	5/4/2015	100.00		100.00	
1117092	30310	5/4/2015	493.00		493.00	
1117093	30310	5/4/2015	1054.00	673.13	380.87	5/23/2016
1117094	30310	5/4/2015	0.01			
1117095	30310	5/4/2015	527.00	527.00		8/6/2015
1117096	30310	5/4/2015	120.00			
1117102	30310	5/5/2015	2057.00		2057.00	
1117103	30310	5/5/2015	0.01			
1117104	30310	5/5/2015	765.00		765.00	

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1117105	30310	5/5/2015	595.00	595.00		6/22/2016
1117106	30310	5/5/2015	1513.00		1513.00	
1117107	30310	5/5/2015	1870.00	40.00	1830.00	8/7/2015
1117109	30310	5/5/2015	279.00	279.00		5/12/2016
1117110	30310	5/5/2015	1564.00		1564.00	
1117111	30310	5/5/2015	320.00		320.00	
1117112	30310	5/5/2015	918.00		918.00	
1117114	30310	5/5/2015	96.00	96.00		7/17/2015
1117207	30310	5/12/2015	408.00	408.00		9/20/2016
1117208	30310	5/12/2015	1694.00		1694.00	
1117209	30310	5/12/2015	1938.00	394.00	1544.00	3/30/2016
1117210	30310	5/12/2015	833.00		833.00	
1117211	30310	5/12/2015	186.00		186.00	
1117212	30310	5/12/2015	510.00		510.00	
1117213	30310	5/12/2015	1020.00		1020.00	
1117214	30310	5/12/2015	186.00		186.00	
1117354	30310	5/19/2015	214.00	214.00		9/28/2015
1117355	30310	5/19/2015	110.00		110.00	
1117357	30310	5/19/2015	1428.00		1428.00	
1117358	30310	5/19/2015	1221.00		1221.00	
1117360	30310	5/19/2015	731.00		731.00	
1117362	30310	5/19/2015	340.00	340.00		8/1/2016
1117363	30310	5/19/2015	255.00	255.00		7/20/2015
1117365	30310	5/19/2015	1326.00		1326.00	
1117431	30310	5/26/2015	986.00		986.00	
1118356	30310	6/4/2015	186.00		186.00	
1118357	30310	6/4/2015	294.00	1.00	293.00	10/20/2015
1118358	30310	6/4/2015	1241.00		1241.00	
1118369	30310	6/4/2015	216.00		216.00	
1118370	30310	6/4/2015	1122.00		1122.00	
1118371	30310	6/4/2015	1257.99		1257.99	
1118372	30310	6/4/2015	360.00	60.00	300.00	10/26/2015
1118374	30310	6/4/2015	765.00		765.00	
1118375	30310	6/4/2015	306.00		306.00	
1118376	30310	6/4/2015	56.00	56.00		9/11/2015
1118377	30310	6/4/2015	24.00		24.00	
1118378	30310	6/4/2015	289.00		289.00	
1118379	30310	6/4/2015	238.00	238.00		2/17/2016
1118381	30310	6/4/2015	1071.00		1071.00	
1118382	30310	6/4/2015	30.00	30.00		12/29/2015
1118383	30310	6/4/2015	1768.00		1768.00	
1118384	30310	6/4/2015	399.00	399.00		12/28/2015
1118385	30310	6/4/2015				
1118386	30310	6/4/2015	234.00	234.00		11/2/2015
1118387	30310	6/4/2015	238.00		238.00	
1118388	30310	6/4/2015	128.00	128.00		5/6/2016
1118389	30310	6/4/2015	76.00	76.00		8/21/2015
1118392	30310	6/4/2015				
1118393	30310	6/4/2015	765.00	765.00		8/24/2015
1118394	30310	6/4/2015	122.00		122.00	
1118509	30310	6/10/2015	1126.00	1126.00		10/10/2016
1118643	30310	6/18/2015	561.00	561.00		3/31/2016
1118738	30310	6/23/2015	224.00	224.00		10/17/2016
1118742	30310	6/23/2015	22.00		22.00	
1118751	30310	6/23/2015	1139.00		1139.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1118752	30310	6/23/2015	527.00	527.00		8/17/2015
1118753	30310	6/23/2015	1564.00	850.00	714.00	10/12/2016
1118754	30310	6/23/2015	51.00	51.00		7/24/2015
1119707	30310	7/8/2015	1802.00		1802.00	
1119708	30310	7/8/2015	272.00		272.00	
1119711	30310	7/8/2015	1156.00		1156.00	
1119714	30310	7/8/2015	120.00		120.00	
1119715	30310	7/8/2015	595.00	595.00		2/14/2017
1119716	30310	7/8/2015	969.00	969.00		3/2/2016
1119718	30310	7/8/2015	1199.00	550.00	649.00	9/29/2016
1119720	30310	7/8/2015	935.00	935.00		8/3/2016
1119722	30310	7/8/2015	289.00	80.00	209.00	7/13/2015
1119725	30310	7/8/2015	96.00		96.00	
1119726	30310	7/8/2015	527.00		527.00	
1119727	30310	7/8/2015	510.00		510.00	
1119734	30310	7/9/2015	114.00	17.00	97.00	7/20/2015
1119735	30310	7/9/2015	90.00		90.00	
1119737	30310	7/9/2015	1584.00		1584.00	
1119738	30310	7/9/2015	493.00		493.00	
1119740	30310	7/9/2015	1479.00	130.00	1349.00	10/13/2016
1119741	30310	7/9/2015	186.00	186.00		3/14/2016
1119964	30310	7/24/2015	459.00	459.00		1/15/2016
1119978	30310	7/24/2015	1037.00	1037.00		10/21/2015
1119980	30310	7/24/2015	612.00		612.00	
1119986	30310	7/24/2015	207.00		207.00	
1119987	30310	7/24/2015	1071.00		1071.00	
1120001	30310	7/28/2015	220.00	115.00	105.00	10/4/2016
1120855	30310	8/4/2015	862.00		862.00	
1120856	30310	8/4/2015	1055.00		1055.00	
1120857	30310	8/4/2015	1547.00		1547.00	
1120867	30310	8/4/2015	1020.00		1020.00	
1120868	30310	8/5/2015	85.00	85.00		10/21/2015
1120878	30310	8/5/2015	1221.00		1221.00	
1120884	30310	8/5/2015	1020.00	1020.00		11/17/2015
1120887	30310	8/5/2015	124.99		124.99	
1120895	30310	8/6/2015	238.00	238.00		8/18/2015
1120896	30310	8/6/2015	731.00		731.00	
1122168	30310	9/4/2015	1326.00		1326.00	
1122184	30310	9/8/2015	60.00	60.00		10/8/2015
1122187	30310	9/8/2015	30.00		30.00	
1122193	30310	9/8/2015	62.00	62.00		2/12/2016
1122194	30310	9/8/2015	1445.00		1445.00	
1122231	30310	9/9/2015	323.00		323.00	
1122237	30310	9/9/2015	84.00		84.00	
1122244	30310	9/9/2015	1547.00		1547.00	
1122245	30310	9/9/2015	1778.00	1250.00	528.00	9/29/2016
1122246	30310	9/9/2015	33.00		33.00	
1122249	30310	9/9/2015	1581.00		1581.00	
1122250	30310	9/9/2015	360.00	360.00		3/2/2016
1122254	30310	9/9/2015	1054.00		1054.00	
1122255	30310	9/9/2015	1037.00		1037.00	
1122260	30310	9/10/2015	533.00		533.00	
1122261	30310	9/10/2015	1224.00		1224.00	
1122262	30310	9/10/2015	460.00	460.00		3/2/2016
1122263	30310	9/10/2015	1346.00	1050.00	296.00	10/11/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1122264	30310	9/10/2015	1666.00	1666.00		3/14/2016
1122266	30310	9/10/2015	510.00	300.00	210.00	2/14/2017
1122283	30310	9/11/2015	30.00		30.00	
1122285	30310	9/11/2015	675.00	50.00	625.00	2/16/2016
1122290	30310	9/11/2015	1870.00		1870.00	
1122292	30310	9/11/2015	765.00		765.00	
1122305	30310	9/11/2015	2040.00	779.01	1260.00	9/27/2016
1122308	30310	9/11/2015	2414.00		2414.00	
1060489	30310	9/17/2015	750.00	750.00		9/17/2015
1122481	30310	9/22/2015	709.00		709.00	
1122482	30310	9/22/2015	127.00	21.00	106.00	11/16/2015
1122483	30310	9/22/2015	612.00		612.00	
1122484	30310	9/22/2015				
1122485	30310	9/22/2015	280.00	280.00		3/29/2016
1122486	30310	9/22/2015	48.00	11.00	37.00	10/10/2016
1122487	30310	9/22/2015	646.00	646.00		1/14/2016
1122489	30310	9/22/2015	186.00	92.56	93.44	11/9/2016
1122490	30310	9/22/2015	510.00	510.00		10/12/2016
1122491	30310	9/22/2015	510.00		510.00	
1122493	30310	9/22/2015	243.00	243.00		6/30/2016
1123799	30310	10/27/2015	527.00	527.00		1/4/2016
1123800	30310	10/27/2015	663.00		663.00	
1123801	30310	10/27/2015	2214.00		2214.00	
1123802	30310	10/27/2015	527.00	527.00		1/13/2016
1123812	30310	10/28/2015	124.00	124.00		2/22/2016
1123813	30310	10/28/2015	1530.00		1530.00	
1123814	30310	10/28/2015	1003.00	1003.00		4/18/2016
1123815	30310	10/28/2015	561.00		561.00	
1123816	30310	10/28/2015	1369.00		1369.00	
1123817	30310	10/28/2015	111.00		111.00	
1123818	30310	10/28/2015	884.00		884.00	
1123820	30310	10/28/2015	4403.00	4403.00		7/12/2016
1123821	30310	10/28/2015	680.00	241.08	438.92	11/9/2016
1123824	30310	10/28/2015	1156.00		1156.00	
1123825	30310	10/28/2015	496.00		496.00	
1123826	30310	10/28/2015	510.00		510.00	
1123914	30310	11/2/2015	1190.00		1190.00	
1124926	30310	11/23/2015	34.00	34.00		2/17/2016
1124927	30310	11/23/2015	493.00			
1124961	30310	11/25/2015	1020.00		1020.00	
1124962	30310	11/25/2015	261.00	157.00	104.00	9/7/2016
1124963	30310	11/25/2015	92.00	92.00		10/4/2016
1124964	30310	11/25/2015	1734.00		1734.00	
1125809	30310	12/2/2015	264.00	186.00	78.00	8/25/2016
1125810	30310	12/3/2015	501.00	12.00	489.00	1/13/2016
1125811	30310	12/3/2015	255.00	255.00		4/27/2016
1125843	30310	12/4/2015	4539.00	2418.00	2121.00	9/1/2016
1125844	30310	12/4/2015	180.00	124.00	56.00	8/23/2016
1125858	30310	12/7/2015	1241.00		1241.00	
1125872	30310	12/7/2015	3604.00		3604.00	
1125882	30310	12/7/2015	282.00		282.00	
1125886	30310	12/7/2015	4301.00	1718.00	2583.00	10/24/2016
1125897	30310	12/7/2015	1105.00		1105.00	
1125898	30310	12/7/2015	3400.00	500.00	2900.00	10/5/2016
1125899	30310	12/7/2015	612.00		612.00	

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1125900	30310	12/7/2015	244.00		244.00	
1125901	30310	12/8/2015	411.00	102.00	309.00	3/2/2016
1125902	30310	12/8/2015	93.00	93.00		3/9/2016
1125909	30310	12/8/2015	1122.00		1122.00	
1125919	30310	12/8/2015	765.00		765.00	
1125920	30310	12/8/2015	510.00		510.00	
1125925	30310	12/8/2015	1037.00		1037.00	
1125926	30310	12/8/2015	357.00	357.00		7/7/2016
1127328	30310	1/28/2016	1326.00	240.00	1086.00	10/14/2016
1127329	30310	1/28/2016	2907.00		2907.00	
1127351	30310	1/29/2016	44.00		44.00	
1127352	30310	1/29/2016	1411.00		1411.00	
1127353	30310	1/29/2016	1071.00		1071.00	
1127354	30310	1/29/2016	1547.00		1547.00	
1127356	30310	1/29/2016	1020.00		1020.00	
1127361	30310	1/29/2016	90.00	78.00	12.00	6/10/2016
1127363	30310	1/29/2016	132.00		132.00	
1128156	30310	2/2/2016	855.00	754.00	101.00	10/17/2016
1128157	30310	2/2/2016	183.00	61.00	122.00	10/11/2016
1128158	30310	2/2/2016	1037.00		1037.00	
1128159	30310	2/2/2016	1564.00		1564.00	
1128160	30310	2/2/2016	289.00		289.00	
1128161	30310	2/2/2016	0.01			
1128162	30310	2/2/2016	415.00	415.00		5/24/2016
1128163	30310	2/2/2016	1054.00	1054.00		3/24/2016
1128176	30310	2/3/2016	288.00	288.00		9/23/2016
1128177	30310	2/3/2016	92.00		92.00	
1128178	30310	2/3/2016	1292.00		1292.00	
1128179	30310	2/3/2016	1087.99			
1128180	30310	2/3/2016	578.00		578.00	
1128181	30310	2/3/2016	676.00		676.00	
1128183	30310	2/3/2016	782.00		782.00	
1128192	30310	2/4/2016	1054.00	1054.00		7/29/2016
1128193	30310	2/4/2016	1037.00	1037.00		8/4/2016
1128197	30310	2/4/2016	310.00		310.00	
1128198	30310	2/4/2016	1360.00	550.00	810.00	10/11/2016
1128200	30310	2/4/2016	816.00	816.00		3/28/2016
1128208	30310	2/5/2016	1751.00	1025.00	726.00	9/29/2016
1128209	30310	2/5/2016	120.00		120.00	
1128211	30310	2/5/2016	352.00	352.00		4/22/2016
1128213	30310	2/8/2016	1071.00		1071.00	
1128218	30310	2/8/2016	544.00	480.00	64.00	3/28/2016
1128266	30310	2/11/2016	249.00		249.00	
1128268	30310	2/11/2016	391.00	100.00	291.00	8/8/2016
1128269	30310	2/11/2016	145.00		145.00	
1128402	30310	2/23/2016	85.00	85.00		3/8/2016
1128403	30310	2/23/2016	114.00		114.00	
1128404	30310	2/23/2016	1155.00		1155.00	
1128432	30310	2/24/2016	1904.00		1904.00	
1128473	30310	2/25/2016	224.00	224.00		6/13/2016
1128475	30310	2/25/2016	952.00		952.00	
1128556	30310	3/1/2016	612.00		612.00	
1128559	30310	3/2/2016	66.00		66.00	
1129291	30310	3/2/2016	3128.00		3128.00	
1129293	30310	3/2/2016	1513.00		1513.00	

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1129299	30310	3/2/2016	336.00		336.00	
1129301	30310	3/2/2016	927.00	17.00	910.00	3/21/2016
1129303	30310	3/2/2016	2703.00		2703.00	
1129305	30310	3/2/2016	330.00	330.00		7/12/2016
1129307	30310	3/2/2016	165.00		165.00	
1129313	30310	3/2/2016	96.00	96.00		4/7/2016
1129317	30310	3/2/2016	1479.00			
1129324	30310	3/2/2016	748.00		748.00	
1129328	30310	3/2/2016	102.00		102.00	
1129330	30310	3/2/2016	816.00		816.00	
1129331	30310	3/2/2016	1020.00		1020.00	
1129332	30310	3/2/2016	833.00		833.00	
1129333	30310	3/2/2016	270.00	270.00		9/15/2016
1129337	30310	3/3/2016	1224.00		1224.00	
1129338	30310	3/3/2016	714.00		714.00	
1129339	30310	3/3/2016	510.00	360.00	150.00	10/10/2016
1129351	30310	3/3/2016	578.00			4/25/2016
1129352	30310	3/3/2016	50.00	50.00		4/19/2016
1129353	30310	3/3/2016	1666.00	1666.00		9/9/2016
1129360	30310	3/3/2016	612.00	595.00	17.00	4/19/2016
1129364	30310	3/3/2016	1054.00		1054.00	
1129365	30310	3/3/2016	374.00	224.00	150.00	10/10/2016
1129366	30310	3/3/2016	1045.00	800.00	245.00	10/3/2016
1129368	30310	3/3/2016	1001.00	100.00	901.00	10/4/2016
1129369	30310	3/3/2016	300.00		300.00	
1129370	30310	3/3/2016	1105.00	1105.00		5/19/2016
1129371	30310	3/3/2016	2236.00		2236.00	
1129372	30310	3/3/2016	1581.00		1581.00	
1129373	30310	3/3/2016	255.00	22.83	232.17	11/9/2016
1129374	30310	3/3/2016	1326.00		1326.00	
1129403	30310	3/4/2016				
1129412	30310	3/4/2016	1836.00		1836.00	
1129413	30310	3/4/2016	578.00			
1129414	30310	3/4/2016	969.00	471.00	498.00	10/25/2016
1129416	30310	3/4/2016	816.00		816.00	
1129417	30310	3/4/2016	1564.00		1564.00	
1129419	30310	3/4/2016	18.00		18.00	
1129420	30310	3/4/2016	1972.00		1972.00	
1129423	30310	3/4/2016	578.00		578.00	
1129425	30310	3/4/2016	1530.00		1530.00	
1129436	30310	3/7/2016	297.00	44.00	253.00	10/10/2016
1129441	30310	3/7/2016	30.00	21.00	9.00	3/30/2016
1129442	30310	3/7/2016	1564.00	200.00	1364.00	9/27/2016
1129446	30310	3/7/2016	765.00	765.00		5/16/2016
1129447	30310	3/7/2016	2091.00		2091.00	
1129473	30310	3/8/2016	544.00		544.00	
1129474	30310	3/8/2016	363.00		363.00	
1129475	30310	3/8/2016	518.00	518.00		8/11/2016
1129477	30310	3/8/2016	2295.00		2295.00	
1129479	30310	3/8/2016	1020.00	1020.00		10/5/2016
1129482	30310	3/8/2016	760.00	150.00	610.00	10/13/2016
1129514	30310	3/9/2016	60.00		60.00	
1129515	30310	3/9/2016	1700.00		1700.00	
1129521	30310	3/9/2016	30.00		30.00	
1129530	30310	3/10/2016	1275.00		1275.00	

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1129531	30310	3/10/2016	174.00		174.00	
1129533	30310	3/10/2016	73.00	73.00		8/5/2016
1129534	30310	3/10/2016	1377.00	400.00	977.00	9/26/2016
1129535	30310	3/10/2016	0.01			
1129536	30310	3/10/2016	684.00	350.00	334.00	10/25/2016
1129541	30310	3/10/2016	1547.00		1547.00	
1129590	30310	3/11/2016	1920.00		1920.00	
1129591	30310	3/11/2016	1513.00	1513.00		7/11/2016
1129592	30310	3/11/2016	60.00	60.00		6/22/2016
1129594	30310	3/11/2016	180.00		180.00	
1129887	30310	3/30/2016	250.00		250.00	
1130905	30310	4/20/2016	135.00	135.00		7/5/2016
1130906	30310	4/20/2016	60.00		60.00	
1130907	30310	4/20/2016	527.00		527.00	
1130908	30310	4/20/2016	714.00	300.00	414.00	9/27/2016
1130909	30310	4/20/2016	935.00	250.00	685.00	10/6/2016
1130911	30310	4/20/2016	374.00		374.00	
1130912	30310	4/20/2016	1836.00		1836.00	
1130913	30310	4/20/2016	152.00	152.00		10/18/2016
1130933	30310	4/22/2016	1445.00		1445.00	
1130936	30310	4/22/2016	90.00		90.00	
1130937	30310	4/22/2016	408.00		408.00	
1130938	30310	4/22/2016	1122.00		1122.00	
1130939	30310	4/22/2016	765.00		765.00	
1130940	30310	4/22/2016				
1130945	30310	4/22/2016	2057.00	2057.00		9/26/2016
1130946	30310	4/22/2016	2057.00		2057.00	
1130947	30310	4/22/2016	92.00		92.00	
1130948	30310	4/22/2016	765.00	350.00	415.00	10/10/2016
1130963	30310	4/25/2016	1530.00		1530.00	
1130966	30310	4/25/2016	1071.00	1071.00		7/12/2016
1130968	30310	4/25/2016	408.00		408.00	
1130969	30310	4/25/2016	315.00		315.00	
1130970	30310	4/25/2016	938.00	938.00		9/20/2016
1130978	30310	4/26/2016	782.00	300.00	482.00	10/17/2016
1130980	30310	4/26/2016	252.00		252.00	
1130982	30310	4/26/2016	1088.00		1088.00	
1131003	30310	4/27/2016	1026.00	175.00	851.00	10/14/2016
1132024	30310	5/11/2016	119.00	119.00		5/11/2016
1132049	30310	5/12/2016	612.00		612.00	
1132050	30310	5/12/2016	80.00		80.00	
1132051	30310	5/12/2016	189.00	22.00	167.00	9/30/2016
1132052	30310	5/12/2016	136.00	136.00		6/15/2016
1132053	30310	5/12/2016	84.00		84.00	
1132054	30310	5/12/2016	1360.00		1360.00	
1132062	30310	5/13/2016	306.00	153.00	153.00	6/22/2016
1132064	30310	5/16/2016	87.00	87.00		8/17/2016
1132065	30310	5/16/2016	48.00		48.00	
1132066	30310	5/16/2016	1020.00		1020.00	
1132067	30310	5/16/2016	370.00		370.00	
1132069	30310	5/16/2016	272.00		272.00	
1132070	30310	5/16/2016	962.00	72.00	890.00	9/16/2016
1132071	30310	5/16/2016	740.00		740.00	
1132072	30310	5/16/2016	1258.00	1258.00		9/29/2016
1132073	30310	5/16/2016	501.00	501.00		9/15/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1132077	30310	5/17/2016	1173.00		1173.00	
1132083	30310	5/17/2016	90.00		90.00	
1132099	30310	5/18/2016	62.00		62.00	
1132100	30310	5/18/2016	90.00	34.00	56.00	10/19/2016
1132101	30310	5/18/2016				
1132191	30310	5/31/2016	1071.00		1071.00	
1132192	30310	5/31/2016	1105.00		1105.00	
1132193	30310	5/31/2016	544.00	534.00	10.00	10/13/2016
1133132	30310	6/16/2016	731.00		731.00	
1133133	30310	6/16/2016	731.00	300.00	431.00	10/12/2016
1133135	30310	6/16/2016	333.00	200.00	133.00	10/13/2016
1133136	30310	6/16/2016	68.00		68.00	
1133137	30310	6/16/2016	357.00	357.00		8/22/2016
1133138	30310	6/16/2016	612.00	169.12	442.88	12/15/2016
1133142	30310	6/17/2016	476.00		476.00	
1133143	30310	6/17/2016	663.00		663.00	
1133144	30310	6/17/2016	106.00		106.00	
1133145	30310	6/17/2016	2310.00		2310.00	
1133147	30310	6/17/2016	93.00		93.00	
1133148	30310	6/17/2016	168.00	86.00	82.00	10/14/2016
1133150	30310	6/17/2016	425.00	300.00	125.00	9/13/2016
1133165	30310	6/20/2016	177.00	177.50	-0.50	10/4/2016
1133167	30310	6/20/2016	1160.00		1160.00	
1133168	30310	6/20/2016	90.00	90.00		8/25/2016
1133170	30310	6/20/2016	833.00		833.00	
1133171	30310	6/20/2016	510.00		510.00	
1133172	30310	6/20/2016	765.00	270.00	495.00	8/29/2016
1133173	30310	6/20/2016	765.00		765.00	
1133175	30310	6/20/2016	748.00		748.00	
1133176	30310	6/21/2016	408.00		408.00	
1133181	30310	6/21/2016	255.00		255.00	
1133182	30310	6/21/2016	867.00		867.00	
1133183	30310	6/21/2016	884.00	235.00	649.00	10/3/2016
1133184	30310	6/21/2016	272.00		272.00	
1133192	30310	6/22/2016	901.00		901.00	
1133193	30310	6/22/2016	901.00	901.00		8/24/2016
1133194	30310	6/22/2016	59.00		59.00	
1133198	30310	6/22/2016	177.00	25.00	152.00	10/14/2016
1133199	30310	6/22/2016	255.00		255.00	
1133201	30310	6/22/2016	17.00		17.00	
1133202	30310	6/22/2016	132.00	132.00		9/30/2016
1133203	30310	6/22/2016	204.00		204.00	
1133233	30310	6/29/2016	510.00		510.00	
1134272	30310	7/27/2016	50.00		50.00	
1134275	30310	7/27/2016	30.00	30.00		10/28/2016
1134287	30310	7/28/2016	255.00		255.00	
1134288	30310	7/28/2016	48.00	48.00		9/16/2016
1134289	30310	7/28/2016	289.00		289.00	
1134292	30310	7/28/2016	306.01		306.01	
1134294	30310	7/28/2016	391.00		391.00	
1134306	30310	7/29/2016	17.00		17.00	
1134307	30310	7/29/2016	38.00		38.00	
1134309	30310	7/29/2016	238.00	238.00		8/25/2016
1134310	30310	7/29/2016	170.00	140.00	30.00	10/24/2016
1134311	30310	7/29/2016	255.00		255.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1134312	30310	7/29/2016	28.00		28.00	
1134313	30310	7/29/2016	20.00	20.00		9/6/2016
1135056	30310	8/2/2016	357.00		357.00	
1135057	30310	8/2/2016	408.00		408.00	
1135059	30310	8/2/2016	408.00		408.00	
1135065	30310	8/2/2016	360.00	200.00	160.00	10/4/2016
1135068	30310	8/2/2016	510.00		510.00	
1135069	30310	8/2/2016	510.00		510.00	
1135070	30310	8/2/2016	136.00		136.00	
1135073	30310	8/2/2016	0.01		0.01	
1135074	30310	8/2/2016	0.01		0.01	
1135079	30310	8/3/2016	0.01		0.01	
1135085	30310	8/3/2016	0.01		0.01	
1135086	30310	8/3/2016	0.01		0.01	
1135087	30310	8/3/2016	0.01		0.01	
1135088	30310	8/3/2016	0.01		0.01	
1135090	30310	8/3/2016	0.01		0.01	
1135091	30310	8/3/2016	0.01		0.01	
1135092	30310	8/3/2016	0.01		0.01	
1135093	30310	8/3/2016	0.01		0.01	
1135095	30310	8/3/2016				
1135207	30310	8/8/2016	102.00		102.00	
1135217	30310	8/9/2016	0.01		0.01	
1135218	30310	8/9/2016	0.01		0.01	
1135228	30310	8/9/2016	120.01		120.01	
1135283	30310	8/12/2016	40.00		40.00	
1136610	30310	9/16/2016	0.01		0.01	
1136611	30310	9/16/2016	0.01		0.01	
1136613	30310	9/16/2016	0.01		0.01	
1136614	30310	9/16/2016	0.01		0.01	
1136615	30310	9/16/2016	0.01		0.01	
1136616	30310	9/16/2016	0.01		0.01	
1136617	30310	9/16/2016	0.01		0.01	
1136618	30310	9/16/2016	0.01		0.01	
1136620	30310	9/16/2016	0.01		0.01	
1136621	30310	9/16/2016	0.01		0.01	
1136622	30310	9/16/2016	0.01		0.01	
1136624	30310	9/16/2016	0.01		0.01	
1136626	30310	9/16/2016	0.01		0.01	
1136627	30310	9/16/2016	0.01		0.01	
1136629	30310	9/19/2016	0.01		0.01	
1136635	30310	9/19/2016	0.01		0.01	
1136644	30310	9/19/2016	0.01		0.01	
1136645	30310	9/19/2016	0.01		0.01	
1136646	30310	9/19/2016	0.01		0.01	
1136647	30310	9/19/2016	0.01		0.01	
1136651	30310	9/20/2016	0.01		0.01	
1136667	30310	9/20/2016	0.01		0.01	
1136668	30310	9/20/2016	0.01		0.01	
1136669	30310	9/20/2016	0.01		0.01	
1136671	30310	9/20/2016	0.01		0.01	
1136674	30310	9/20/2016	0.01		0.01	
1136675	30310	9/20/2016	0.01		0.01	
1136676	30310	9/20/2016	0.01		0.01	
1136677	30310	9/20/2016	0.01		0.01	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1057122	30310A	1/18/2012	203.00	203.00		4/17/2015
1062408	30310A	4/11/2012	459.00	60.00	399.00	6/26/2012
1062509	30310A	4/16/2012	65.00		65.00	
1062511	30310A	4/16/2012	9.00		9.00	
1062515	30310A	4/17/2012	73.00		73.00	
1062516	30310A	4/17/2012	175.00	21.00	154.00	7/3/2013
1062540	30310A	4/17/2012	10.00		10.00	
1062541	30310A	4/17/2012	42.00		42.00	
1062542	30310A	4/17/2012	100.00	53.00	47.00	7/12/2012
1062560	30310A	4/17/2012	56.00		56.00	
1062562	30310A	4/17/2012	71.99		71.99	
1062567	30310A	4/17/2012	54.00		54.00	
1062581	30310A	4/17/2012	64.00		64.00	
1062585	30310A	4/17/2012	32.00	32.00		6/26/2012
1062592	30310A	4/17/2012	22.00	22.00		6/12/2012
1062610	30310A	4/17/2012	45.00		45.00	
1062758	30310A	4/23/2012	19.00		19.00	
1062887	30310A	5/1/2012	39.00		39.00	
1064243	30310A	5/7/2012	60.00	60.00		5/21/2012
1064514	30310A	5/17/2012	120.00	120.00		8/31/2012
1064674	30310A	5/24/2012	63.00		63.00	
1064773	30310A	6/1/2012	93.00	20.00	73.00	7/5/2012
1066033	30310A	6/4/2012	67.00	67.00		12/28/2012
1066229	30310A	6/12/2012	45.00	45.00		7/20/2012
1066589	30310A	7/2/2012	30.00		30.00	
1067747	30310A	7/3/2012	2982.00		2982.00	
1067755	30310A	7/3/2012	58.00		58.00	
1068015	30310A	7/16/2012	25.00		25.00	
1068018	30310A	7/16/2012	32.00		32.00	
1068227	30310A	7/25/2012	12.00	12.00		8/15/2012
1068228	30310A	7/25/2012	18.00		18.00	
1069703	30310A	8/17/2012	1170.00	969.47	200.53	2/2/2016
1069708	30310A	8/17/2012	44.00	44.00		3/30/2016
1069716	30310A	8/17/2012	30.00		30.00	
1071218	30310A	9/10/2012	30.00	30.00		9/22/2014
1071541	30310A	9/21/2012	30.00	30.00		12/12/2012
1071546	30310A	9/21/2012	31.00	30.00	1.00	10/12/2012
1071548	30310A	9/21/2012	30.00		30.00	
1074982	30310A	11/2/2012	91.00	77.00	14.00	1/16/2013
1074996	30310A	11/2/2012	8.00		8.00	
1074998	30310A	11/2/2012	25.00		25.00	
1075003	30310A	11/2/2012	33.00	33.00		12/31/2012
1075139	30310A	11/7/2012	30.00		30.00	
1075144	30310A	11/7/2012	9.00		9.00	
1075146	30310A	11/7/2012	31.00	31.00		10/1/2013
1075150	30310A	11/7/2012	34.00		34.00	
1075413	30310A	11/16/2012	9.00		9.00	
1075454	30310A	11/16/2012	29.00		29.00	
1075455	30310A	11/16/2012	60.00		60.00	
1075456	30310A	11/16/2012	61.00		61.00	
1077077	30310A	12/6/2012	47.00		47.00	
1079330	30310A	1/22/2013	16.00		16.00	
1079358	30310A	1/23/2013	52.00		52.00	
1079373	30310A	1/23/2013	89.00	89.00		5/23/2016
1080809	30310A	2/7/2013	30.00	30.00		5/2/2013

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1080810	30310A	2/7/2013	576.00		576.00	
1080819	30310A	2/7/2013	14.99	14.99		5/2/2013
1081099	30310A	2/20/2013	61.00	61.00		5/23/2013
1081156	30310A	2/25/2013				
1081160	30310A	2/25/2013	29.00		29.00	
1082820	30310A	3/15/2013	1160.00		1160.00	
1083028	30310A	3/28/2013	113.00		113.00	
1083057	30310A	3/29/2013	31.00	31.00		6/13/2013
1083083	30310A	4/1/2013	56.00		56.00	
1083084	30310A	4/1/2013	30.00		30.00	
1086095	30310A	5/7/2013	61.00	61.00		8/2/2013
1086142	30310A	5/8/2013	183.00		183.00	
1086539	30310A	6/3/2013	97.00		97.00	
1086542	30310A	6/3/2013	126.00		126.00	
1086625	30310A	6/4/2013	30.00	23.00	7.00	5/12/2016
1087790	30310A	6/10/2013	43.00		43.00	
1088051	30310A	6/19/2013	77.00	76.00		10/11/2013
1088086	30310A	6/20/2013	61.00	61.00		10/9/2013
1088088	30310A	6/20/2013	32.00		32.00	
1088199	30310A	6/26/2013	30.00	30.00		8/21/2013
1088204	30310A	6/26/2013	60.00		60.00	
1088212	30310A	6/27/2013	29.00		29.00	
1089457	30310A	7/2/2013	82.00		82.00	
1089743	30310A	7/16/2013	26.00	26.00		3/19/2015
1089765	30310A	7/16/2013	6.00		6.00	
1089805	30310A	7/17/2013	51.00		51.00	
1090043	30310A	7/30/2013	43.00	14.00	29.00	9/12/2013
1090045	30310A	7/30/2013	30.00		30.00	
1091239	30310A	8/6/2013	90.00		90.00	
1091240	30310A	8/6/2013	74.00		74.00	
1091245	30310A	8/6/2013	450.00		450.00	
1091423	30310A	8/15/2013	203.00	192.00		7/21/2014
1091426	30310A	8/15/2013	118.00	118.00	-46.00	10/31/2016
1091441	30310A	8/16/2013	90.00		90.00	
1091653	30310A	8/28/2013	62.00	62.00		12/11/2013
1091656	30310A	8/28/2013	29.00	11.00	18.00	10/11/2013
1093134	30310A	9/13/2013	31.00		31.00	
1093158	30310A	9/13/2013	90.00	90.00		11/26/2013
1094565	30310A	10/8/2013	100.00		100.00	
1094945	30310A	10/24/2013	60.00		60.00	
1095051	30310A	11/1/2013	272.01	272.01		9/2/2014
1095056	30310A	11/1/2013	121.00		121.00	
1096055	30310A	11/5/2013	13.00		13.00	
1096056	30310A	11/5/2013	28.00		28.00	
1096110	30310A	11/7/2013	108.00	108.00		10/24/2014
1096222	30310A	11/15/2013	124.00		124.00	
1096256	30310A	11/18/2013	33.00	33.00		2/20/2014
1096257	30310A	11/18/2013	29.00		29.00	
1096336	30310A	11/20/2013	63.00	63.00		12/2/2014
1096338	30310A	11/20/2013	31.00	31.00		2/7/2014
1097620	30310A	12/4/2013	30.00		30.00	
1097674	30310A	12/5/2013	42.00		42.00	
1098831	30310A	1/6/2014	191.00	24.00	167.00	3/14/2014
1098832	30310A	1/6/2014	45.00		45.00	
1098833	30310A	1/6/2014	31.00		31.00	9/26/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1098956	30310A	1/10/2014	45.00		45.00	
1098968	30310A	1/13/2014	67.00	32.00	35.00	3/17/2014
1098969	30310A	1/13/2014	91.00	57.00	34.00	3/30/2016
1099177	30310A	1/30/2014	33.00	29.00	3.00	2/27/2014
1099181	30310A	1/30/2014	49.00	49.00		11/3/2014
1099182	30310A	1/30/2014	63.00		63.00	
1099187	30310A	1/30/2014	15.00	15.00		3/6/2014
1099189	30310A	1/30/2014	47.00	47.00		11/13/2014
1099190	30310A	1/30/2014	88.00	88.00		10/1/2014
1099203	30310A	1/31/2014	43.00		43.00	
1099205	30310A	1/31/2014	62.00		62.00	
1099902	30310A	2/6/2014	89.00		89.00	
1099913	30310A	2/6/2014	61.00	61.00		5/6/2014
1100232	30310A	2/26/2014	33.00		33.00	
1100248	30310A	2/27/2014	182.00	182.00		10/28/2014
1101066	30310A	3/10/2014	55.00	55.00		6/24/2014
1101070	30310A	3/10/2014	53.00		53.00	
1101073	30310A	3/10/2014	50.00		50.00	
1101075	30310A	3/10/2014	110.00	56.33	53.67	10/20/2016
1101076	30310A	3/10/2014	60.00		60.00	
1101253	30310A	3/20/2014	33.00		33.00	
1101303	30310A	3/25/2014	33.00		33.00	
1101305	30310A	3/25/2014	86.00		86.00	
1101306	30310A	3/25/2014	152.00		152.00	
1101309	30310A	3/25/2014	62.00	62.00		10/26/2015
1101313	30310A	3/25/2014	69.00		69.00	
1102168	30310A	4/2/2014	30.00	30.00		10/10/2014
1102206	30310A	4/3/2014	51.00	51.00		10/2/2014
1102214	30310A	4/3/2014	20.00		20.00	
1102232	30310A	4/4/2014	107.00	60.00	47.00	10/22/2014
1102233	30310A	4/4/2014	47.00		47.00	
1102237	30310A	4/4/2014	90.00	90.00		7/31/2014
1102254	30310A	4/7/2014	30.00	30.00		6/2/2014
1102259	30310A	4/7/2014	112.00	112.00		10/17/2014
1102455	30310A	4/25/2014	61.00		61.00	
1103375	30310A	5/13/2014	91.00		91.00	
1103645	30310A	5/29/2014	30.00		30.00	
1103656	30310A	5/30/2014	26.00		26.00	
1104318	30310A	6/4/2014	52.00	52.00		7/23/2014
1104362	30310A	6/9/2014	96.00	96.00		10/24/2014
1104369	30310A	6/9/2014	52.00		52.00	
1105358	30310A	7/3/2014	42.00	42.00		9/19/2014
1105361	30310A	7/3/2014	71.00		71.00	
1105368	30310A	7/3/2014	172.00	172.00		10/17/2014
1105383	30310A	7/3/2014	61.00		61.00	
1105418	30310A	7/8/2014	58.00	58.00		10/24/2014
1105426	30310A	7/8/2014	38.00		38.00	
1105429	30310A	7/8/2014	101.00		101.00	
1105459	30310A	7/10/2014	30.00	30.00		9/11/2014
1105749	30310A	8/1/2014	91.00		91.00	
1105774	30310A	8/1/2014	45.00		45.00	
1105775	30310A	8/1/2014	46.00		46.00	
1105778	30310A	8/1/2014	6.00		6.00	
1106396	30310A	8/8/2014				
1106397	30310A	8/8/2014	38.00	33.00	5.00	10/1/2014

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1106399	30310A	8/8/2014	30.00		30.00	
1106409	30310A	8/8/2014	7.00		7.00	
1107541	30310A	9/5/2014	102.00	102.00	-0.10	4/15/2015
1107545	30310A	9/5/2014	31.00	31.00		1/15/2015
1107586	30310A	9/8/2014	91.00	91.00		3/30/2016
1107602	30310A	9/9/2014	46.00		46.00	
1108797	30310A	10/2/2014	169.00	72.00	97.00	12/10/2014
1108834	30310A	10/3/2014	44.00		44.00	
1108838	30310A	10/3/2014	51.00	51.00		2/3/2015
1108852	30310A	10/6/2014	29.00	29.00		3/23/2015
1108853	30310A	10/6/2014	165.00	163.00	2.00	4/22/2015
1108860	30310A	10/6/2014	64.00		64.00	
1108866	30310A	10/6/2014	34.00		34.00	
1108868	30310A	10/6/2014	144.00		144.00	
1108872	30310A	10/6/2014	30.00	30.00		6/17/2015
1108875	30310A	10/6/2014	20.00	20.00		3/10/2015
1108896	30310A	10/7/2014	30.00		30.00	
1108899	30310A	10/7/2014	75.00		75.00	
1108900	30310A	10/7/2014	34.00		34.00	
1109942	30310A	11/5/2014	106.00	97.00	9.00	2/13/2015
1109943	30310A	11/5/2014	15.00		15.00	
1109966	30310A	11/6/2014	30.00		30.00	
1109968	30310A	11/6/2014	116.00		116.00	
1109971	30310A	11/6/2014	91.00	91.00		7/29/2015
1109972	30310A	11/6/2014	59.00		59.00	
1111199	30310A	12/12/2014	28.00	6.00	22.00	1/5/2015
1111222	30310A	12/15/2014	31.00	31.00		2/5/2015
1111223	30310A	12/15/2014	61.00	61.00		2/26/2015
1111225	30310A	12/15/2014	60.00	49.00	11.00	2/3/2015
1111226	30310A	12/15/2014	107.00	24.00	83.00	1/6/2015
1111235	30310A	12/15/2014	85.00		85.00	
1112391	30310A	1/7/2015	109.00		109.00	
1112407	30310A	1/7/2015	120.00	120.00		6/16/2015
1112416	30310A	1/8/2015	115.00		115.00	
1112426	30310A	1/8/2015	0.01			
1113497	30310A	2/4/2015	91.00	91.00		6/8/2015
1113560	30310A	2/6/2015	61.00	45.00	16.00	4/9/2015
1113561	30310A	2/6/2015	31.00		31.00	
1113563	30310A	2/6/2015	64.00	64.00		5/5/2015
1113574	30310A	2/6/2015	30.00		30.00	
1113826	30310A	2/23/2015	44.00	44.00		8/4/2016
1114787	30310A	3/9/2015	74.00		74.00	
1114791	30310A	3/9/2015	29.00		29.00	
1114802	30310A	3/10/2015	73.00		73.00	
1114807	30310A	3/10/2015	59.00	59.00		6/12/2015
1114812	30310A	3/10/2015	31.00	31.00		4/28/2015
1114814	30310A	3/11/2015	120.00	19.00	101.00	3/30/2015
1114815	30310A	3/11/2015	31.00		31.00	
1115968	30310A	4/9/2015	113.00		113.00	
1115991	30310A	4/10/2015	92.00		92.00	
1115997	30310A	4/10/2015	30.00		30.00	
1116008	30310A	4/10/2015	79.00		79.00	
1116121	30310A	4/20/2015	34.00	34.00		5/23/2016
1116386	30310A	5/1/2015	58.00	58.00		8/7/2015
1117090	30310A	5/4/2015	155.00	29.00	126.00	6/3/2015

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1117098	30310A	5/5/2015	29.00	29.00		6/2/2015
1117099	30310A	5/5/2015	91.00	45.00	46.00	9/11/2015
1117108	30310A	5/5/2015	49.00	49.00		3/30/2016
1117113	30310A	5/5/2015	8.00	8.00		12/30/2015
1117215	30310A	5/12/2015	49.00		49.00	
1117356	30310A	5/19/2015	328.00		328.00	
1117364	30310A	5/19/2015	9.00		9.00	
1117389	30310A	5/21/2015	8.00		8.00	
1117448	30310A	5/28/2015	44.00	44.00		8/14/2015
1118360	30310A	6/4/2015	36.00		36.00	
1118380	30310A	6/4/2015	31.00	31.00		7/29/2015
1118391	30310A	6/4/2015	62.00		62.00	
1118826	30310A	6/26/2015	80.00	80.00		9/25/2015
1119686	30310A	7/7/2015	88.00	88.00		10/20/2015
1119706	30310A	7/8/2015	97.00	97.00		11/16/2015
1119736	30310A	7/9/2015	244.00		244.00	
1119899	30310A	7/22/2015	16.00	16.00		7/24/2015
1119965	30310A	7/24/2015	26.00		26.00	
1119970	30310A	7/24/2015	38.00		38.00	
1120854	30310A	8/4/2015	65.00	65.00		3/18/2016
1120858	30310A	8/4/2015	29.00	29.00		2/18/2016
1120862	30310A	8/4/2015	12.00	11.00	1.00	8/24/2015
1120866	30310A	8/4/2015	36.00	36.00		6/9/2016
1120877	30310A	8/5/2015	31.00	31.00		10/2/2015
1120880	30310A	8/5/2015	30.00		30.00	
1120881	30310A	8/5/2015	153.00		153.00	
1120882	30310A	8/5/2015	90.00	168.00	-78.00	3/30/2016
1120883	30310A	8/5/2015	22.00	22.00		10/5/2015
1120885	30310A	8/5/2015	90.00		90.00	
1120886	30310A	8/5/2015	32.00		32.00	
1122185	30310A	9/8/2015	77.00	77.00		2/29/2016
1122186	30310A	9/8/2015	115.00		115.00	
1122248	30310A	9/9/2015	64.00	59.00	5.00	11/10/2015
1122256	30310A	9/9/2015	169.00	52.00	117.00	11/12/2015
1122265	30310A	9/10/2015	60.00		60.00	
1122295	30310A	9/11/2015	61.00		61.00	
1122306	30310A	9/11/2015	1174.00		1174.00	
1122488	30310A	9/22/2015	63.00		63.00	
1122492	30310A	9/22/2015	60.00	60.00		5/23/2016
1123803	30310A	10/28/2015	61.00		61.00	
1123822	30310A	10/28/2015	91.00		91.00	
1123823	30310A	10/28/2015	22.00		22.00	
1123827	30310A	10/28/2015	14.00		14.00	
1123883	30310A	10/30/2015	37.00	37.00		1/26/2016
1124731	30310A	11/10/2015	30.00	1.00	29.00	2/9/2017
1124732	30310A	11/10/2015	72.00	72.00		12/1/2015
1124959	30310A	11/25/2015	57.00	57.00		10/6/2016
1125852	30310A	12/7/2015	13.00		13.00	
1125916	30310A	12/8/2015	113.00		113.00	
1125918	30310A	12/8/2015	94.00		94.00	
1126119	30310A	12/22/2015	26.00		26.00	
1127323	30310A	1/28/2016	69.00	69.00		6/22/2016
1127330	30310A	1/28/2016	29.00		29.00	
1127360	30310A	1/29/2016	47.00		47.00	
1127375	30310A	2/1/2016	37.00		37.00	

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1128155	30310A	2/2/2016	75.00	75.00		4/5/2016
1128165	30310A	2/3/2016	124.00	73.00	51.00	4/12/2016
1128174	30310A	2/3/2016	13.00		13.00	
1128175	30310A	2/3/2016	10.00		10.00	
1128182	30310A	2/3/2016	99.00	96.00	3.00	7/29/2016
1128195	30310A	2/4/2016	90.00		90.00	
1128196	30310A	2/4/2016	62.00	62.00		5/10/2016
1128228	30310A	2/9/2016	30.00		30.00	
1128406	30310A	2/23/2016	510.00		510.00	
1128410	30310A	2/23/2016	95.00		95.00	
1128466	30310A	2/25/2016	29.00	29.00		4/26/2016
1128537	30310A	2/29/2016	25.00	25.00		4/18/2016
1128558	30310A	3/1/2016	78.00		78.00	
1129316	30310A	3/2/2016	43.00	43.00		6/30/2016
1129326	30310A	3/2/2016	55.00		55.00	
1129327	30310A	3/2/2016	87.00		87.00	
1129329	30310A	3/2/2016	61.00		61.00	
1129362	30310A	3/3/2016	38.00		38.00	
1129375	30310A	3/3/2016	45.00		45.00	
1129415	30310A	3/4/2016	88.00		88.00	
1129424	30310A	3/4/2016	112.00		112.00	
1129434	30310A	3/7/2016	150.00		150.00	
1129439	30310A	3/7/2016	49.00		49.00	
1129440	30310A	3/7/2016	99.00		99.00	
1129445	30310A	3/7/2016	14.00		14.00	
1129458	30310A	3/8/2016	92.00		92.00	
1129472	30310A	3/8/2016	67.00	67.00		6/3/2016
1129509	30310A	3/9/2016	29.00		29.00	
1129532	30310A	3/10/2016	9.00		9.00	
1129538	30310A	3/10/2016	63.00	35.00	28.00	5/17/2016
1129543	30310A	3/10/2016	61.00	19.00	42.00	4/25/2016
1129569	30310A	3/11/2016	13.00		13.00	
1129589	30310A	3/11/2016	47.00	47.00		6/30/2016
1129593	30310A	3/11/2016	91.00		91.00	
1129737	30310A	3/22/2016	33.00		33.00	
1130903	30310A	4/20/2016	442.00		442.00	
1130904	30310A	4/20/2016	75.00		75.00	
1130910	30310A	4/20/2016	107.00		107.00	
1130941	30310A	4/22/2016	115.00		115.00	
1130942	30310A	4/22/2016	19.00	19.00		8/19/2016
1130943	30310A	4/22/2016	42.00		42.00	
1130950	30310A	4/22/2016	27.00		27.00	
1130959	30310A	4/25/2016	60.00	60.00		8/15/2016
1130967	30310A	4/25/2016	99.00	99.00		9/6/2016
1130971	30310A	4/25/2016	100.00	95.00	5.00	6/13/2016
1130979	30310A	4/26/2016	63.00	63.00		7/20/2016
1130984	30310A	4/26/2016	63.00	63.00		9/6/2016
1131089	30310A	4/29/2016	91.00		91.00	
1132032	30310A	5/11/2016	59.00		59.00	
1132061	30310A	5/13/2016	84.00		84.00	
1132078	30310A	5/17/2016	45.00		45.00	
1132079	30310A	5/17/2016	30.00		30.00	
1132084	30310A	5/17/2016	48.00		48.00	
1133134	30310A	6/16/2016	14.00		14.00	
1133146	30310A	6/17/2016	87.00		87.00	

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1133149	30310A	6/17/2016	57.00		57.00	
1133151	30310A	6/20/2016	26.00		26.00	
1133164	30310A	6/20/2016	59.00		59.00	
1133166	30310A	6/20/2016	30.00	30.00		10/17/2016
1133174	30310A	6/20/2016	765.00		765.00	
1133180	30310A	6/21/2016	12.00		12.00	
1133185	30310A	6/21/2016	43.00		43.00	
1133186	30310A	6/21/2016	36.00		36.00	
1133200	30310A	6/22/2016	42.00	12.00	30.00	7/25/2016
1134266	30310A	7/26/2016	32.00		32.00	
1134271	30310A	7/27/2016	14.00	14.00		9/1/2016
1134274	30310A	7/27/2016	8.00		8.00	
1134277	30310A	7/28/2016	3.00		3.00	
1134284	30310A	7/28/2016	7.00		7.00	
1134286	30310A	7/28/2016	15.00		15.00	
1134290	30310A	7/28/2016	21.00		21.00	
1134293	30310A	7/28/2016	23.00		23.00	
1134295	30310A	7/28/2016	23.00		23.00	
1135060	30310A	8/2/2016	0.01		0.01	
1135066	30310A	8/2/2016	30.00		30.00	
1135071	30310A	8/2/2016	0.01		0.01	
1135072	30310A	8/2/2016	1460.00		1460.00	
1135078	30310A	8/3/2016	0.01		0.01	
1135084	30310A	8/3/2016	0.01		0.01	
1135089	30310A	8/3/2016	0.01		0.01	
1135094	30310A	8/3/2016	0.01		0.01	
1135219	30310A	8/9/2016	0.01		0.01	
1135220	30310A	8/9/2016	0.01		0.01	
1135221	30310A	8/9/2016	0.01		0.01	
1135284	30310A	8/12/2016	14.00		14.00	
1136586	30310A	9/14/2016	1460.00		1460.00	
1136587	30310A	9/14/2016	360.00		360.00	
1136619	30310A	9/16/2016	0.01		0.01	
1136634	30310A	9/19/2016	0.01		0.01	
1136648	30310A	9/19/2016	0.01		0.01	
1136650	30310A	9/19/2016	0.01		0.01	
1136652	30310A	9/20/2016	0.01		0.01	
1136672	30310A	9/20/2016	0.01		0.01	
1136673	30310A	9/20/2016	0.01		0.01	
1136678	30310A	9/20/2016	0.01		0.01	
1136679	30310A	9/20/2016	0.01		0.01	
1033010	30355	9/22/2010	180.00		180.00	
1033011	30355	9/22/2010	120.00		120.00	
1033013	30355	9/22/2010	120.00	7.58	112.42	5/23/2013
1033026	30355	9/22/2010	1020.00		1020.00	
1033027	30355	9/22/2010	1104.00		1104.00	
1033028	30355	9/22/2010	690.00		690.00	
1033031	30355	9/23/2010	240.00		240.00	
1033069	30355	9/24/2010	150.00		150.00	
1033070	30355	9/24/2010	1200.00		1200.00	
1033072	30355	9/24/2010	180.00		180.00	
1033073	30355	9/24/2010	3330.00		3330.00	
1033074	30355	9/24/2010	600.00		600.00	
1033075	30355	9/24/2010	174.00		174.00	
1033077	30355	9/24/2010	29.00		29.00	

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1033079	30355	9/24/2010	56.00		56.00	
1033084	30355	9/27/2010	3403.41		3403.41	
1033085	30355	9/27/2010	1620.00		1620.00	
1033086	30355	9/27/2010	1618.42		1618.42	
1033087	30355	9/27/2010	540.00		540.00	
1033089	30355	9/27/2010	180.00		180.00	
1033099	30355	9/27/2010	153.00		153.00	
1033135	30355	9/28/2010	1682.00	1682.00	-1.00	1/28/2016
1033137	30355	9/28/2010	34.06		34.06	
1033138	30355	9/28/2010	13538.85	600.00	12938.85	9/14/2011
1033144	30355	9/29/2010	544.06		544.06	
1033145	30355	9/29/2010	1123.98	4.88	1119.10	3/11/2013
1033147	30355	9/29/2010	766.35		766.35	
1033150	30355	9/30/2010	591.09		591.09	
1033162	30355	9/30/2010	732.29		732.29	
1033164	30355	9/30/2010	255.45		255.45	
1033666	30355	10/5/2010	220.00	100.00	120.00	7/3/2013
1033733	30355	10/5/2010	780.00		780.00	
1033736	30355	10/5/2010	750.00	1.95	748.05	9/16/2016
1033741	30355	10/7/2010	885.56		885.56	
1033742	30355	10/7/2010	408.72		408.72	
1033746	30355	10/7/2010	34.06		34.06	
1033747	30355	10/7/2010	62.00		62.00	
1033775	30355	10/7/2010	60.00		60.00	
1033776	30355	10/7/2010	1920.00	1920.00		3/20/2015
1033778	30355	10/7/2010	390.00		390.00	
1033780	30355	10/7/2010	1215.00	475.00	740.00	6/16/2011
1033782	30355	10/7/2010	120.00		120.00	
1033783	30355	10/7/2010	1500.00		1500.00	
1033784	30355	10/7/2010	1800.00		1800.00	
1033786	30355	10/7/2010	1276.00	1276.00		7/17/2012
1033789	30355	10/7/2010	60.00		60.00	
1033792	30355	10/7/2010	900.00		900.00	
1033793	30355	10/7/2010	660.00	569.48	90.52	10/12/2016
1033795	30355	10/7/2010	330.00		330.00	
1033798	30355	10/7/2010	694.00	289.27	404.73	5/28/2014
1033800	30355	10/7/2010	52.00		52.00	
1033801	30355	10/7/2010	15.00		15.00	
1033804	30355	10/8/2010	840.00		840.00	
1033808	30355	10/8/2010	64.00		64.00	
1033836	30355	10/8/2010	3609.24	50.00	3559.24	3/15/2011
1033841	30355	10/8/2010	1560.00		1560.00	
1033842	30355	10/8/2010	150.00	6.67	143.33	10/14/2016
1033843	30355	10/8/2010	116.00	20.00	96.00	1/11/2011
1033852	30355	10/8/2010	1020.00		1020.00	
1033854	30355	10/8/2010	1770.00		1770.00	
1033855	30355	10/8/2010	630.00		630.00	
1033856	30355	10/8/2010	295.00		295.00	
1033858	30355	10/12/2010	180.00	171.88	8.12	1/30/2012
1033859	30355	10/12/2010	4395.00	126.50	4268.50	3/22/2011
1033861	30355	10/12/2010	330.00		330.00	
1033862	30355	10/12/2010	34.06		34.06	
1033863	30355	10/12/2010	150.00	1.84	148.16	5/23/2013
1033866	30355	10/12/2010	1320.00		1320.00	
1033867	30355	10/12/2010	152.00	62.00	90.00	1/10/2011

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1033868	30355	10/12/2010	124.00		124.00	
1033891	30355	10/12/2010	1021.80		1021.80	
1033892	30355	10/12/2010	119.00		119.00	
1033895	30355	10/12/2010	1341.00	1043.00	298.00	10/3/2016
1033896	30355	10/12/2010	70.00	21.11	48.89	12/8/2016
1033897	30355	10/12/2010	930.00	389.39	540.61	1/25/2012
1033898	30355	10/12/2010	780.00		780.00	
1033899	30355	10/12/2010	3330.00		3330.00	
1033902	30355	10/12/2010	198.00	150.00	48.00	1/6/2011
1033904	30355	10/12/2010	4440.00		4440.00	
1033911	30355	10/12/2010	90.00	90.00		6/22/2016
1033913	30355	10/12/2010	720.00	14.67	705.33	12/7/2011
1033914	30355	10/12/2010	300.00	300.00		6/22/2016
1033917	30355	10/12/2010	420.00	25.00	395.00	12/10/2010
1033954	30355	10/13/2010	201.00	60.00	141.00	3/4/2011
1033955	30355	10/13/2010	7440.00	1714.34	5725.66	1/24/2013
1033959	30355	10/13/2010	249.00		249.00	
1033962	30355	10/13/2010	90.00		90.00	
1033963	30355	10/13/2010	595.00	200.00	395.00	3/29/2011
1033964	30355	10/13/2010	416.00		416.00	
1033965	30355	10/13/2010	2070.00		2070.00	
1033966	30355	10/13/2010	12.00		12.00	
1033968	30355	10/13/2010	80.00	62.48	17.52	11/14/2013
1033971	30355	10/13/2010	1830.00		1830.00	
1033973	30355	10/13/2010	60.00		60.00	
1033974	30355	10/13/2010	630.00		630.00	
1033977	30355	10/13/2010	2.00		2.00	
1033982	30355	10/13/2010	118.00		118.00	
1033983	30355	10/13/2010	146.00	127.00	19.00	2/1/2011
1033984	30355	10/13/2010	360.00		360.00	
1033986	30355	10/13/2010	104.00		104.00	
1033988	30355	10/13/2010	60.00		60.00	
1034000	30355	10/14/2010	780.00		780.00	
1034006	30355	10/14/2010	60.00		60.00	
1034008	30355	10/14/2010	2430.00		2430.00	
1034011	30355	10/14/2010	1797.00		1797.00	
1034012	30355	10/14/2010	120.00		120.00	
1034017	30355	10/14/2010	90.00		90.00	
1034020	30355	10/14/2010	840.00	803.21	36.79	10/19/2016
1034022	30355	10/15/2010	100.00		100.00	
1034023	30355	10/15/2010	1500.00		1500.00	
1034025	30355	10/15/2010	2040.00	1713.22	326.78	5/23/2016
1034026	30355	10/15/2010	320.00	120.00	200.00	10/22/2010
1034027	30355	10/15/2010	138.00		138.00	
1034028	30355	10/15/2010	921.00	60.00	861.00	4/28/2011
1034043	30355	10/15/2010	90.00		90.00	
1034044	30355	10/15/2010	144.00		144.00	
1034047	30355	10/15/2010	150.00		150.00	
1034050	30355	10/15/2010	90.00		90.00	
1034053	30355	10/15/2010	1470.00		1470.00	
1034054	30355	10/15/2010	60.00		60.00	
1034055	30355	10/15/2010	180.00		180.00	
1034077	30355	10/18/2010	120.00		120.00	
1034080	30355	10/18/2010	60.00		60.00	
1034081	30355	10/18/2010	60.00		60.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1034082	30355	10/18/2010	60.00		60.00	
1034083	30355	10/18/2010	1830.00		1830.00	
1034084	30355	10/18/2010	333.00	68.00	265.00	11/17/2010
1034087	30355	10/18/2010	1260.00		1260.00	
1034088	30355	10/18/2010	3360.00		3360.00	
1034092	30355	10/18/2010	414.00	150.00	264.00	2/8/2011
1034204	30355	10/25/2010	120.00		120.00	
1034211	30355	10/25/2010	960.00	30.95	929.05	5/7/2012
1034213	30355	10/25/2010	870.00		870.00	
1034219	30355	10/25/2010	180.00	41.48	138.52	1/24/2013
1034221	30355	10/25/2010	1530.00		1530.00	
1034222	30355	10/25/2010	60.00		60.00	
1034223	30355	10/25/2010	120.00		120.00	
1034225	30355	10/25/2010	1008.00	230.00	778.00	5/3/2012
1034226	30355	10/25/2010	1560.00		1560.00	
1034227	30355	10/25/2010	2070.00		2070.00	
1034229	30355	10/25/2010	46.00		46.00	
1034234	30355	10/25/2010	102.00		102.00	
1034236	30355	10/25/2010	1650.00		1650.00	
1034242	30355	10/26/2010	120.00		120.00	
1034244	30355	10/26/2010	1566.76		1566.76	
1034251	30355	10/26/2010	1590.00		1590.00	
1034265	30355	10/26/2010	2970.00		2970.00	
1034267	30355	10/26/2010	2880.00		2880.00	
1034269	30355	10/26/2010	189.00	22.53	166.47	5/31/2013
1034270	30355	10/26/2010	270.00		270.00	
1034272	30355	10/26/2010	2220.00		2220.00	
1034273	30355	10/26/2010	2.00		2.00	
1034274	30355	10/26/2010	60.00	60.00		10/14/2016
1034373	30355	10/26/2010	540.00		540.00	
1034374	30355	10/26/2010	870.00		870.00	
1034380	30355	10/26/2010	90.00		90.00	
1034381	30355	10/26/2010	3180.00		3180.00	
1034382	30355	10/26/2010	60.00		60.00	
1034385	30355	10/26/2010	690.00		690.00	
1034386	30355	10/27/2010	408.00		408.00	
1034387	30355	10/27/2010	3307.00		3307.00	
1034388	30355	10/27/2010	1950.00	1851.81	98.19	11/9/2016
1034389	30355	10/27/2010	2214.00		2214.00	
1034390	30355	10/27/2010	116.00		116.00	8/8/2011
1034391	30355	10/27/2010	62.00		62.00	
1034394	30355	10/27/2010	155.00		155.00	
1034395	30355	10/27/2010	1350.00	125.14	1220.15	1/25/2017
1034396	30355	10/27/2010	2580.00	237.42	2333.57	1/25/2017
1034397	30355	10/27/2010	900.00		900.00	
1034398	30355	10/27/2010	180.00		180.00	
1034399	30355	10/27/2010	406.00		406.00	
1034400	30355	10/27/2010	180.00	160.00	20.00	1/31/2012
1034401	30355	10/27/2010	660.00		660.00	
1034402	30355	10/27/2010	720.00		720.00	
1034403	30355	10/27/2010	1828.00	696.00	1132.00	12/3/2014
1034404	30355	10/27/2010	40.00		40.00	
1034405	30355	10/27/2010	150.00	0.67	149.33	3/13/2013
1034406	30355	10/27/2010	420.00		420.00	
1034409	30355	10/27/2010	90.00		90.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1034410	30355	10/27/2010	420.00		420.00	
1034411	30355	10/27/2010	456.00	227.01	228.99	12/7/2011
1034413	30355	10/27/2010	1230.00	370.28	859.72	2/20/2015
1034416	30355	10/27/2010	4743.03		4743.03	
1034417	30355	10/27/2010	5261.50	1467.00	3794.50	2/19/2015
1034418	30355	10/27/2010	720.00		720.00	
1034419	30355	10/27/2010	63.00		63.00	
1034421	30355	10/27/2010	1470.00	540.00	930.00	1/14/2014
1034422	30355	10/28/2010	180.00	140.00	40.00	1/14/2011
1034426	30355	10/28/2010	1860.00		1860.00	
1034427	30355	10/28/2010	210.00		210.00	
1035705	30355	11/17/2010	3.00		3.00	
1035708	30355	11/17/2010	204.36		204.36	
1035710	30355	11/17/2010	420.00	407.71	12.29	3/19/2015
1035714	30355	11/17/2010	330.00		330.00	
1035715	30355	11/17/2010	73.00		73.00	
1035717	30355	11/18/2010	60.00		60.00	
1035718	30355	11/18/2010	8.00		8.00	
1035719	30355	11/18/2010	98.00	1.68	96.32	3/11/2013
1035723	30355	11/18/2010	300.00		300.00	
1035725	30355	11/18/2010	1290.00	46.00	1244.00	4/13/2012
1035726	30355	11/18/2010	786.00		786.00	
1035727	30355	11/18/2010	2220.00		2220.00	
1035729	30355	11/18/2010	1140.00		1140.00	
1035730	30355	11/18/2010	636.00	619.11	16.89	7/17/2013
1035740	30355	11/18/2010	5010.00		5010.00	
1035741	30355	11/18/2010	3570.00		3570.00	
1035743	30355	11/18/2010	450.00	80.01	369.99	10/3/2016
1035745	30355	11/18/2010	780.00	192.68	582.54	9/3/2015
1035747	30355	11/18/2010	180.00		180.00	
1035748	30355	11/18/2010	68.00	10.00	58.00	1/25/2011
1035749	30355	11/18/2010	218.00	218.00		9/20/2016
1035752	30355	11/18/2010	930.00		930.00	
1035757	30355	11/18/2010	1470.00	79.01	1390.99	3/19/2015
1035759	30355	11/18/2010	570.00	425.00	145.00	9/6/2011
1035760	30355	11/18/2010	930.00		930.00	
1035762	30355	11/18/2010	382.00	52.00	330.00	6/27/2011
1035764	30355	11/18/2010	372.00	100.00	272.00	4/19/2011
1035770	30355	11/18/2010	1089.00	1089.00	-10.10	1/15/2014
1035774	30355	11/18/2010	3870.00		3870.00	10/24/2011
1035775	30355	11/18/2010	7.00		7.00	
1035776	30355	11/18/2010	120.00		120.00	
1035777	30355	11/18/2010	146.00		146.00	
1035781	30355	11/18/2010	72.00		72.00	
1035784	30355	11/18/2010	2280.00		2280.00	
1035788	30355	11/18/2010	2010.00	255.00	1755.00	5/14/2014
1035792	30355	11/19/2010	6582.00	6582.00		6/22/2016
1035794	30355	11/19/2010	2364.00	740.57	1623.43	12/31/2013
1035797	30355	11/19/2010	2460.00	2112.92	347.08	7/14/2016
1035800	30355	11/19/2010	600.00		600.00	
1035805	30355	11/19/2010	1110.00		1110.00	
1035808	30355	11/19/2010	740.00	360.77	379.23	11/29/2012
1035813	30355	11/19/2010	240.00		240.00	
1035840	30355	11/19/2010	270.00	30.00	240.00	1/14/2011
1035842	30355	11/19/2010	1290.00	109.96	1180.04	6/28/2011

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1035844	30355	11/19/2010	84.00		84.00	
1035845	30355	11/19/2010	24.00		24.00	
1035846	30355	11/19/2010	1290.00		1290.00	
1035847	30355	11/19/2010	2700.00		2700.00	
1035848	30355	11/19/2010	690.00		690.00	
1035851	30355	11/19/2010	2520.00	720.40	1770.32	3/1/2017
1035854	30355	11/19/2010	2040.00		2040.00	
1035855	30355	11/19/2010	378.00		378.00	
1035858	30355	11/19/2010	90.00		90.00	
1035861	30355	11/19/2010	270.00		270.00	
1037006	30355	12/15/2010	330.00		330.00	
1037008	30355	12/15/2010	630.00		630.00	
1037010	30355	12/15/2010	270.00		270.00	
1037011	30355	12/15/2010	62.00	1.06	60.94	3/11/2013
1037013	30355	12/15/2010	1050.00	489.51	560.49	4/17/2015
1037016	30355	12/15/2010	180.00		180.00	
1037017	30355	12/15/2010	2280.00	391.90	1888.10	7/2/2013
1037024	30355	12/15/2010	60.00		60.00	
1037027	30355	12/15/2010	570.00		570.00	
1037029	30355	12/15/2010	120.00		120.00	
1037030	30355	12/15/2010	543.00		543.00	
1037031	30355	12/15/2010	128.00		128.00	
1037032	30355	12/15/2010	1410.00	48.95	1361.05	2/10/2015
1037036	30355	12/15/2010	19.00	5.00	14.00	1/13/2011
1037038	30355	12/15/2010	78.00		78.00	
1037041	30355	12/15/2010	176.00		176.00	
1037042	30355	12/15/2010	3000.00		3000.00	
1037049	30355	12/15/2010	30.00		30.00	
1037050	30355	12/15/2010	2100.00	28.99	2071.01	5/2/2012
1037051	30355	12/15/2010	330.00		330.00	
1037059	30355	12/15/2010	120.00		120.00	
1037061	30355	12/15/2010	1890.00		1890.00	
1037062	30355	12/15/2010	90.00	88.70	1.30	12/4/2015
1037063	30355	12/15/2010	870.00		870.00	
1037065	30355	12/15/2010	1620.00	25.66	1594.34	5/13/2014
1037079	30355	12/16/2010	18.00		18.00	
1037080	30355	12/16/2010	11.00		11.00	
1037081	30355	12/16/2010	70.00	70.00		1/17/2017
1037082	30355	12/16/2010	442.00	60.00	382.00	3/10/2011
1037083	30355	12/16/2010	750.00		750.00	
1037084	30355	12/16/2010	870.00		870.00	
1037086	30355	12/16/2010	6690.00		6690.00	
1037087	30355	12/16/2010	1260.00		1260.00	
1037091	30355	12/16/2010	180.00		180.00	
1037093	30355	12/16/2010	90.00		90.00	
1037095	30355	12/16/2010	40.00		40.00	
1037097	30355	12/16/2010	60.00		60.00	
1037098	30355	12/16/2010	420.00		420.00	
1037099	30355	12/16/2010	4.00		4.00	
1037865	30355	1/10/2011	60.00		60.00	
1037866	30355	1/10/2011	1110.00		1110.00	
1037867	30355	1/10/2011	3960.00		3960.00	
1037868	30355	1/10/2011	3960.00	0.71	3959.29	2/27/2012
1038497	30355	1/26/2011	120.00		120.00	
1038498	30355	1/26/2011	1110.00	300.00	810.00	4/18/2011

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1038499	30355	1/26/2011	7371.20		7371.20	
1038501	30355	1/26/2011	1896.00	5.00	1891.00	3/15/2011
1038508	30355	1/26/2011	1170.00		1170.00	
1038511	30355	1/26/2011	2220.00	1296.43	923.57	12/8/2016
1038514	30355	1/26/2011	60.00		60.00	
1038521	30355	1/27/2011	60.00		60.00	
1038522	30355	1/27/2011	90.00		90.00	
1038524	30355	1/27/2011	38.00	14.00	24.00	3/10/2011
1038525	30355	1/27/2011	3810.00		3810.00	
1038534	30355	1/27/2011	150.00		150.00	
1038543	30355	1/28/2011	510.00		510.00	
1038545	30355	1/28/2011	35.00		35.00	
1038546	30355	1/28/2011	2430.00		2430.00	
1038547	30355	1/28/2011	510.00		510.00	
1038548	30355	1/28/2011	7896.76		7896.76	
1038551	30355	1/28/2011	1560.00	1249.00	311.00	5/23/2016
1038558	30355	1/28/2011	408.00	98.68	309.32	7/21/2014
1038559	30355	1/28/2011	296.00	74.00	222.00	4/7/2011
1038562	30355	1/28/2011	302.00		302.00	
1038565	30355	1/28/2011	60.00		60.00	
1038566	30355	1/28/2011	1284.00	1284.00		6/18/2014
1038568	30355	1/28/2011	270.00		270.00	
1039272	30355	2/7/2011	210.00		210.00	
1039274	30355	2/7/2011	60.00		60.00	
1039278	30355	2/7/2011	60.00		60.00	
1039279	30355	2/7/2011	150.00		150.00	
1039281	30355	2/7/2011	3000.00		3000.00	
1039283	30355	2/7/2011	60.00		60.00	
1039285	30355	2/7/2011	3726.00		3726.00	
1039286	30355	2/7/2011	630.00		630.00	
1039288	30355	2/7/2011	60.00	15.99	44.01	12/8/2016
1039291	30355	2/7/2011	46.00		46.00	
1039297	30355	2/7/2011	810.00		810.00	
1039301	30355	2/7/2011	570.00	25.38	544.62	10/14/2016
1039302	30355	2/7/2011	2400.00		2400.00	
1039303	30355	2/7/2011	904.00		904.00	
1039304	30355	2/7/2011	156.00		156.00	
1039306	30355	2/7/2011	630.00	150.00	480.00	5/17/2011
1039334	30355	2/8/2011	26.00		26.00	
1039337	30355	2/8/2011	46.00		46.00	
1039339	30355	2/8/2011	13530.00		13530.00	
1039342	30355	2/8/2011	1110.00		1110.00	
1039344	30355	2/8/2011	55.00	15.00	40.00	4/29/2011
1039347	30355	2/8/2011	1452.00		1452.00	
1039348	30355	2/8/2011	840.00		840.00	
1039351	30355	2/8/2011	1560.00		1560.00	
1039352	30355	2/8/2011	85.00	20.00	65.00	2/18/2011
1039353	30355	2/8/2011	2700.00		2700.00	
1039354	30355	2/8/2011	480.00	13.06	466.94	2/18/2016
1039359	30355	2/8/2011	15.00		15.00	
1039361	30355	2/8/2011	780.00		780.00	
1039524	30355	2/18/2011	1840.00	1631.00	209.00	9/14/2016
1039530	30355	2/23/2011	960.00		960.00	
1039531	30355	2/23/2011	60.00		60.00	
1039532	30355	2/23/2011	180.00		180.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1039578	30355	2/24/2011	3300.00		3300.00	
1039580	30355	2/24/2011	80.00		80.00	
1039585	30355	2/24/2011	1710.00	7.66	1702.34	3/13/2013
1039586	30355	2/24/2011	270.00	6.46	263.54	7/28/2016
1039587	30355	2/24/2011	60.00		60.00	
1039599	30355	2/28/2011	60.00		60.00	
1039601	30355	2/28/2011	2460.00		2460.00	
1039602	30355	2/28/2011	810.00		810.00	
1039603	30355	2/28/2011	3000.00		3000.00	
1039606	30355	2/28/2011	486.00		486.00	
1039609	30355	2/28/2011	60.00		60.00	
1039612	30355	2/28/2011	148.00		148.00	
1039614	30355	2/28/2011	150.00		150.00	
1039615	30355	2/28/2011	486.00	212.00	274.00	11/4/2011
1039735	30355	3/1/2011	60.00		60.00	
1039736	30355	3/1/2011	210.00	100.00	110.00	9/13/2011
1039739	30355	3/1/2011	228.00	228.00		2/9/2017
1039743	30355	3/1/2011	720.00		720.00	
1040210	30355	3/2/2011	2040.00	1085.80	954.20	4/23/2013
1040213	30355	3/2/2011	2100.00		2100.00	
1040215	30355	3/2/2011	690.00		690.00	
1040217	30355	3/2/2011	480.00	3.88	476.12	10/16/2013
1040218	30355	3/2/2011	625.00	231.33	393.67	1/25/2012
1040219	30355	3/2/2011	360.00	160.00	200.00	7/28/2011
1040227	30355	3/2/2011	180.00		180.00	
1040230	30355	3/2/2011	21.00		21.00	
1040231	30355	3/2/2011	90.00		90.00	
1040232	30355	3/2/2011	63.00		63.00	
1040234	30355	3/2/2011	9180.00		9180.00	
1040236	30355	3/2/2011	3570.00		3570.00	
1040237	30355	3/2/2011	1800.00		1800.00	
1040240	30355	3/3/2011	450.00		450.00	
1040244	30355	3/3/2011	60.00		60.00	
1040246	30355	3/3/2011	284.00		284.00	
1040258	30355	3/3/2011	2040.00	1740.00	300.00	7/7/2011
1040259	30355	3/3/2011	468.00	141.14	326.86	12/8/2016
1040262	30355	3/3/2011	168.00		168.00	
1040266	30355	3/3/2011	2490.00	15.52	2474.48	6/28/2011
1040268	30355	3/3/2011	2820.00	3.94	2816.06	4/30/2013
1040270	30355	3/3/2011	1830.00		1830.00	
1040273	30355	3/3/2011	90.00		90.00	
1040274	30355	3/3/2011	210.00		210.00	
1040276	30355	3/3/2011	300.00		300.00	
1040277	30355	3/3/2011	300.00	140.00	160.00	7/20/2011
1040278	30355	3/3/2011	1740.00		1740.00	
1040281	30355	3/3/2011	60.00	26.00	34.00	3/18/2011
1040282	30355	3/3/2011	2400.00	653.00	1747.00	10/20/2016
1040284	30355	3/3/2011	120.00		120.00	
1040638	30355	3/14/2011	720.00		720.00	
1040640	30355	3/14/2011	9.00		9.00	
1040641	30355	3/14/2011	450.00		450.00	
1040644	30355	3/14/2011	64.00	25.00	39.00	4/21/2011
1040645	30355	3/14/2011	60.00		60.00	
1040646	30355	3/14/2011	60.00		60.00	
1040652	30355	3/14/2011	488.00		488.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1040655	30355	3/14/2011	392.00		392.00	
1040656	30355	3/14/2011	30.00	2.92	27.08	8/30/2016
1040662	30355	3/14/2011	5.00		5.00	
1040664	30355	3/14/2011	135.00		135.00	
1040667	30355	3/14/2011	150.00		150.00	
1040671	30355	3/14/2011	690.00		690.00	
1040673	30355	3/14/2011	1590.00		1590.00	
1040713	30355	3/15/2011	868.00	655.00	213.00	5/29/2012
1040715	30355	3/15/2011	660.00	305.00	355.00	7/13/2011
1040716	30355	3/15/2011	255.00	255.00		5/4/2016
1040888	30355	3/24/2011	178.00	136.00	42.00	4/11/2011
1040891	30355	3/24/2011	60.00	30.00	30.00	5/9/2011
1040893	30355	3/24/2011	13140.00		13140.00	
1040896	30355	3/24/2011	30.00		30.00	
1040897	30355	3/24/2011	1470.00		1470.00	
1040899	30355	3/24/2011	78.00		78.00	
1040902	30355	3/24/2011	528.00		528.00	
1040907	30355	3/24/2011	720.00		720.00	
1040911	30355	3/24/2011	5700.00	5700.00		7/29/2016
1040912	30355	3/24/2011	1140.00		1140.00	
1040913	30355	3/24/2011	840.00	17.14	822.86	12/7/2011
1041022	30355	3/31/2011	330.00		330.00	
1041023	30355	3/31/2011	2482.00	2482.00		7/25/2016
1041025	30355	3/31/2011	720.00		720.00	
1041026	30355	3/31/2011	330.00		330.00	
1041032	30355	3/31/2011	180.00	60.00	120.00	4/21/2011
1041034	30355	3/31/2011	120.00		120.00	
1041035	30355	3/31/2011	4800.00	363.00	4437.00	8/15/2014
1041037	30355	3/31/2011	11430.00	306.26	11123.74	7/14/2014
1041039	30355	3/31/2011	270.00		270.00	
1041042	30355	3/31/2011	750.00		750.00	
1041043	30355	3/31/2011	30.00		30.00	
1041045	30355	3/31/2011	840.00		840.00	
1041867	30355	4/18/2011	180.00		180.00	
1041871	30355	4/18/2011	120.00		120.00	
1041872	30355	4/18/2011	900.00		900.00	
1041873	30355	4/18/2011	1260.00		1260.00	
1041874	30355	4/18/2011	174.00		174.00	
1041875	30355	4/18/2011	510.00		510.00	
1041876	30355	4/18/2011	113.00	31.00	82.00	5/24/2011
1041877	30355	4/18/2011	840.00		840.00	
1041878	30355	4/18/2011	303.00	60.00	243.00	1/6/2012
1041879	30355	4/18/2011	60.00		60.00	
1041883	30355	4/18/2011	36.00		36.00	
1041885	30355	4/18/2011	1408.00	600.00	808.00	8/5/2011
1041917	30355	4/19/2011	1560.00		1560.00	
1041918	30355	4/19/2011	20370.00		20370.00	
1041920	30355	4/19/2011	540.00		540.00	
1041921	30355	4/19/2011	60.00	51.00	9.00	6/15/2012
1041924	30355	4/19/2011	870.00	739.68	130.32	11/2/2016
1041927	30355	4/19/2011	60.00		60.00	
1041928	30355	4/19/2011	259.00	100.00	159.00	7/7/2011
1042544	30355	5/9/2011	1170.00	686.01	483.99	3/20/2013
1042546	30355	5/9/2011	60.00	30.00	30.00	6/16/2011
1042547	30355	5/9/2011	174.00	119.27	53.60	12/12/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1042550	30355	5/9/2011	8580.00		8580.00	
1042552	30355	5/9/2011	60.00		60.00	
1042553	30355	5/9/2011	60.00		60.00	
1042555	30355	5/9/2011	60.00		60.00	
1042556	30355	5/9/2011	516.00	455.35	60.65	7/17/2013
1042558	30355	5/9/2011	36.00	18.00	18.00	6/1/2011
1042560	30355	5/9/2011	60.00		60.00	
1042561	30355	5/9/2011	660.00		660.00	
1042562	30355	5/9/2011	64.00		64.00	
1042564	30355	5/9/2011	60.00		60.00	
1042566	30355	5/9/2011	420.00	169.00	251.00	2/14/2014
1042639	30355	5/9/2011	1800.00		1800.00	
1042641	30355	5/9/2011	60.00		60.00	
1042646	30355	5/9/2011	990.00		990.00	
1042648	30355	5/9/2011	990.00		990.00	
1042649	30355	5/9/2011	80.00	10.00	70.00	11/7/2011
1042652	30355	5/9/2011	60.00	5.49	54.30	1/25/2017
1042656	30355	5/9/2011	686.00	337.50	348.50	7/5/2012
1042657	30355	5/9/2011	7950.00		7950.00	
1042660	30355	5/9/2011	480.00		480.00	
1042661	30355	5/9/2011	690.00		690.00	
1042662	30355	5/9/2011	1230.00	620.00	610.00	1/4/2013
1042663	30355	5/9/2011	60.00	25.00	35.00	12/17/2013
1042664	30355	5/9/2011	1020.00		1020.00	
1042665	30355	5/9/2011	60.00		60.00	
1043760	30355	6/8/2011	420.00		420.00	
1043763	30355	6/8/2011	182.00		182.00	
1043765	30355	6/8/2011	2.00		2.00	
1043767	30355	6/8/2011	390.00		390.00	
1043769	30355	6/8/2011	1620.00		1620.00	
1043770	30355	6/8/2011	60.00		60.00	
1043772	30355	6/8/2011	180.00		180.00	
1043774	30355	6/8/2011	60.00		60.00	
1043775	30355	6/8/2011	18.00		18.00	
1043779	30355	6/8/2011	32.00		32.00	
1043781	30355	6/9/2011	180.00	176.00	4.00	3/30/2016
1043783	30355	6/9/2011	60.00		60.00	
1043784	30355	6/9/2011	13.00		13.00	
1043785	30355	6/9/2011	3450.00		3450.00	
1043789	30355	6/9/2011	120.00		120.00	
1043790	30355	6/9/2011	60.00		60.00	
1043792	30355	6/9/2011	60.00	0.18	59.82	12/16/2014
1043793	30355	6/9/2011	9000.00		9000.00	
1043794	30355	6/9/2011	1064.00	988.00	76.00	7/10/2012
1043796	30355	6/9/2011	990.00		990.00	
1043800	30355	6/9/2011	150.00		150.00	
1043801	30355	6/9/2011	510.00		510.00	
1043803	30355	6/9/2011	1056.00	200.00	856.00	10/3/2011
1043805	30355	6/9/2011	2400.00	96.11	2303.89	9/6/2012
1043810	30355	6/13/2011	1710.00		1710.00	
1043811	30355	6/13/2011	70.00		70.00	
1043812	30355	6/13/2011	670.00	20.96	649.04	3/27/2014
1043813	30355	6/13/2011	2430.00		2430.00	
1043824	30355	6/13/2011	30.00		30.00	
1043891	30355	6/13/2011	120.00		120.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1043892	30355	6/13/2011	450.00		450.00	
1043893	30355	6/13/2011	270.00		270.00	
1043894	30355	6/13/2011	810.00		810.00	
1043896	30355	6/13/2011	390.00		390.00	
1043901	30355	6/13/2011	4980.00	1800.00	3180.00	4/26/2012
1043904	30355	6/13/2011	44.00		44.00	
1043905	30355	6/13/2011	768.00	250.00	518.00	5/7/2012
1044911	30355	7/7/2011	60.00		60.00	
1044913	30355	7/7/2011	210.00		210.00	
1044915	30355	7/7/2011	364.00	0.06	363.94	2/27/2012
1044919	30355	7/8/2011	210.00		210.00	
1044920	30355	7/8/2011	330.00		330.00	
1044921	30355	7/8/2011	330.00		330.00	
1044922	30355	7/8/2011	510.00		510.00	
1044924	30355	7/8/2011	60.00		60.00	
1044925	30355	7/8/2011	20.00		20.00	
1044926	30355	7/8/2011	1680.00		1680.00	
1044927	30355	7/8/2011	1860.00		1860.00	
1044929	30355	7/8/2011	32.00		32.00	
1044932	30355	7/8/2011	5460.00		5460.00	
1044934	30355	7/8/2011	100.00		100.00	
1044936	30355	7/8/2011	780.00		780.00	
1044938	30355	7/8/2011	840.00		840.00	
1044939	30355	7/8/2011	1508.00		1508.00	
1044942	30355	7/8/2011	60.00		60.00	
1044944	30355	7/8/2011	30.00		30.00	
1044947	30355	7/8/2011	60.00		60.00	
1044948	30355	7/8/2011	1440.00		1440.00	
1044951	30355	7/8/2011	1200.00		1200.00	
1044953	30355	7/8/2011	960.00		960.00	
1044957	30355	7/8/2011	210.00		210.00	
1044959	30355	7/8/2011	613.00	613.00	-348.49	7/23/2015
1044960	30355	7/8/2011	270.00		270.00	
1044961	30355	7/8/2011	2730.00		2730.00	
1044962	30355	7/8/2011	7144.00	3953.50	3190.50	10/6/2016
1044964	30355	7/8/2011	1560.00		1560.00	
1044967	30355	7/8/2011	150.00		150.00	
1044970	30355	7/8/2011	2010.00		2010.00	
1044971	30355	7/8/2011	10230.00		10230.00	
1044972	30355	7/8/2011	1830.00		1830.00	
1044975	30355	7/8/2011	28.00		28.00	
1044976	30355	7/8/2011	12703.87	419.83	12284.04	2/27/2012
1044980	30355	7/8/2011	112.00		112.00	
1045309	30355	7/20/2011	60.00		60.00	
1045313	30355	7/21/2011	150.00		150.00	
1045316	30355	7/21/2011	46.00		46.00	
1045317	30355	7/21/2011	3312.00	1576.00	1736.00	10/13/2016
1045318	30355	7/21/2011	1530.00		1530.00	
1045328	30355	7/21/2011	115.00	1.41	113.59	12/17/2013
1045329	30355	7/21/2011	750.00	305.65	444.35	12/8/2016
1045330	30355	7/21/2011	930.00	79.17	850.83	12/8/2016
1045331	30355	7/21/2011	540.00		540.00	
1045333	30355	7/21/2011	450.00		450.00	
1045334	30355	7/21/2011	90.00		90.00	
1045337	30355	7/21/2011	21.00		21.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1045338	30355	7/21/2011	272.00		272.00	
1045340	30355	7/21/2011	120.00		120.00	
1045341	30355	7/21/2011	60.00		60.00	
1045343	30355	7/21/2011	38.00		38.00	
1045349	30355	7/21/2011	750.00	452.98	297.02	11/6/2015
1045350	30355	7/21/2011	192.00		192.00	
1045351	30355	7/21/2011	36.00		36.00	
1045352	30355	7/21/2011	60.00		60.00	
1045357	30355	7/21/2011	96.00	48.34	47.66	8/17/2015
1045360	30355	7/21/2011	60.00		60.00	
1045361	30355	7/21/2011	1560.00		1560.00	
1045364	30355	7/21/2011	150.00	96.95	53.05	8/23/2013
1045371	30355	7/21/2011	60.00		60.00	
1045417	30355	7/27/2011	570.00		570.00	
1045419	30355	7/27/2011	690.00		690.00	
1045420	30355	7/27/2011	10470.00		10470.00	
1045425	30355	7/27/2011	60.00		60.00	
1045426	30355	7/27/2011	25.00		25.00	
1045427	30355	7/27/2011	60.00		60.00	
1045428	30355	7/27/2011	810.00		810.00	
1045429	30355	7/27/2011	4.00		4.00	
1045431	30355	7/27/2011	766.00		766.00	
1045434	30355	7/27/2011	9241.00	319.00	8922.00	10/28/2014
1045436	30355	7/27/2011	240.00		240.00	
1045438	30355	7/27/2011	540.00		540.00	
1045439	30355	7/27/2011	360.00		360.00	
1045441	30355	7/27/2011	1320.00	3.44	1316.56	9/16/2016
1045442	30355	7/27/2011	330.00		330.00	
1045451	30355	7/28/2011	1256.00	450.00	806.00	3/5/2013
1045455	30355	7/28/2011	60.00		60.00	
1045456	30355	7/28/2011	930.00	568.76	361.24	7/14/2016
1046604	30355	8/4/2011	48.00		48.00	
1046793	30355	8/16/2011	42.00	42.00		6/10/2016
1046794	30355	8/16/2011	1050.00	200.02	849.98	2/27/2012
1046799	30355	8/16/2011	630.00		630.00	
1046800	30355	8/16/2011	90.00		90.00	
1046803	30355	8/16/2011	60.00		60.00	
1046805	30355	8/16/2011	8190.00		8190.00	
1046806	30355	8/16/2011	1920.00	33.18	1886.82	2/10/2015
1046865	30355	8/17/2011	332.00	77.51	254.49	1/18/2013
1046867	30355	8/17/2011	129.00		129.00	
1046869	30355	8/17/2011	48.00		48.00	
1046870	30355	8/18/2011	1050.00		1050.00	
1046871	30355	8/18/2011	32.00		32.00	
1046872	30355	8/18/2011	1080.00	440.00	640.00	9/22/2016
1046873	30355	8/18/2011	480.00		480.00	
1046876	30355	8/18/2011	600.00		600.00	
1046879	30355	8/18/2011	4170.00	1300.00	2870.00	2/28/2014
1046882	30355	8/18/2011	46.00		46.00	
1046883	30355	8/18/2011	390.00		390.00	
1046887	30355	8/18/2011	60.00		60.00	
1047030	30355	8/25/2011	3330.00		3330.00	
1047033	30355	8/25/2011	1380.00	214.73	1165.27	6/28/2016
1047034	30355	8/25/2011	630.00		630.00	
1047036	30355	8/25/2011	270.00		270.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1047037	30355	8/25/2011	300.00		300.00	
1047038	30355	8/25/2011	106.00		106.00	
1047040	30355	8/25/2011	16.00		16.00	
1047045	30355	8/25/2011	120.00		120.00	
1047046	30355	8/25/2011	114.00	1.62	112.38	1/13/2014
1047050	30355	8/25/2011	60.00		60.00	
1047051	30355	8/25/2011	630.00	308.90	321.10	7/23/2013
1047052	30355	8/25/2011	750.00		750.00	
1047083	30355	8/30/2011	780.00		780.00	
1047084	30355	8/30/2011	60.00		60.00	
1047085	30355	8/30/2011	60.00		60.00	
1034086	30355	8/31/2011	780.00		780.00	
1034379	30355	8/31/2011	5190.00	1039.00	4151.00	11/27/2013
1040904	30355	8/31/2011	1170.00	162.01	1004.11	1/25/2017
1047116	30355	8/31/2011	930.00		930.00	
1047117	30355	8/31/2011	1440.00		1440.00	
1047118	30355	8/31/2011	9630.00		9630.00	
1033136	30355	9/1/2011	4608.06	2724.00	1884.06	10/6/2016
1034368	30355	9/1/2011	172.00		172.00	
1034424	30355	9/1/2011	7092.00	2205.00	4887.00	5/27/2014
1035753	30355	9/1/2011	144.00	42.00	102.00	12/28/2010
1035860	30355	9/1/2011	1130.00	1130.00		10/20/2014
1040908	30355	9/1/2011	270.00		270.00	
1041884	30355	9/1/2011	324.00	30.00	294.00	5/24/2011
1044979	30355	9/1/2011	2066.00		2066.00	
1045359	30355	9/1/2011	1424.00	296.12	1127.88	3/31/2016
1047120	30355	9/1/2011	60.00		60.00	
1047122	30355	9/1/2011	420.00		420.00	
1047124	30355	9/1/2011	90.00		90.00	
1047125	30355	9/1/2011	177.00		177.00	
1047331	30355	9/2/2011	4770.00		4770.00	
1048706	30355	9/2/2011	12.00		12.00	
1033903	30355	9/7/2011	2838.00	949.87	1888.13	7/21/2014
1048782	30355	9/7/2011	1560.00		1560.00	
1048783	30355	9/7/2011	60.00		60.00	
1048784	30355	9/7/2011	60.00		60.00	
1048787	30355	9/7/2011	270.00	55.00	215.00	10/21/2011
1048789	30355	9/7/2011	60.00		60.00	
1048820	30355	9/8/2011	600.00		600.00	
1048823	30355	9/8/2011	49.00	49.00		3/20/2013
1048860	30355	9/12/2011	18150.00		18150.00	
1048861	30355	9/12/2011	6.00		6.00	
1048893	30355	9/13/2011	2790.00		2790.00	
1048896	30355	9/13/2011	870.00		870.00	
1048898	30355	9/13/2011	60.00		60.00	
1048899	30355	9/13/2011	420.00		420.00	
1048901	30355	9/13/2011	60.00		60.00	
1048902	30355	9/13/2011	690.00		690.00	
1048903	30355	9/13/2011	170.00	170.00		2/9/2017
1048914	30355	9/14/2011	120.00		120.00	
1048928	30355	9/15/2011	1920.00		1920.00	
1048944	30355	9/16/2011	90.00		90.00	
1048945	30355	9/16/2011	272.00	272.00	-1.68	12/18/2014
1048946	30355	9/16/2011	108.00		108.00	
1048950	30355	9/16/2011	150.00	1.46	148.54	9/16/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1048967	30355	9/19/2011	85.00	1.04	83.96	12/17/2013
1045335	30355	9/20/2011	110.00	100.00	10.00	8/29/2011
1048897	30355	9/20/2011	1200.00		1200.00	
1048912	30355	9/20/2011	180.00		180.00	
1048987	30355	9/20/2011	120.00		120.00	
1049074	30355	9/26/2011	570.00		570.00	
1049075	30355	9/26/2011	60.00		60.00	
1049076	30355	9/26/2011	88.00		88.00	
1049077	30355	9/26/2011	4260.00	1.63	4258.37	3/13/2013
1049078	30355	9/26/2011	1080.00		1080.00	
1049079	30355	9/26/2011	24.00		24.00	
1049083	30355	9/26/2011	750.00	200.00	550.00	5/31/2012
1049084	30355	9/26/2011	192.00		192.00	
1049111	30355	9/27/2011	90.00		90.00	
1049112	30355	9/27/2011	60.00		60.00	
1049113	30355	9/27/2011	690.00		690.00	
1049145	30355	9/28/2011	960.00		960.00	
1049147	30355	9/28/2011	20850.00	1175.00	19675.00	3/30/2016
1049150	30355	9/28/2011	1770.00		1770.00	
1049159	30355	9/29/2011	492.00	212.95	279.05	1/30/2014
1049160	30355	9/29/2011	80.00		80.00	
1049161	30355	9/29/2011	2070.00	50.00	2020.00	4/5/2012
1049190	30355	10/3/2011	900.00		900.00	
1049192	30355	10/3/2011	38.00		38.00	
1049194	30355	10/3/2011	13.00		13.00	
1049195	30355	10/3/2011	2520.00	1307.00	1213.00	9/30/2016
1049197	30355	10/3/2011	2970.00		2970.00	
1050703	30355	10/4/2011	360.00		360.00	
1050704	30355	10/4/2011	4.00		4.00	
1050705	30355	10/4/2011	132.00	132.00		9/20/2016
1050708	30355	10/4/2011	60.00		60.00	
1050710	30355	10/4/2011	420.00		420.00	
1050737	30355	10/6/2011	2280.00		2280.00	
1050740	30355	10/6/2011	1230.00		1230.00	
1050834	30355	10/10/2011	2760.00		2760.00	
1050837	30355	10/10/2011	310.00		310.00	
1050839	30355	10/10/2011	6052.00	50.00	6002.00	1/31/2012
1050841	30355	10/11/2011	1840.00		1840.00	
1050843	30355	10/11/2011	60.00		60.00	
1050888	30355	10/12/2011	60.00		60.00	
1050891	30355	10/12/2011	120.00		120.00	
1050934	30355	10/13/2011	26.00		26.00	
1050995	30355	10/17/2011	810.00		810.00	
1050997	30355	10/17/2011	4470.00	36.12	4433.88	10/16/2013
1050999	30355	10/17/2011	324.00		324.00	
1051000	30355	10/17/2011	26.00		26.00	
1051001	30355	10/17/2011	690.00		690.00	
1051036	30355	10/18/2011	3240.00		3240.00	
1051037	30355	10/18/2011	1140.00		1140.00	
1051038	30355	10/18/2011	88.00		88.00	
1051040	30355	10/18/2011	514.00	225.00	289.00	1/8/2014
1051044	30355	10/18/2011	120.00		120.00	
1051119	30355	10/21/2011	1020.00		1020.00	
1051121	30355	10/21/2011	60.00		60.00	
1051122	30355	10/21/2011	74.00		74.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1051123	30355	10/21/2011	60.00		60.00	
1051134	30355	10/21/2011	60.00		60.00	
1051135	30355	10/21/2011	1050.00		1050.00	
1051136	30355	10/21/2011	600.00	600.00		10/14/2016
1051137	30355	10/21/2011	324.00	14.42	309.58	10/14/2016
1051160	30355	10/24/2011	54.00		54.00	
1051161	30355	10/24/2011	8.00		8.00	
1051163	30355	10/24/2011	504.00	504.00		4/11/2013
1051164	30355	10/24/2011	60.00		60.00	
1051190	30355	10/25/2011	636.00	456.23	179.77	7/17/2013
1051194	30355	10/25/2011	30.00		30.00	
1051229	30355	10/27/2011	840.00	144.00	696.00	5/8/2012
1051279	30355	11/1/2011	330.00		330.00	
1051280	30355	11/1/2011	56.00	56.00		6/10/2016
1051282	30355	11/1/2011	30.00		30.00	
1051283	30355	11/1/2011	210.00		210.00	
1051285	30355	11/1/2011	60.00		60.00	
1051286	30355	11/1/2011	210.00		210.00	
1051289	30355	11/1/2011	5820.00	906.00	4914.00	6/22/2016
1051292	30355	11/1/2011	510.00		510.00	
1051293	30355	11/1/2011	60.00	0.95	59.05	5/13/2014
1052710	30355	11/2/2011	110.00	1.35	108.65	12/17/2013
1052723	30355	11/3/2011	46.00		46.00	
1052797	30355	11/4/2011	90.00		90.00	
1052798	30355	11/4/2011	960.00		960.00	
1052799	30355	11/4/2011	150.00	87.59	62.41	12/8/2016
1052800	30355	11/4/2011	4.00		4.00	
1052803	30355	11/4/2011	1614.00		1614.00	
1052910	30355	11/9/2011	240.00		240.00	
1052912	30355	11/9/2011	180.00		180.00	
1052913	30355	11/9/2011	10.00		10.00	
1052914	30355	11/9/2011	60.00		60.00	
1052917	30355	11/9/2011	2790.00	116.00	2674.00	5/23/2013
1052918	30355	11/9/2011	15.00		15.00	
1052919	30355	11/9/2011	54.00		54.00	
1052921	30355	11/9/2011	60.00		60.00	
1052931	30355	11/9/2011	270.00		270.00	
1052938	30355	11/9/2011	4770.00	129.80	4640.20	2/18/2016
1052987	30355	11/15/2011	4020.00		4020.00	
1053010	30355	11/15/2011	106.00		106.00	
1053011	30355	11/15/2011	420.00		420.00	
1053016	30355	11/15/2011	1020.00		1020.00	
1053018	30355	11/15/2011	30.00		30.00	
1053019	30355	11/15/2011	150.00		150.00	
1053020	30355	11/15/2011	780.00		780.00	
1053021	30355	11/15/2011	162.00		162.00	
1053022	30355	11/15/2011	5130.00		5130.00	
1053023	30355	11/15/2011	180.00	1.52	178.48	7/28/2016
1053116	30355	11/18/2011	405.00		405.00	
1053118	30355	11/18/2011	150.00		150.00	
1053119	30355	11/21/2011	300.00		300.00	
1053120	30355	11/21/2011	64.00		64.00	
1053121	30355	11/21/2011	720.00	720.00		6/22/2016
1053123	30355	11/21/2011	64.00		64.00	
1053125	30355	11/21/2011	56.00		56.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1053129	30355	11/21/2011	56.00		56.00	
1053130	30355	11/21/2011	70.00		70.00	
1053134	30355	11/21/2011	65.00		65.00	
1053137	30355	11/21/2011	60.00		60.00	
1053138	30355	11/21/2011	750.00		750.00	
1053139	30355	11/21/2011	1680.00		1680.00	
1053145	30355	11/21/2011	456.00	392.50	63.50	9/10/2013
1053149	30355	11/21/2011	4.00		4.00	
1053151	30355	11/21/2011	210.00		210.00	
1053152	30355	11/21/2011	930.00		930.00	
1053169	30355	11/22/2011	74.00		74.00	
1053171	30355	11/22/2011	1800.00	1548.92	251.08	10/12/2016
1053174	30355	11/22/2011	134.00		134.00	
1053179	30355	11/22/2011	270.00		270.00	
1053180	30355	11/22/2011	120.00	1.17	118.83	9/16/2016
1053223	30355	11/28/2011	600.00		600.00	
1053281	30355	11/29/2011	210.00		210.00	
1053282	30355	11/29/2011	150.00		150.00	
1053283	30355	11/29/2011	204.00	126.85	77.15	12/8/2016
1053285	30355	11/29/2011	20.00		20.00	
1053286	30355	11/29/2011	44.00	10.28	32.88	3/3/2017
1053288	30355	11/29/2011	2130.00		2130.00	
1053290	30355	11/29/2011	420.00		420.00	
1053291	30355	11/29/2011	420.00		420.00	
1053321	30355	11/30/2011	180.00		180.00	
1053323	30355	11/30/2011	1860.00		1860.00	
1053328	30355	12/1/2011	180.00		180.00	
1053329	30355	12/1/2011	10.00		10.00	
1053330	30355	12/1/2011	1110.00		1110.00	
1054876	30355	12/5/2011	84.00	84.00		9/20/2016
1054877	30355	12/5/2011	139.00		139.00	
1054930	30355	12/6/2011	750.00	119.06	630.94	4/26/2016
1054931	30355	12/6/2011	4.00		4.00	
1054932	30355	12/6/2011	6.00		6.00	
1054933	30355	12/6/2011	20.00		20.00	
1054936	30355	12/6/2011	4.00		4.00	
1054937	30355	12/6/2011	1770.00		1770.00	
1054940	30355	12/6/2011	60.00		60.00	
1055013	30355	12/8/2011	330.00	82.92	247.08	2/2/2016
1055016	30355	12/8/2011	4.00		4.00	
1055017	30355	12/8/2011	90.00		90.00	
1055018	30355	12/8/2011	94.00		94.00	
1055046	30355	12/12/2011	1050.00		1050.00	
1055048	30355	12/12/2011	660.00		660.00	
1055049	30355	12/12/2011	30.00		30.00	
1055051	30355	12/12/2011	424.00		424.00	
1055052	30355	12/12/2011	600.00	6.23	593.77	10/2/2013
1055056	30355	12/12/2011	360.00		360.00	
1055084	30355	12/13/2011	60.00		60.00	
1055085	30355	12/13/2011	930.00		930.00	
1055090	30355	12/14/2011	60.00		60.00	
1055123	30355	12/15/2011	750.00		750.00	
1055190	30355	12/20/2011	148.00		148.00	
1055191	30355	12/20/2011	1233.00	50.00	1183.00	8/10/2012
1055192	30355	12/20/2011	90.00		90.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1055295	30355	12/27/2011	222.00	0.03	221.97	3/8/2013
1055298	30355	12/27/2011	1170.00		1170.00	
1055299	30355	12/27/2011	1330.00	350.00	980.00	10/14/2016
1055301	30355	12/27/2011	1470.00		1470.00	
1055308	30355	12/27/2011	2550.00	591.84	1958.16	1/14/2015
1055310	30355	12/27/2011	90.00		90.00	
1055314	30355	12/27/2011	52.00		52.00	
1055315	30355	12/27/2011	566.00		566.00	
1055316	30355	12/27/2011	90.00		90.00	
1055318	30355	12/27/2011	60.00		60.00	
1055320	30355	12/27/2011	60.00		60.00	
1055348	30355	12/29/2011	70.00	44.78	25.22	11/9/2016
1055349	30355	12/29/2011	100.00		100.00	
1055350	30355	12/29/2011	605.00		605.00	
1055352	30355	12/29/2011	480.00		480.00	
1055378	30355	12/29/2011	203.00	203.00		9/25/2012
1055422	30355	1/4/2012	24.00		24.00	
1055424	30355	1/4/2012	60.00	25.00	35.00	4/3/2012
1055425	30355	1/4/2012	90.00		90.00	
1055426	30355	1/4/2012	5.00		5.00	
1056897	30355	1/6/2012	630.00		630.00	
1056921	30355	1/9/2012	39.00		39.00	
1056924	30355	1/9/2012	240.00		240.00	
1056925	30355	1/9/2012	69.00		69.00	
1056964	30355	1/10/2012	60.00		60.00	
1056968	30355	1/10/2012	4.00		4.00	
1056969	30355	1/10/2012	60.00	60.00		9/20/2016
1056971	30355	1/10/2012	900.00		900.00	
1056972	30355	1/10/2012	750.00	6.32	743.68	7/28/2016
1056983	30355	1/11/2012	570.00		570.00	
1056987	30355	1/11/2012	274.00		274.00	
1057025	30355	1/13/2012	390.00	107.57	282.43	12/8/2016
1057026	30355	1/13/2012	1020.00		1020.00	
1057028	30355	1/13/2012	150.00		150.00	
1057029	30355	1/13/2012	60.00		60.00	
1057030	30355	1/13/2012	38.00	11.47	26.53	12/8/2016
1057156	30355	1/19/2012	60.00		60.00	
1057160	30355	1/19/2012	120.00	118.00	2.00	5/17/2013
1057208	30355	1/20/2012	1620.00	1422.66	197.34	12/14/2015
1057210	30355	1/20/2012	300.00		300.00	
1057211	30355	1/20/2012	210.00		210.00	
1057212	30355	1/20/2012	570.00		570.00	
1057213	30355	1/20/2012	600.00	12.07	587.93	4/11/2013
1057215	30355	1/20/2012	150.00	74.68	56.24	1/20/2017
1057218	30355	1/20/2012	150.00		150.00	
1057219	30355	1/20/2012	171.00		171.00	
1057257	30355	1/23/2012	126.00		126.00	
1057258	30355	1/23/2012	15.00		15.00	
1057259	30355	1/23/2012	60.00	29.87	22.50	1/20/2017
1057262	30355	1/23/2012	1080.00		1080.00	
1057265	30355	1/23/2012	1070.00	4.25	1065.75	9/13/2012
1057285	30355	1/24/2012	900.00	239.25	660.75	2/20/2014
1057286	30355	1/24/2012	90.00		90.00	
1057287	30355	1/24/2012	110.00		110.00	
1057290	30355	1/24/2012	660.00	51.83	608.17	3/31/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1057303	30355	1/25/2012	90.00		90.00	
1057304	30355	1/25/2012	120.00		120.00	
1057305	30355	1/25/2012	360.00		360.00	
1057340	30355	1/26/2012	470.00		470.00	
1057362	30355	1/30/2012	630.00		630.00	
1057363	30355	1/30/2012	60.00	37.50	22.50	1/7/2013
1057365	30355	1/30/2012	1080.00	299.55	780.45	7/23/2013
1057367	30355	1/30/2012	240.00		240.00	
1057386	30355	1/31/2012	36.00		36.00	
1057387	30355	1/31/2012	630.00		630.00	
1057388	30355	1/31/2012	2820.00		2820.00	
1057392	30355	1/31/2012	44.00		44.00	
1057412	30355	2/1/2012	390.00		390.00	
1057413	30355	2/1/2012	196.00	150.00	46.00	1/14/2013
1058677	30355	2/3/2012	90.00		90.00	
1058678	30355	2/3/2012	540.00		540.00	
1058679	30355	2/3/2012	94.00		94.00	
1058681	30355	2/3/2012	60.00		60.00	
1058698	30355	2/3/2012	80.00		80.00	
1058699	30355	2/3/2012	3810.00		3810.00	
1058700	30355	2/3/2012	1380.00		1380.00	
1058702	30355	2/3/2012	2490.00		2490.00	
1058703	30355	2/3/2012	810.00		810.00	
1058734	30355	2/7/2012	852.00	576.00	276.00	8/26/2013
1058737	30355	2/7/2012	60.00	41.00	19.00	7/11/2012
1058740	30355	2/7/2012	135.00		135.00	
1058769	30355	2/7/2012	90.00		90.00	
1058778	30355	2/7/2012	4970.00	1352.76	3617.24	6/21/2016
1058779	30355	2/7/2012	60.00		60.00	
1058781	30355	2/7/2012	92.00		92.00	
1058783	30355	2/7/2012	60.00		60.00	
1058784	30355	2/7/2012	5.00	5.00		5/25/2016
1058806	30355	2/8/2012	106.00		106.00	
1058808	30355	2/8/2012	210.00		210.00	
1058809	30355	2/8/2012	202.50		202.50	
1058810	30355	2/8/2012	4980.00		4980.00	
1058811	30355	2/8/2012	1380.00		1380.00	
1058824	30355	2/9/2012	60.00		60.00	
1058932	30355	2/15/2012	120.00		120.00	
1058972	30355	2/17/2012	114.00		114.00	
1058973	30355	2/17/2012	175.00	114.00	61.00	10/22/2012
1058991	30355	2/21/2012	150.00		150.00	
1058993	30355	2/21/2012	408.00	205.46	202.54	8/17/2015
1058994	30355	2/21/2012	150.00		150.00	
1058995	30355	2/21/2012	4650.00		4650.00	
1059025	30355	2/22/2012	306.00		306.00	
1059026	30355	2/22/2012	60.00	56.05	3.95	11/9/2016
1059027	30355	2/22/2012	60.00		60.00	
1059090	30355	2/28/2012	2941.00	677.68	2263.32	1/24/2013
1059093	30355	2/28/2012	2130.00		2130.00	
1059098	30355	2/28/2012	60.00		60.00	
1059099	30355	2/28/2012	780.00		780.00	
1059102	30355	2/28/2012	2220.00	141.51	2078.49	11/9/2016
1059103	30355	2/28/2012	318.00	318.00		4/11/2013
1059104	30355	2/28/2012	222.00		222.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1059111	30355	3/1/2012	998.00		998.00	
1059112	30355	3/1/2012	960.00		960.00	
1059115	30355	3/1/2012	105.00		105.00	
1059116	30355	3/1/2012	180.00		180.00	
1059123	30355	3/1/2012	216.00		216.00	
1060354	30355	3/2/2012	60.00		60.00	
1060357	30355	3/2/2012	1230.00	76.75	1153.25	6/24/2014
1060358	30355	3/2/2012	1350.00	76.71	1273.29	1/9/2014
1060359	30355	3/2/2012	1470.00		1470.00	
1060362	30355	3/2/2012	1830.00		1830.00	
1060364	30355	3/5/2012	105.00		105.00	
1060365	30355	3/5/2012	60.00		60.00	
1060367	30355	3/5/2012	120.00	120.00	-36.23	3/1/2017
1060368	30355	3/5/2012	1350.00		1350.00	
1060370	30355	3/5/2012	840.00		840.00	
1060372	30355	3/5/2012	120.00		120.00	
1060464	30355	3/6/2012	144.00		144.00	
1060468	30355	3/6/2012	90.00		90.00	
1060521	30355	3/8/2012	120.00		120.00	
1060540	30355	3/9/2012	12.00		12.00	
1060541	30355	3/9/2012	180.00	180.00		3/11/2013
1060585	30355	3/13/2012	60.00		60.00	
1060587	30355	3/13/2012	210.00		210.00	
1060588	30355	3/13/2012	58.00		58.00	
1060591	30355	3/13/2012	126.00		126.00	
1060593	30355	3/13/2012	660.00	645.00	15.00	4/30/2014
1060595	30355	3/13/2012	660.00		660.00	
1060598	30355	3/13/2012	390.00		390.00	
1060600	30355	3/13/2012	172.00		172.00	
1060634	30355	3/15/2012	120.00	104.89	15.11	12/8/2016
1060638	30355	3/15/2012	1740.00		1740.00	
1060700	30355	3/16/2012	6.00		6.00	
1060790	30355	3/22/2012	60.00		60.00	
1060791	30355	3/22/2012	120.00		120.00	
1060833	30355	3/26/2012	60.00		60.00	
1060841	30355	3/26/2012	870.00		870.00	
1060842	30355	3/26/2012	120.00		120.00	
1060843	30355	3/26/2012	60.00	9.16	50.84	1/22/2014
1060844	30355	3/26/2012	344.00		344.00	
1060873	30355	3/27/2012	1980.00		1980.00	
1060875	30355	3/27/2012	300.00	300.00		6/22/2016
1060876	30355	3/27/2012	1920.00	9.18	1910.82	7/17/2013
1060879	30355	3/27/2012	120.00		120.00	
1060880	30355	3/27/2012	60.00		60.00	
1060881	30355	3/27/2012	924.00	924.00	-11.00	1/18/2017
1060882	30355	3/27/2012	60.00		60.00	
1060884	30355	3/27/2012	480.00	135.00	345.00	10/31/2012
1060901	30355	3/28/2012	4.00		4.00	
1060902	30355	3/28/2012	60.00		60.00	
1060904	30355	3/28/2012	60.00		60.00	
1060958	30355	3/29/2012	68.00	51.67	16.33	5/16/2016
1061029	30355	4/3/2012	150.00		150.00	
1061036	30355	4/3/2012	60.00		60.00	
1062208	30355	4/3/2012	330.00		330.00	
1062209	30355	4/3/2012	24.00		24.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1062257	30355	4/5/2012	688.00		688.00	
1062260	30355	4/5/2012	20.00		20.00	
1062261	30355	4/5/2012	30.00		30.00	
1062263	30355	4/5/2012	600.00		600.00	
1062264	30355	4/5/2012	42.00		42.00	
1062266	30355	4/5/2012	90.00		90.00	
1062384	30355	4/10/2012	600.00		600.00	
1062385	30355	4/10/2012	60.00		60.00	
1062389	30355	4/10/2012	60.00		60.00	
1062391	30355	4/10/2012	4890.00	15.00	4875.00	1/22/2014
1062393	30355	4/10/2012	1020.00		1020.00	
1062397	30355	4/10/2012	1204.00	932.85	271.15	9/19/2016
1062400	30355	4/10/2012	630.00		630.00	
1062402	30355	4/10/2012	90.00		90.00	
1062426	30355	4/12/2012	120.00		120.00	
1062427	30355	4/12/2012	360.00	360.00	-19.00	8/15/2013
1062429	30355	4/12/2012	90.00		90.00	
1062431	30355	4/12/2012	12.00		12.00	
1062434	30355	4/12/2012	60.00		60.00	
1062440	30355	4/12/2012	1197.00		1197.00	
1062503	30355	4/16/2012	450.00		450.00	
1062504	30355	4/16/2012	60.00		60.00	
1062505	30355	4/16/2012	60.00		60.00	
1062671	30355	4/18/2012	330.00		330.00	
1062672	30355	4/18/2012	180.00		180.00	
1062791	30355	4/25/2012	690.00		690.00	
1062792	30355	4/25/2012	2850.00		2850.00	
1062794	30355	4/25/2012	4692.00	3294.93	1397.07	10/19/2016
1062795	30355	4/25/2012	540.00		540.00	
1062797	30355	4/25/2012	76.00	20.00	56.00	11/6/2012
1064128	30355	5/2/2012	570.00		570.00	
1064129	30355	5/2/2012	120.00		120.00	
1064130	30355	5/2/2012	432.00	294.97	137.03	5/6/2014
1064133	30355	5/2/2012	30.00		30.00	
1064134	30355	5/2/2012	1860.00		1860.00	
1064137	30355	5/2/2012	128.00		128.00	
1064138	30355	5/2/2012	120.00		120.00	
1064143	30355	5/2/2012	16.00		16.00	
1064145	30355	5/2/2012	60.00		60.00	
1064147	30355	5/2/2012	120.00		120.00	
1064289	30355	5/8/2012	4.00		4.00	
1064290	30355	5/8/2012	6.00		6.00	
1064294	30355	5/8/2012	180.00		180.00	
1064295	30355	5/8/2012	318.00	18.06	299.94	1/9/2014
1064296	30355	5/8/2012	90.00		90.00	
1064298	30355	5/8/2012	120.00	59.63	60.37	11/9/2016
1064299	30355	5/8/2012	60.00		60.00	
1064303	30355	5/8/2012	180.00	11.00	169.00	11/6/2012
1064306	30355	5/8/2012	120.00		120.00	
1064308	30355	5/8/2012	90.00		90.00	
1064309	30355	5/8/2012	371.00	70.00	301.00	8/16/2012
1064311	30355	5/8/2012	30.00		30.00	
1064312	30355	5/8/2012	2340.00	1795.38	544.62	8/28/2014
1064314	30355	5/8/2012	840.00	245.69	594.31	7/15/2013
1064315	30355	5/8/2012	740.00	226.21	513.79	12/8/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1064320	30355	5/8/2012	60.00		60.00	
1064321	30355	5/8/2012	406.00	100.00	306.00	10/16/2012
1064337	30355	5/9/2012	10.00		10.00	
1064338	30355	5/9/2012	120.00	0.37	119.63	12/16/2014
1064405	30355	5/11/2012	9630.00		9630.00	
1064406	30355	5/11/2012	750.00	689.00	61.00	3/18/2014
1064473	30355	5/15/2012	570.00		570.00	
1064474	30355	5/15/2012	156.00	115.00	41.00	3/25/2013
1064477	30355	5/16/2012	3870.00		3870.00	
1064478	30355	5/16/2012	108.00		108.00	
1064480	30355	5/16/2012	353.00		353.00	
1064483	30355	5/16/2012	28.00		28.00	
1064510	30355	5/17/2012	334.00	0.05	333.95	3/8/2013
1064511	30355	5/17/2012	1410.00	1171.04	145.39	2/22/2017
1064518	30355	5/17/2012	1200.00		1200.00	
1064520	30355	5/17/2012	300.00		300.00	
1064604	30355	5/22/2012	4.00		4.00	
1064605	30355	5/22/2012	44.00		44.00	
1064607	30355	5/22/2012	750.00		750.00	
1064610	30355	5/22/2012	720.00		720.00	
1064613	30355	5/22/2012	90.00	15.17	74.83	12/8/2016
1064614	30355	5/22/2012	32.00		32.00	
1064666	30355	5/24/2012	120.00		120.00	
1064707	30355	5/30/2012	930.00		930.00	
1064716	30355	5/30/2012	990.00		990.00	
1064717	30355	5/30/2012	30.00		30.00	
1064718	30355	5/30/2012	90.00		90.00	
1064720	30355	5/30/2012	102.00	50.00	52.00	6/4/2012
1064721	30355	5/30/2012	28.00		28.00	
1064722	30355	5/30/2012	6.00		6.00	
1064806	30355	6/1/2012	360.00		360.00	
1066082	30355	6/5/2012	90.00		90.00	
1066083	30355	6/5/2012	22.00		22.00	
1066084	30355	6/5/2012	168.00	7.49	160.51	10/14/2016
1066086	30355	6/5/2012	60.00		60.00	
1066199	30355	6/11/2012	4.00		4.00	
1066200	30355	6/11/2012	30.00		30.00	
1066203	30355	6/11/2012	750.00		750.00	
1066204	30355	6/11/2012	1043.00	1043.00		11/21/2014
1066205	30355	6/11/2012	259.00	2.18	256.82	7/28/2016
1066207	30355	6/11/2012	3270.00		3270.00	
1066208	30355	6/11/2012	60.00		60.00	
1066245	30355	6/12/2012	4260.00		4260.00	
1066248	30355	6/12/2012	60.00		60.00	
1066253	30355	6/12/2012	108.00	60.00	48.00	12/28/2012
1066316	30355	6/14/2012	1860.00		1860.00	
1066353	30355	6/15/2012	3330.00	56.93	3273.07	3/11/2013
1066355	30355	6/15/2012	192.00	101.77	90.23	11/20/2012
1066356	30355	6/15/2012	63.00		63.00	
1066372	30355	6/19/2012	220.00		220.00	
1066374	30355	6/19/2012	6.00		6.00	
1066375	30355	6/19/2012	1260.00	153.64	1106.36	1/22/2014
1066377	30355	6/19/2012	268.00	75.69	192.31	8/30/2016
1066378	30355	6/19/2012	630.00	630.00		6/22/2016
1066398	30355	6/20/2012	94.00		94.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1066406	30355	6/20/2012	90.00		90.00	
1066420	30355	6/22/2012	268.00		268.00	
1066421	30355	6/22/2012	366.00	20.79	345.21	1/9/2014
1066422	30355	6/22/2012	210.00		210.00	
1066423	30355	6/22/2012	378.00		378.00	
1066424	30355	6/22/2012	90.00		90.00	
1066425	30355	6/22/2012	224.00		224.00	
1066426	30355	6/22/2012	6.00		6.00	
1066453	30355	6/22/2012	4320.00		4320.00	
1066454	30355	6/22/2012	1080.00	164.96	915.04	1/22/2014
1066455	30355	6/22/2012	70.00	7.46	62.54	12/8/2016
1066457	30355	6/22/2012	1230.00		1230.00	
1066469	30355	6/25/2012	1290.00		1290.00	
1066470	30355	6/25/2012	264.00		264.00	
1066474	30355	6/26/2012	8.00		8.00	
1066484	30355	6/26/2012	3480.00		3480.00	
1066496	30355	6/27/2012	64.00		64.00	
1066516	30355	6/28/2012	60.00		60.00	
1066582	30355	7/2/2012	1680.00		1680.00	
1066584	30355	7/2/2012	810.00		810.00	
1066585	30355	7/2/2012	1500.00		1500.00	
1066588	30355	7/2/2012	1290.00		1290.00	
1067739	30355	7/3/2012	540.00	88.43	451.57	4/26/2016
1067743	30355	7/3/2012	60.00		60.00	
1067775	30355	7/5/2012	120.00		120.00	
1067776	30355	7/5/2012	120.00		120.00	8/6/2012
1067820	30355	7/6/2012	360.00		360.00	
1067837	30355	7/9/2012	152.00		152.00	
1067838	30355	7/9/2012	84.00		84.00	
1067839	30355	7/9/2012	64.00		64.00	
1067932	30355	7/12/2012	510.00		510.00	
1067934	30355	7/12/2012	480.00		480.00	
1067940	30355	7/12/2012	450.00		450.00	
1067945	30355	7/12/2012	60.00	25.00	35.00	7/30/2012
1067946	30355	7/12/2012	12.00		12.00	
1067948	30355	7/12/2012	42.00		42.00	
1067949	30355	7/12/2012	70.00	70.00	-192.50	2/19/2013
1067952	30355	7/12/2012	80.00		80.00	
1067954	30355	7/12/2012	2057.00	148.68	1838.57	1/24/2017
1067955	30355	7/12/2012	470.00		470.00	
1067994	30355	7/13/2012	60.00		60.00	
1067995	30355	7/13/2012	120.00	100.00	20.00	10/31/2012
1068050	30355	7/17/2012	132.00	80.40	51.60	10/14/2016
1068051	30355	7/17/2012	1256.00	365.37	890.63	11/9/2016
1068052	30355	7/17/2012	914.00		914.00	
1068055	30355	7/17/2012	968.00	678.00	290.00	5/19/2014
1068056	30355	7/17/2012	30.00		30.00	
1068130	30355	7/20/2012	540.00		540.00	
1068131	30355	7/20/2012	156.00	113.92	42.01	1/5/2017
1068132	30355	7/20/2012	510.00		510.00	
1068133	30355	7/20/2012	350.00		350.00	
1068162	30355	7/23/2012	25.00		25.00	
1068164	30355	7/23/2012	180.00	35.00	145.00	10/1/2012
1068165	30355	7/23/2012	60.00		60.00	
1068199	30355	7/24/2012	60.00		60.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1068200	30355	7/24/2012	94.00	94.00		9/20/2016
1068208	30355	7/24/2012	120.00	8.07	111.51	1/25/2017
1068209	30355	7/24/2012	175.00	1.47	173.53	7/28/2016
1068239	30355	7/25/2012	62.00		62.00	
1068284	30355	7/30/2012	4.00		4.00	
1068285	30355	7/30/2012	96.00	14.00	82.00	6/15/2016
1068287	30355	7/30/2012	27.00		27.00	
1068290	30355	7/30/2012	161.00		161.00	
1068304	30355	7/31/2012	36.00		36.00	
1068311	30355	8/1/2012	122.00		122.00	
1068312	30355	8/1/2012	900.00		900.00	
1068351	30355	8/1/2012	38.00		38.00	
1069539	30355	8/9/2012	80.00		80.00	
1069542	30355	8/9/2012	4.00		4.00	
1069543	30355	8/9/2012	420.00		420.00	
1069544	30355	8/9/2012	2.00		2.00	
1069547	30355	8/9/2012	2340.00		2340.00	
1069548	30355	8/9/2012	30.00		30.00	
1069549	30355	8/9/2012	10.00		10.00	
1069552	30355	8/9/2012	300.00	142.45	157.55	2/24/2016
1069553	30355	8/9/2012	60.00		60.00	
1069555	30355	8/9/2012	236.00		236.00	
1069558	30355	8/9/2012	2160.00		2160.00	
1069559	30355	8/9/2012	1174.00		1174.00	
1069560	30355	8/9/2012	892.00		892.00	
1069563	30355	8/9/2012	382.00	20.00	362.00	1/17/2017
1069564	30355	8/9/2012	3540.00		3540.00	
1069565	30355	8/9/2012	60.00		60.00	
1069593	30355	8/10/2012	30.00		30.00	
1069595	30355	8/10/2012	8.00		8.00	
1069596	30355	8/10/2012	16650.00		16650.00	
1069597	30355	8/10/2012	4.00		4.00	
1069599	30355	8/10/2012	270.00		270.00	
1069600	30355	8/10/2012	690.00		690.00	
1069601	30355	8/10/2012	210.00	6.00	204.00	12/8/2016
1069644	30355	8/15/2012	60.00		60.00	
1069645	30355	8/15/2012	60.00		60.00	
1069646	30355	8/15/2012	60.00		60.00	
1069647	30355	8/15/2012	60.00		60.00	
1069648	30355	8/15/2012	60.00		60.00	
1069649	30355	8/15/2012	4590.00		4590.00	
1069681	30355	8/16/2012	34.00		34.00	
1069682	30355	8/16/2012	358.00		358.00	
1069684	30355	8/16/2012	384.00	384.00		6/22/2016
1069686	30355	8/16/2012	2270.00		2270.00	
1069687	30355	8/16/2012	3000.00		3000.00	
1069728	30355	8/20/2012	600.00		600.00	
1069761	30355	8/21/2012	180.00		180.00	
1069762	30355	8/21/2012	36.00	0.51	35.49	1/13/2014
1069763	30355	8/21/2012	1341.00	1044.66	296.34	1/13/2017
1069766	30355	8/21/2012	82.00	8.00	74.00	8/30/2016
1069767	30355	8/21/2012	135.00		135.00	
1069771	30355	8/22/2012	1260.00		1260.00	
1069772	30355	8/22/2012	2490.00		2490.00	
1069773	30355	8/22/2012	690.00	200.00	490.00	2/14/2013

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1069774	30355	8/22/2012	112.00		112.00	
1069775	30355	8/22/2012	90.00		90.00	
1069776	30355	8/22/2012	60.00		60.00	
1069777	30355	8/22/2012	1200.00		1200.00	
1069778	30355	8/22/2012	30.00		30.00	
1069781	30355	8/22/2012	14.00		14.00	
1069782	30355	8/22/2012	1350.00		1350.00	
1069783	30355	8/22/2012	34.00	33.51	0.49	12/4/2015
1069817	30355	8/24/2012	660.00		660.00	
1069818	30355	8/24/2012	20.00		20.00	
1069856	30355	8/29/2012	420.00		420.00	
1069859	30355	8/29/2012	86.00		86.00	
1069877	30355	8/30/2012	305.00		305.00	
1069900	30355	8/31/2012	480.00		480.00	
1069904	30355	8/31/2012	120.00		120.00	
1069908	30355	8/31/2012	60.00		60.00	
1069911	30355	8/31/2012	50.00		50.00	
1069913	30355	8/31/2012	17880.00		17880.00	
1071127	30355	9/5/2012	60.00		60.00	
1071128	30355	9/5/2012	60.00		60.00	
1071129	30355	9/5/2012	540.00		540.00	
1071130	30355	9/5/2012	510.00		510.00	
1071131	30355	9/5/2012	232.00	61.92	170.08	9/15/2014
1071132	30355	9/5/2012	1140.00		1140.00	
1071133	30355	9/5/2012	1965.00		1965.00	
1071134	30355	9/5/2012	3512.00	2057.28	1454.72	3/30/2016
1071135	30355	9/5/2012	4.00		4.00	
1071234	30355	9/11/2012	220.00		220.00	
1071237	30355	9/11/2012	1140.00	993.98	146.02	12/8/2016
1071238	30355	9/11/2012	2100.00		2100.00	
1071241	30355	9/11/2012	1260.00		1260.00	
1071258	30355	9/11/2012	128.00		128.00	
1071261	30355	9/11/2012	30.00		30.00	
1071297	30355	9/12/2012	120.00		120.00	
1071299	30355	9/12/2012	34.00		34.00	
1071302	30355	9/12/2012	292.00		292.00	
1071305	30355	9/12/2012	1116.00	515.00	601.00	3/23/2015
1071384	30355	9/14/2012	88.00		88.00	
1071385	30355	9/14/2012	360.00		360.00	
1071386	30355	9/14/2012	42.00		42.00	
1071403	30355	9/17/2012	60.00		60.00	
1071453	30355	9/18/2012	50.00		50.00	
1071454	30355	9/18/2012	570.00		570.00	
1071455	30355	9/18/2012	130.00	12.70	117.30	8/30/2016
1071456	30355	9/18/2012	274.00		274.00	
1071457	30355	9/18/2012	198.00	53.90	144.10	1/30/2014
1071458	30355	9/18/2012	780.00		780.00	
1071459	30355	9/18/2012	60.00		60.00	
1071504	30355	9/20/2012	1158.00		1158.00	
1071505	30355	9/20/2012	12.00		12.00	
1071506	30355	9/20/2012	60.00	60.00		6/22/2016
1071507	30355	9/20/2012	394.00		394.00	
1071531	30355	9/21/2012	278.00		278.00	
1071549	30355	9/21/2012	1950.00		1950.00	
1071550	30355	9/21/2012	806.00		806.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1071553	30355	9/21/2012	6.00		6.00	
1071554	30355	9/21/2012	60.00		60.00	
1071571	30355	9/24/2012	30.00		30.00	
1071606	30355	9/25/2012	38.00	0.63	37.37	2/10/2015
1071612	30355	9/25/2012	48.00	40.00	8.00	2/1/2013
1071616	30355	9/25/2012	583.00		583.00	
1071618	30355	9/25/2012	960.00	180.00	780.00	2/20/2013
1071620	30355	9/25/2012	180.00	142.83	37.17	4/28/2015
1071643	30355	9/26/2012	588.00	467.00	121.00	3/30/2016
1071645	30355	9/26/2012	108.00		108.00	
1071682	30355	9/27/2012	36.00		36.00	
1071683	30355	9/27/2012	690.00		690.00	
1071684	30355	9/27/2012	60.00		60.00	
1071712	30355	10/1/2012	348.00	348.00		6/22/2016
1073032	30355	10/2/2012	60.00		60.00	
1073033	30355	10/2/2012	1410.00		1410.00	
1073051	30355	10/3/2012	90.00	14.32	71.30	1/5/2017
1073052	30355	10/3/2012	38.00		38.00	
1073054	30355	10/3/2012	1328.00		1328.00	
1073055	30355	10/3/2012	90.00		90.00	
1073057	30355	10/3/2012	60.00		60.00	
1073119	30355	10/5/2012	28.00		28.00	
1073120	30355	10/5/2012	60.00		60.00	1/29/2013
1073121	30355	10/5/2012	30.00		30.00	
1073223	30355	10/9/2012	1770.00		1770.00	
1073224	30355	10/9/2012	870.00		870.00	
1073225	30355	10/9/2012	90.00		90.00	
1073228	30355	10/9/2012	522.00	162.77	359.23	5/20/2015
1073229	30355	10/9/2012	5370.00		5370.00	
1073231	30355	10/9/2012	90.00		90.00	
1073232	30355	10/9/2012	1620.00		1620.00	
1073268	30355	10/10/2012	240.00	221.71	18.29	11/9/2016
1073270	30355	10/10/2012	990.00		990.00	
1073271	30355	10/10/2012	100.00		100.00	
1073349	30355	10/12/2012	60.00	14.11		5/3/2016
1073362	30355	10/15/2012	75.00		75.00	
1073366	30355	10/15/2012	165.00		165.00	
1073394	30355	10/15/2012	336.00		336.00	
1073396	30355	10/15/2012	30.00		30.00	
1073397	30355	10/15/2012	1530.00	476.03	1046.38	1/5/2017
1073401	30355	10/15/2012	90.00		90.00	
1073451	30355	10/17/2012	18.00		18.00	
1073453	30355	10/17/2012	46.00		46.00	
1073509	30355	10/19/2012	228.00		228.00	
1073511	30355	10/19/2012	330.00		330.00	
1073512	30355	10/19/2012	2300.00		2300.00	
1073513	30355	10/19/2012	45.00		45.00	
1073559	30355	10/22/2012	60.00		60.00	
1073560	30355	10/22/2012	40.00		40.00	
1073562	30355	10/22/2012	18.00	18.00		9/21/2016
1073563	30355	10/22/2012	120.00		120.00	
1073565	30355	10/22/2012	1140.00		1140.00	
1073567	30355	10/22/2012	30.00		30.00	
1073646	30355	10/25/2012	420.00	5.05	414.95	1/9/2014
1073648	30355	10/25/2012	120.00	60.00	60.00	11/20/2012

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1073649	30355	10/25/2012	120.00	73.07	46.93	10/14/2016
1073652	30355	10/25/2012	48.00		48.00	
1073698	30355	10/29/2012	22.00		22.00	
1073699	30355	10/29/2012	414.00	50.00	364.00	8/11/2016
1073700	30355	10/29/2012	60.00		60.00	
1073701	30355	10/29/2012	70.00		70.00	
1073702	30355	10/29/2012	60.00		60.00	
1073703	30355	10/29/2012	60.00		60.00	
1073704	30355	10/29/2012	6870.00	4800.00	2070.00	9/29/2016
1073707	30355	10/29/2012	870.00		870.00	
1073712	30355	10/29/2012	4.00		4.00	
1073714	30355	10/29/2012	16.00		16.00	
1073715	30355	10/29/2012	4018.00	2458.85	1559.15	12/8/2016
1073716	30355	10/29/2012	110.00		110.00	
1073743	30355	10/30/2012	187.00	61.84	125.16	5/6/2014
1073748	30355	10/30/2012	1200.00	1130.00	70.00	12/16/2014
1073749	30355	10/30/2012	120.00		120.00	
1073787	30355	11/1/2012	120.00		120.00	
1075055	30355	11/5/2012	90.00		90.00	
1075058	30355	11/5/2012	840.00		840.00	
1075062	30355	11/5/2012	56.00		56.00	
1075063	30355	11/5/2012	3695.00	1908.00	1787.00	8/1/2016
1075102	30355	11/6/2012	60.00		60.00	
1075103	30355	11/6/2012	180.00		180.00	
1075200	30355	11/8/2012	1680.00		1680.00	
1075202	30355	11/8/2012	240.00	240.00		7/27/2016
1075203	30355	11/8/2012	60.00		60.00	
1075205	30355	11/8/2012	30.00		30.00	
1075206	30355	11/8/2012	90.00		90.00	
1075207	30355	11/8/2012	90.00		90.00	
1075222	30355	11/9/2012	150.00		150.00	
1075225	30355	11/9/2012	5562.00	50.00	5512.00	11/30/2012
1075267	30355	11/13/2012	15720.00		15720.00	
1075268	30355	11/13/2012	2400.00		2400.00	
1075271	30355	11/13/2012	2010.00		2010.00	
1075272	30355	11/13/2012	214.00		214.00	
1075311	30355	11/13/2012	14.00		14.00	
1075312	30355	11/13/2012	1440.00		1440.00	
1075313	30355	11/13/2012	780.00	648.53	131.47	9/14/2016
1075314	30355	11/13/2012	470.00	455.40	14.60	9/12/2013
1075315	30355	11/13/2012	150.00		150.00	
1075317	30355	11/13/2012	60.00		60.00	
1075406	30355	11/15/2012	1012.00	192.19	819.81	12/8/2016
1075407	30355	11/15/2012	168.00		168.00	
1075409	30355	11/15/2012	40.00		40.00	
1075410	30355	11/15/2012	20.00		20.00	
1075459	30355	11/16/2012	6000.00		6000.00	
1075460	30355	11/16/2012	120.00		120.00	
1075515	30355	11/20/2012	60.00		60.00	
1075516	30355	11/20/2012	60.00		60.00	
1075543	30355	11/21/2012	84.00		84.00	
1075571	30355	11/26/2012	672.00	164.17	507.83	5/12/2016
1075573	30355	11/26/2012	164.00		164.00	
1075577	30355	11/26/2012	210.00	6.00	204.00	12/8/2016
1075582	30355	11/26/2012	65.00		65.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1075583	30355	11/26/2012	120.00		120.00	
1075585	30355	11/26/2012	570.00		570.00	
1075588	30355	11/26/2012	248.00		248.00	
1075589	30355	11/26/2012	120.00		120.00	
1075624	30355	11/27/2012	240.00		240.00	
1075626	30355	11/27/2012	66.00		66.00	
1075628	30355	11/27/2012	120.00		120.00	
1075629	30355	11/27/2012	12.00		12.00	
1075630	30355	11/27/2012	180.00		180.00	
1076986	30355	12/4/2012	74.00		74.00	
1076998	30355	12/4/2012	420.00	200.00	220.00	3/5/2013
1077001	30355	12/4/2012	120.00		120.00	
1077004	30355	12/4/2012	1930.00		1930.00	
1077162	30355	12/7/2012	8.00		8.00	
1077164	30355	12/7/2012	32.00		32.00	
1077165	30355	12/7/2012	82.00		82.00	12/17/2012
1077171	30355	12/7/2012	6.00		6.00	
1077172	30355	12/7/2012	60.00		60.00	
1077173	30355	12/7/2012	42.00		42.00	
1077174	30355	12/7/2012	60.00		60.00	
1077176	30355	12/7/2012	54.00		54.00	
1077177	30355	12/7/2012	600.00		600.00	
1077178	30355	12/7/2012	50.00		50.00	
1077179	30355	12/7/2012	24.00		24.00	
1077180	30355	12/7/2012	630.00	630.00		7/6/2016
1077183	30355	12/7/2012	4110.00		4110.00	
1077184	30355	12/7/2012	1620.00	1594.00	26.00	3/30/2016
1077226	30355	12/10/2012	600.00		600.00	
1077227	30355	12/10/2012	3685.00	2020.29	1664.71	4/26/2016
1077268	30355	12/11/2012	170.00		170.00	
1077270	30355	12/11/2012	5970.00	1139.98	4830.02	11/12/2015
1077296	30355	12/12/2012	4290.00		4290.00	
1077311	30355	12/12/2012	900.00		900.00	
1077312	30355	12/12/2012	480.00		480.00	
1077315	30355	12/12/2012	6216.00	1700.00	4516.00	10/17/2016
1077334	30355	12/13/2012	92.00		92.00	
1077336	30355	12/13/2012	8070.00	1600.00	6470.00	8/31/2016
1077338	30355	12/13/2012	660.00		660.00	
1077353	30355	12/14/2012	60.00		60.00	
1077354	30355	12/14/2012	28.00		28.00	
1077355	30355	12/14/2012	630.00		630.00	
1077356	30355	12/14/2012	724.00	145.77	578.23	12/8/2016
1077378	30355	12/14/2012	1512.00	12.74	1499.26	7/28/2016
1077508	30355	12/19/2012	3360.00		3360.00	
1077509	30355	12/19/2012	1530.00		1530.00	
1077512	30355	12/19/2012	330.00	214.23	115.77	12/14/2015
1077514	30355	12/19/2012	12480.00	4095.44	8384.56	11/2/2016
1077515	30355	12/19/2012	10.00		10.00	
1077552	30355	12/20/2012	1440.00	1440.00		7/16/2014
1077554	30355	12/20/2012	120.00		120.00	
1077555	30355	12/20/2012	1958.00	1228.29	729.71	10/12/2016
1077586	30355	12/21/2012	4.00		4.00	
1077615	30355	12/27/2012	1290.00	1094.12	195.88	2/19/2015
1078900	30355	1/3/2013	187.00		187.00	
1078901	30355	1/3/2013	60.00		60.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1078902	30355	1/3/2013	2700.00		2700.00	
1078906	30355	1/3/2013	192.00	20.49	171.51	12/8/2016
1078907	30355	1/3/2013	120.00		120.00	
1078908	30355	1/3/2013	1500.00	555.00	945.00	4/9/2015
1079019	30355	1/9/2013	40.00	40.00		6/10/2016
1079021	30355	1/9/2013	132.00		132.00	
1079024	30355	1/9/2013	3060.00	1154.83	1905.17	11/24/2014
1079025	30355	1/9/2013	690.00		690.00	
1079027	30355	1/9/2013	150.00		150.00	
1079028	30355	1/9/2013	1308.00	1194.26	113.74	4/26/2016
1079030	30355	1/9/2013	45.00		45.00	
1079046	30355	1/10/2013	60.00		60.00	
1079047	30355	1/10/2013	60.00		60.00	
1079048	30355	1/10/2013	90.00		90.00	
1079233	30355	1/17/2013	180.00		180.00	
1079252	30355	1/17/2013	1500.00		1500.00	
1079253	30355	1/17/2013	60.00		60.00	
1079255	30355	1/17/2013	635.00		635.00	
1079256	30355	1/17/2013	170.00		170.00	
1079258	30355	1/17/2013	56.00		56.00	
1079262	30355	1/17/2013	150.00		150.00	
1079263	30355	1/17/2013	120.00		120.00	
1079267	30355	1/17/2013	4560.00		4560.00	
1079268	30355	1/17/2013	411.00		411.00	
1079271	30355	1/18/2013	60.00		60.00	
1079285	30355	1/18/2013	1710.00	250.00	1460.00	2/26/2014
1079286	30355	1/18/2013	2736.00		2736.00	
1079287	30355	1/18/2013	120.00		120.00	
1079290	30355	1/18/2013	60.00		60.00	
1079294	30355	1/18/2013	774.00		774.00	
1079295	30355	1/18/2013	4.00	4.00	-62.20	11/20/2014
1079300	30355	1/18/2013	960.00		960.00	
1079365	30355	1/23/2013	1118.00	280.00	838.00	7/5/2013
1079367	30355	1/23/2013	330.00		330.00	
1079374	30355	1/23/2013	14.00		14.00	
1079376	30355	1/24/2013	24.00		24.00	
1079377	30355	1/24/2013	870.00		870.00	
1079378	30355	1/24/2013	60.00		60.00	
1079379	30355	1/24/2013	312.00		312.00	
1079397	30355	1/24/2013	86.00		86.00	
1079398	30355	1/24/2013	240.00		240.00	
1079427	30355	1/25/2013	4230.00		4230.00	
1079429	30355	1/25/2013	11842.00		11842.00	
1079432	30355	1/25/2013	36.00		36.00	
1079433	30355	1/25/2013	30.00		30.00	
1079436	30355	1/25/2013	1590.00		1590.00	
1079437	30355	1/25/2013	180.00	35.35	144.65	1/12/2016
1079455	30355	1/28/2013	42.00		42.00	
1079511	30355	1/31/2013	1050.00		1050.00	
1079522	30355	1/31/2013	240.00		240.00	
1079523	30355	1/31/2013	28.00		28.00	
1079524	30355	1/31/2013	210.00		210.00	
1079525	30355	1/31/2013	98.00		98.00	
1079526	30355	1/31/2013	60.00		60.00	
1079527	30355	1/31/2013	100.00	66.50	33.50	1/20/2015

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1079528	30355	1/31/2013	600.00		600.00	
1079529	30355	1/31/2013	1020.00		1020.00	
1079531	30355	1/31/2013	1080.00		1080.00	
1079537	30355	2/1/2013	15690.00		15690.00	
1079538	30355	2/1/2013	2310.00	24.00	2286.00	10/2/2013
1079540	30355	2/1/2013	612.00	612.00		6/22/2016
1079541	30355	2/1/2013	6.00		6.00	
1080671	30355	2/4/2013	780.00		780.00	
1080707	30355	2/5/2013	52.00	23.00	29.00	2/19/2015
1080708	30355	2/5/2013	30.00		30.00	
1080709	30355	2/5/2013	45.00		45.00	
1080711	30355	2/5/2013	540.00		540.00	
1080746	30355	2/6/2013	10.00		10.00	
1080751	30355	2/6/2013	150.00		150.00	
1080766	30355	2/7/2013	180.00	166.88	13.12	10/14/2016
1080767	30355	2/7/2013	13890.00	2800.00	11090.00	10/5/2016
1080768	30355	2/7/2013	273.00	41.59	231.41	4/26/2016
1080772	30355	2/7/2013	240.00		240.00	
1080774	30355	2/7/2013	236.00		236.00	
1080832	30355	2/8/2013	1764.00		1764.00	
1080835	30355	2/8/2013	2148.00	2148.00		7/19/2016
1080844	30355	2/8/2013	74.00		74.00	
1080845	30355	2/8/2013	40.00		40.00	
1080846	30355	2/8/2013	135.00	135.00		5/21/2015
1080847	30355	2/8/2013	240.00		240.00	
1080866	30355	2/8/2013	3836.00		3836.00	10/18/2013
1080867	30355	2/8/2013	312.00		312.00	
1080869	30355	2/8/2013	1080.00	450.00	630.00	9/13/2013
1080965	30355	2/14/2013	878.00	878.00	-0.74	11/19/2014
1080968	30355	2/14/2013	4.00		4.00	
1080969	30355	2/14/2013	360.00		360.00	
1080971	30355	2/14/2013	2768.00	1624.89	1143.11	9/15/2016
1080972	30355	2/14/2013	1230.00	1173.97	56.03	7/20/2015
1080973	30355	2/14/2013	216.00	48.00	168.00	6/14/2013
1080975	30355	2/14/2013	1470.00		1470.00	
1080976	30355	2/14/2013	150.00	4.29	145.71	12/8/2016
1080977	30355	2/14/2013	30.00		30.00	
1080978	30355	2/14/2013	540.00		540.00	
1081015	30355	2/15/2013	4020.00	4020.00		6/2/2016
1081017	30355	2/15/2013	1290.00		1290.00	
1081049	30355	2/19/2013	90.00		90.00	
1081050	30355	2/19/2013	4.00		4.00	
1081051	30355	2/19/2013	630.00		630.00	
1081092	30355	2/20/2013	6.00		6.00	
1081095	30355	2/20/2013	72.00		72.00	
1081117	30355	2/21/2013	4095.00	1950.00	2145.00	10/11/2016
1081118	30355	2/21/2013	210.00		210.00	
1081141	30355	2/22/2013	42.00	2.60	39.40	6/24/2014
1081142	30355	2/22/2013	150.00	18.39	131.61	10/14/2016
1081143	30355	2/22/2013	30.00		30.00	
1081145	30355	2/22/2013	1020.00		1020.00	
1081147	30355	2/22/2013	968.00		968.00	
1081148	30355	2/22/2013	2464.00	20.76	2443.24	7/28/2016
1081149	30355	2/22/2013	147.00	100.00	47.00	4/3/2013
1081150	30355	2/22/2013	600.00	600.00	-600.00	1/23/2017

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1081176	30355	2/25/2013	60.00		60.00	
1081177	30355	2/25/2013	1760.00	975.00	785.00	10/11/2016
1081178	30355	2/25/2013	180.00		180.00	
1081191	30355	2/26/2013	12.00		12.00	
1081192	30355	2/26/2013	30.00		30.00	
1081193	30355	2/26/2013	2490.00		2490.00	
1081194	30355	2/27/2013	2.00		2.00	
1081203	30355	2/27/2013	884.00	566.00	318.00	9/30/2013
1081221	30355	2/28/2013	120.00	60.29	59.71	11/4/2016
1081228	30355	2/28/2013	120.00		120.00	
1081229	30355	3/1/2013	60.00		60.00	
1081231	30355	3/1/2013	690.00	139.00	551.00	5/23/2016
1082443	30355	3/5/2013	120.00	56.97	63.03	2/24/2016
1082445	30355	3/5/2013	1356.00	63.22	1292.78	3/31/2016
1082498	30355	3/6/2013	120.00		120.00	
1082618	30355	3/8/2013	30.00		30.00	
1082712	30355	3/12/2013	510.00		510.00	
1082746	30355	3/13/2013	1680.00		1680.00	
1082752	30355	3/14/2013	30.00		30.00	
1082753	30355	3/14/2013	126.00		126.00	
1082757	30355	3/14/2013	34.00		34.00	
1082785	30355	3/14/2013	720.00		720.00	
1082786	30355	3/14/2013	120.00		120.00	
1082790	30355	3/14/2013	112.00	50.00	62.00	6/3/2013
1082791	30355	3/14/2013	300.00	198.42	101.58	11/2/2016
1082792	30355	3/14/2013	400.00		400.00	
1082814	30355	3/15/2013	2412.00	1242.78	851.62	1/20/2017
1082815	30355	3/15/2013	12.00		12.00	
1082837	30355	3/18/2013	24.00		24.00	
1082838	30355	3/18/2013	111.00	111.00	-3.00	5/23/2013
1082841	30355	3/18/2013	172.00	172.00		6/15/2016
1082893	30355	3/20/2013	42.00	36.74	5.26	11/4/2016
1082894	30355	3/20/2013	540.00		540.00	
1082895	30355	3/20/2013	120.00	120.00		6/8/2016
1082897	30355	3/20/2013	30.00		30.00	
1082900	30355	3/20/2013	70.00		70.00	
1082952	30355	3/22/2013	1862.00	200.00	1662.00	8/6/2014
1082953	30355	3/22/2013	120.00		120.00	
1082979	30355	3/26/2013	110.00		110.00	
1082980	30355	3/26/2013	44.00		44.00	
1082983	30355	3/27/2013	39.00	39.00		5/25/2016
1083000	30355	3/27/2013	870.00		870.00	
1083001	30355	3/27/2013	720.00	720.00		2/12/2014
1083080	30355	4/1/2013	76.00		76.00	10/9/2014
1084331	30355	4/2/2013	648.00		648.00	
1084335	30355	4/2/2013	78.00		78.00	
1084336	30355	4/2/2013	600.00		600.00	
1084337	30355	4/2/2013	270.00		270.00	
1084353	30355	4/3/2013	540.00		540.00	
1084356	30355	4/3/2013	30.00		30.00	
1084358	30355	4/3/2013	30.00		30.00	
1084362	30355	4/3/2013	124.00		124.00	
1084369	30355	4/3/2013	406.00		406.00	
1084465	30355	4/5/2013	140.00		140.00	
1084478	30355	4/5/2013	1108.00		1108.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1084482	30355	4/5/2013	744.00		744.00	
1084483	30355	4/8/2013	632.00	632.00		3/4/2016
1084484	30355	4/8/2013	230.00		230.00	
1084623	30355	4/12/2013	300.00		300.00	
1084693	30355	4/17/2013	10.00		10.00	
1084694	30355	4/17/2013	630.00		630.00	
1084696	30355	4/17/2013	276.00	36.78	239.22	1/30/2014
1084697	30355	4/17/2013	60.00	60.00		5/8/2013
1084700	30355	4/17/2013	330.00		330.00	
1084701	30355	4/17/2013	1830.00		1830.00	
1084703	30355	4/17/2013	102.00		102.00	
1084704	30355	4/17/2013	40.00		40.00	
1084705	30355	4/17/2013	20.00		20.00	
1084707	30355	4/17/2013	7.00		7.00	
1084708	30355	4/17/2013	330.00		330.00	
1084710	30355	4/17/2013	300.00		300.00	
1084712	30355	4/17/2013	14340.00	4785.61	9554.39	9/19/2016
1084747	30355	4/18/2013	390.00	195.94	194.06	11/4/2016
1084749	30355	4/18/2013	648.00		648.00	
1084750	30355	4/18/2013	60.00		60.00	
1084751	30355	4/18/2013	14.00		14.00	
1084778	30355	4/19/2013	8580.00		8580.00	
1084780	30355	4/19/2013	1950.00		1950.00	
1084782	30355	4/19/2013	40.00		40.00	
1084783	30355	4/19/2013	466.00		466.00	
1084805	30355	4/23/2013	2.00		2.00	
1084817	30355	4/23/2013	30.00		30.00	
1084818	30355	4/23/2013	3496.00	1666.00	1830.00	1/14/2015
1084843	30355	4/25/2013	7260.00	4358.43	2657.76	1/5/2017
1084845	30355	4/25/2013	30.00		30.00	
1084848	30355	4/25/2013	3360.00		3360.00	
1084849	30355	4/25/2013	120.00		120.00	
1084850	30355	4/25/2013	48.00		48.00	
1084851	30355	4/25/2013	300.00		300.00	
1085955	30355	5/2/2013	105.00		105.00	
1085959	30355	5/2/2013	180.00	50.00	130.00	6/20/2013
1085960	30355	5/2/2013	158.00		158.00	
1085963	30355	5/2/2013	4.00		4.00	
1085989	30355	5/3/2013	66.00	31.00	35.00	6/23/2016
1085991	30355	5/3/2013	2340.00		2340.00	
1085993	30355	5/3/2013	28.00	7.83	20.17	9/30/2014
1085994	30355	5/3/2013	30.00		30.00	
1085995	30355	5/3/2013	64.00	64.00	-269.73	9/21/2016
1085996	30355	5/3/2013	16620.00	3200.00	13320.00	1/5/2017
1086222	30355	5/13/2013	510.00		510.00	
1086255	30355	5/15/2013	90.00	90.00		7/22/2013
1086256	30355	5/15/2013	920.00		920.00	
1086258	30355	5/15/2013	46.00		46.00	
1086259	30355	5/15/2013	34.00		34.00	
1086260	30355	5/15/2013	60.00	60.00		9/21/2016
1086262	30355	5/15/2013	120.00	120.00		1/13/2017
1086266	30355	5/15/2013	6.00		6.00	
1086267	30355	5/15/2013	510.00		510.00	
1086269	30355	5/15/2013	90.00		90.00	
1086271	30355	5/15/2013	20.00		20.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1086275	30355	5/15/2013	60.00		60.00	
1086279	30355	5/15/2013	330.00		330.00	
1086281	30355	5/15/2013	150.00		150.00	
1086369	30355	5/22/2013	120.00		120.00	
1086371	30355	5/22/2013	32.00		32.00	
1086373	30355	5/22/2013	410.00		410.00	
1086374	30355	5/22/2013	12.00		12.00	
1086375	30355	5/22/2013	18.00		18.00	
1086376	30355	5/22/2013	16.00		16.00	
1086377	30355	5/22/2013	6.00		6.00	
1086378	30355	5/22/2013	6.00		6.00	
1086379	30355	5/22/2013	16.00		16.00	
1086380	30355	5/22/2013	96.00		96.00	
1086383	30355	5/22/2013	868.00		868.00	
1086385	30355	5/22/2013	90.00		90.00	
1086388	30355	5/22/2013	12.00		12.00	
1086390	30355	5/22/2013	88.00		88.00	
1086391	30355	5/22/2013	900.00		900.00	
1086397	30355	5/22/2013	758.00		758.00	
1086398	30355	5/22/2013	90.00		90.00	
1086400	30355	5/22/2013	4170.00		4170.00	
1086422	30355	5/23/2013	1770.00		1770.00	
1086441	30355	5/24/2013	55.00		55.00	
1086443	30355	5/24/2013	1080.00		1080.00	
1086445	30355	5/24/2013	3750.00		3750.00	
1086482	30355	5/29/2013	240.00		240.00	
1086483	30355	5/29/2013	87.00		87.00	
1086487	30355	5/29/2013	17670.00		17670.00	
1086488	30355	5/29/2013	1770.00	150.51	1619.49	4/21/2016
1086492	30355	5/29/2013	1860.00	388.39	1471.61	12/8/2016
1086493	30355	5/29/2013	990.00		990.00	
1086494	30355	5/29/2013	2190.00		2190.00	
1086495	30355	5/29/2013	1030.00		1030.00	
1086497	30355	5/29/2013	594.00	400.00	194.00	3/4/2015
1086499	30355	5/29/2013	630.00		630.00	
1086501	30355	5/29/2013	78.00	10.00	68.00	6/10/2013
1086526	30355	5/30/2013	6680.00	2707.26	3972.74	12/9/2016
1086618	30355	6/3/2013	60.00		60.00	
1086621	30355	6/3/2013	32.00		32.00	
1086623	30355	6/3/2013	1890.00		1890.00	
1087627	30355	6/4/2013	1110.00		1110.00	
1087628	30355	6/4/2013	920.00	498.00	422.00	10/11/2016
1087629	30355	6/4/2013	14.00		14.00	
1087631	30355	6/4/2013	380.00		380.00	
1087632	30355	6/4/2013	160.00		160.00	
1087635	30355	6/4/2013	300.00	51.47	248.53	11/18/2015
1087636	30355	6/4/2013	12.00		12.00	
1087637	30355	6/4/2013	9354.00		9354.00	
1087638	30355	6/4/2013	240.00	197.62	42.38	12/9/2016
1087639	30355	6/4/2013	720.00		720.00	
1087738	30355	6/6/2013	568.00		568.00	
1087739	30355	6/6/2013	60.00		60.00	
1087740	30355	6/6/2013	536.00		536.00	
1087761	30355	6/7/2013	18.00		18.00	
1087762	30355	6/7/2013	90.00		90.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1087764	30355	6/7/2013	168.00	41.00	127.00	4/28/2014
1087789	30355	6/10/2013	16.00		16.00	
1087792	30355	6/10/2013	56.00		56.00	
1087794	30355	6/10/2013	6.00		6.00	
1087796	30355	6/10/2013	60.00		60.00	
1087858	30355	6/12/2013	125.00		125.00	
1087860	30355	6/12/2013	300.00		300.00	
1087861	30355	6/12/2013	60.00		60.00	
1087862	30355	6/12/2013	60.00		60.00	
1087898	30355	6/13/2013	184.00		184.00	
1087900	30355	6/13/2013	16.00		16.00	
1087902	30355	6/13/2013	210.00		210.00	
1087936	30355	6/14/2013	10.00		10.00	
1087937	30355	6/14/2013	390.00		390.00	
1087957	30355	6/17/2013	60.00		60.00	
1087958	30355	6/17/2013	12810.00	2775.00	10035.00	9/30/2016
1087959	30355	6/17/2013	4710.00	13.00	4697.00	5/12/2016
1087960	30355	6/17/2013	60.00		60.00	
1087962	30355	6/17/2013	120.00		120.00	
1087971	30355	6/17/2013	32.00		32.00	
1088038	30355	6/19/2013	102.00		102.00	
1088040	30355	6/19/2013	2709.00	937.00	1772.00	9/30/2016
1088044	30355	6/19/2013	1590.00		1590.00	
1088047	30355	6/19/2013	716.00		657.43	12/12/2016
1088053	30355	6/20/2013	252.00		251.88	1/5/2017
1088134	30355	6/21/2013	68.00		68.00	
1088188	30355	6/26/2013	90.00		90.00	
1088194	30355	6/26/2013	1260.00		1260.00	
1088195	30355	6/26/2013	40.00		40.00	
1088215	30355	6/27/2013	38.00		38.00	
1088218	30355	6/27/2013	102.00		102.00	
1088220	30355	6/27/2013	68.00		68.00	
1088233	30355	7/1/2013	210.00		210.00	
1088235	30355	7/1/2013	336.00		336.00	
1089461	30355	7/2/2013	210.00		210.00	
1089462	30355	7/2/2013	8.00		8.00	10/24/2013
1089463	30355	7/2/2013	116.00	116.00		6/22/2016
1089494	30355	7/3/2013	520.00	520.00		8/15/2016
1089495	30355	7/3/2013	68.00	20.00	48.00	8/5/2013
1089573	30355	7/8/2013	570.00		570.00	
1089575	30355	7/9/2013	25.00		25.00	
1089576	30355	7/9/2013	60.00		60.00	
1089577	30355	7/9/2013	40.00		40.00	
1089578	30355	7/9/2013	7590.00		7590.00	
1089579	30355	7/9/2013	180.00		180.00	
1089580	30355	7/9/2013	216.00	104.00	112.00	1/21/2014
1089629	30355	7/10/2013	570.00		570.00	
1089630	30355	7/10/2013	150.00		150.00	
1089631	30355	7/10/2013	1920.00		1920.00	
1089642	30355	7/11/2013	90.00		90.00	
1089687	30355	7/12/2013	2070.00		2070.00	
1089694	30355	7/12/2013	120.00		120.00	
1089767	30355	7/16/2013	1440.00		1440.00	
1089769	30355	7/16/2013	300.00	300.00		6/8/2016
1089771	30355	7/16/2013	60.00		60.00	

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1089797	30355	7/17/2013	510.00		510.00	
1089798	30355	7/17/2013	2645.00	2645.00		3/7/2016
1089835	30355	7/18/2013	315.00		315.00	
1089836	30355	7/19/2013	510.00	446.03	63.97	11/4/2016
1089837	30355	7/19/2013	210.00		210.00	
1089857	30355	7/19/2013	510.00		510.00	
1089858	30355	7/19/2013	330.00		330.00	
1089894	30355	7/22/2013	5385.00	3910.00	1475.00	10/5/2016
1089895	30355	7/22/2013	4860.00	930.00	3930.00	10/10/2016
1089928	30355	7/23/2013	1006.00		1006.00	
1089971	30355	7/25/2013	900.00		900.00	
1089972	30355	7/25/2013	1080.00		1080.00	
1089974	30355	7/25/2013	1680.00		1680.00	
1089975	30355	7/25/2013	60.00		60.00	
1090009	30355	7/26/2013	1506.00	1506.00		8/29/2016
1090029	30355	7/29/2013	90.00		90.00	
1090030	30355	7/29/2013	540.00		540.00	
1090115	30355	8/1/2013	84.00	60.00	24.00	9/30/2013
1090117	30355	8/1/2013	1080.00		1080.00	
1090119	30355	8/1/2013	38.00		38.00	
1090121	30355	8/1/2013	960.00		960.00	
1090122	30355	8/1/2013	74.00		74.00	
1090123	30355	8/1/2013	114.00	114.00		6/22/2016
1090124	30355	8/1/2013	1290.00		1290.00	
1090125	30355	8/1/2013	1680.00		1680.00	
1090126	30355	8/1/2013	1374.00	1374.00	-116.72	11/4/2016
1090127	30355	8/1/2013	180.00	25.00	155.00	9/5/2014
1090128	30355	8/1/2013	140.00		140.00	
1090129	30355	8/1/2013	570.00		570.00	
1091211	30355	8/5/2013	90.00		90.00	
1091259	30355	8/7/2013	18.00		18.00	
1091260	30355	8/7/2013	4.00		4.00	
1091267	30355	8/7/2013	165.00		165.00	
1091345	30355	8/12/2013	32.00		32.00	
1091346	30355	8/12/2013	426.00	83.70	342.30	1/12/2016
1091348	30355	8/12/2013	8.00		8.00	
1091349	30355	8/12/2013	1710.00		1710.00	
1091355	30355	8/12/2013	180.00		180.00	
1091390	30355	8/13/2013	12.00		12.00	
1091391	30355	8/13/2013	836.00		836.00	5/21/2014
1091393	30355	8/13/2013	826.00		826.00	
1091394	30355	8/13/2013	60.00		60.00	
1091424	30355	8/15/2013	2100.00	2054.45	45.55	11/6/2015
1091427	30355	8/15/2013	170.00		170.00	
1091429	30355	8/15/2013	14550.00		14550.00	
1091453	30355	8/16/2013	14970.00		14970.00	
1091514	30355	8/20/2013	60.00		60.00	
1091576	30355	8/21/2013	30.00		30.00	
1091584	30355	8/22/2013	10.00		10.00	
1091586	30355	8/22/2013	452.00		452.00	
1091587	30355	8/22/2013	2400.00		2400.00	
1091618	30355	8/23/2013	42.00		42.00	
1091619	30355	8/23/2013	90.00		90.00	
1091620	30355	8/23/2013	3360.00		3360.00	
1091661	30355	8/28/2013	90.00	39.09	50.91	11/9/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1091665	30355	8/28/2013	510.00		510.00	
1091668	30355	8/28/2013	334.00		334.00	
1091679	30355	8/29/2013	90.00		90.00	
1091681	30355	8/29/2013	4020.00		4020.00	
1091682	30355	8/29/2013	160.00	160.00		10/19/2016
1091683	30355	8/29/2013	840.00	364.62	475.38	11/9/2016
1091696	30355	8/30/2013	254.00		254.00	
1091701	30355	8/30/2013	140.00		140.00	
1091702	30355	8/30/2013	480.00		480.00	
1091754	30355	9/3/2013	1242.00		1242.00	3/19/2014
1091755	30355	9/3/2013	690.00	32.18	657.82	3/31/2016
1091756	30355	9/3/2013	98.00	92.00	6.00	10/4/2016
1092898	30355	9/4/2013	202.00		202.00	
1092899	30355	9/4/2013	1620.00	100.00	1520.00	1/6/2015
1092935	30355	9/5/2013	150.00	14.64	135.36	8/30/2016
1093037	30355	9/9/2013	30.00		30.00	
1093038	30355	9/9/2013	756.00		756.00	
1093039	30355	9/9/2013	570.00		570.00	
1093041	30355	9/9/2013	90.00		90.00	
1093042	30355	9/9/2013	74.00		74.00	
1093065	30355	9/10/2013	630.00		630.00	
1093068	30355	9/11/2013	6900.00		6900.00	
1093069	30355	9/11/2013	1050.00	1050.00		2/28/2017
1093071	30355	9/11/2013	330.00		330.00	
1093073	30355	9/11/2013	1560.00		1560.00	
1093075	30355	9/11/2013	120.00		120.00	
1093076	30355	9/11/2013	8136.00	8136.00		8/23/2016
1093078	30355	9/11/2013	180.00		180.00	
1093079	30355	9/11/2013	750.00		750.00	
1093129	30355	9/12/2013	2490.00		2490.00	
1093130	30355	9/12/2013	812.00	579.99	232.01	10/5/2016
1093195	30355	9/16/2013	90.00		90.00	
1093196	30355	9/16/2013	44.00	41.11	2.89	11/9/2016
1093199	30355	9/16/2013	60.00		60.00	
1093292	30355	9/19/2013	870.00		870.00	
1093293	30355	9/19/2013	870.00		870.00	
1093294	30355	9/19/2013	72.00		72.00	
1093308	30355	9/19/2013	20.00		20.00	
1093310	30355	9/19/2013	2130.00	227.19	1902.81	12/8/2016
1093311	30355	9/19/2013	1740.00	124.24	1615.76	10/14/2016
1093345	30355	9/20/2013	32.00	20.00	12.00	7/8/2015
1093346	30355	9/20/2013	150.00		150.00	
1093377	30355	9/23/2013	600.00		600.00	
1093378	30355	9/23/2013	90.00		90.00	
1093396	30355	9/24/2013	180.00		180.00	
1093422	30355	9/25/2013	1770.00	1112.97	657.03	12/8/2016
1093423	30355	9/25/2013	1776.00		1776.00	
1093505	30355	9/27/2013	390.00		390.00	
1093507	30355	9/27/2013	90.00		90.00	
1094444	30355	10/3/2013	90.00		90.00	
1094445	30355	10/3/2013	34.00	14.94	19.06	11/9/2016
1094446	30355	10/3/2013	150.00	75.00	75.00	11/10/2014
1094448	30355	10/3/2013	4200.00		4200.00	
1094449	30355	10/3/2013	62.47	62.47		6/10/2016
1094452	30355	10/3/2013	1140.00		1140.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1094453	30355	10/3/2013	48.00		48.00	
1094573	30355	10/8/2013	150.00		150.00	
1094624	30355	10/10/2013	390.00	341.08	48.92	11/4/2016
1094625	30355	10/10/2013	1230.00		1230.00	
1094630	30355	10/10/2013	390.00	390.00	-92.00	8/6/2015
1094632	30355	10/10/2013	595.00	150.00	445.00	4/23/2015
1094633	30355	10/10/2013	120.00	45.00	75.00	10/21/2016
1094634	30355	10/10/2013	1191.00	1191.00		5/25/2016
1094635	30355	10/10/2013	180.00		180.00	
1094731	30355	10/14/2013	990.00		990.00	
1094733	30355	10/14/2013	180.00		180.00	
1094734	30355	10/14/2013	456.00		456.00	
1094736	30355	10/14/2013	2.00		2.00	
1094739	30355	10/14/2013	144.00		144.00	
1094742	30355	10/14/2013	870.00		870.00	
1094743	30355	10/14/2013	480.00	480.00	-193.26	3/1/2017
1094779	30355	10/15/2013	10.00		10.00	
1094780	30355	10/15/2013	480.00		480.00	
1094783	30355	10/15/2013	216.00	160.00	56.00	3/18/2015
1094838	30355	10/18/2013	164.00	99.90	64.10	5/13/2016
1094842	30355	10/18/2013	1050.00	972.93	77.07	9/9/2016
1094843	30355	10/18/2013	90.00		90.00	
1094863	30355	10/18/2013	8.00		8.00	
1096070	30355	11/6/2013	192.00		192.00	
1096072	30355	11/6/2013	690.00		690.00	
1096075	30355	11/6/2013	1500.00		1500.00	
1096076	30355	11/6/2013	627.00	269.40	357.60	11/6/2015
1096078	30355	11/6/2013	4.00		4.00	
1096079	30355	11/6/2013	188.00		188.00	
1096114	30355	11/7/2013	690.00	450.00	240.00	9/26/2014
1096115	30355	11/7/2013	30.00		30.00	
1096120	30355	11/7/2013	534.00		534.00	
1096125	30355	11/7/2013	600.00		600.00	
1096127	30355	11/7/2013	1440.00	730.00	710.00	8/29/2016
1096128	30355	11/7/2013	30.00		30.00	
1096134	30355	11/7/2013	2970.00	1000.00	1970.00	8/17/2015
1096137	30355	11/7/2013	1470.00	42.05	1427.95	12/8/2016
1096140	30355	11/7/2013	840.00		840.00	
1096141	30355	11/7/2013	90.00		90.00	
1096144	30355	11/7/2013	90.00		90.00	
1096145	30355	11/7/2013	144.00	25.00	119.00	11/19/2013
1096163	30355	11/12/2013	360.00		360.00	
1096164	30355	11/12/2013	780.00	45.65	734.35	6/24/2014
1096166	30355	11/12/2013	12420.00	12420.00		6/8/2016
1096168	30355	11/12/2013	406.00		406.00	
1096170	30355	11/12/2013	12.00		12.00	
1096171	30355	11/12/2013	5010.00		5010.00	
1096172	30355	11/12/2013	315.00	315.00	-93.07	1/13/2017
1096173	30355	11/12/2013	1710.00		1710.00	
1096174	30355	11/12/2013	690.00		690.00	
1096175	30355	11/12/2013	2499.00	389.00	2110.00	4/1/2016
1096224	30355	11/15/2013	234.00		234.00	
1096225	30355	11/15/2013	30.00	0.28	29.72	12/8/2016
1096226	30355	11/15/2013	178.00	10.00	168.00	2/26/2014
1096227	30355	11/15/2013	3108.00	3108.00		6/2/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1096228	30355	11/15/2013	840.00		840.00	
1096229	30355	11/15/2013	3270.00		3270.00	
1096230	30355	11/15/2013	94.00		94.00	
1096231	30355	11/15/2013	975.00		975.00	
1096234	30355	11/15/2013	4380.00	630.00	3750.00	9/18/2015
1096235	30355	11/15/2013	140.00		140.00	
1096238	30355	11/15/2013	46.00		46.00	
1096361	30355	11/22/2013	6390.00		6390.00	
1096454	30355	11/27/2013	30.00		30.00	
1096459	30355	11/27/2013	44.00	44.00		6/8/2016
1096461	30355	11/27/2013	1530.00	1522.01	-7.33	1/26/2017
1096464	30355	11/27/2013	180.00		180.00	
1096468	30355	11/27/2013	360.00		360.00	
1096469	30355	11/27/2013	360.00		360.00	
1096470	30355	11/27/2013	312.00		312.00	
1096473	30355	11/27/2013	330.00		330.00	
1096474	30355	11/27/2013	35.00		35.00	
1096475	30355	11/27/2013	1980.00		1980.00	
1096476	30355	11/27/2013	810.00		810.00	
1096477	30355	11/27/2013	1800.00		1800.00	
1096478	30355	11/27/2013	840.00		840.00	
1096480	30355	11/27/2013	62.00	26.88	35.12	11/9/2016
1096481	30355	11/27/2013	6.00	6.00		1/7/2014
1097656	30355	12/5/2013	38.00		38.00	
1097658	30355	12/5/2013	1590.00		1590.00	
1097660	30355	12/5/2013	690.00		690.00	
1097661	30355	12/5/2013	381.00	270.00	111.00	12/31/2014
1097664	30355	12/5/2013	150.00	114.98	35.02	9/20/2016
1097665	30355	12/5/2013	62.00		62.00	
1097670	30355	12/5/2013	1650.00		1650.00	
1097734	30355	12/9/2013	4320.00		4320.00	
1097737	30355	12/9/2013	9098.00	1703.22	7394.78	9/15/2016
1097738	30355	12/9/2013	1830.00		1830.00	
1097739	30355	12/9/2013	90.00		90.00	
1097740	30355	12/9/2013	2000.00	755.00	1245.00	10/6/2016
1097742	30355	12/9/2013	410.00		410.00	
1097794	30355	12/12/2013	60.00		60.00	
1097795	30355	12/12/2013	7244.00		7244.00	
1097796	30355	12/12/2013	40.00		40.00	
1097797	30355	12/12/2013	90.00		90.00	
1097811	30355	12/12/2013	3480.00		3480.00	
1097939	30355	12/19/2013	80.00		80.00	
1097940	30355	12/19/2013	508.00	226.00	282.00	10/18/2016
1097943	30355	12/19/2013	1590.00	1270.99	319.01	12/8/2016
1097944	30355	12/19/2013	346.00		346.00	
1097945	30355	12/19/2013	660.00		660.00	
1097953	30355	12/19/2013	90.00		90.00	
1097954	30355	12/19/2013	66.00		66.00	
1097957	30355	12/19/2013	90.00		90.00	
1097980	30355	12/20/2013	1950.00	43.24	1897.09	1/5/2017
1097981	30355	12/20/2013	1710.00		1710.00	
1097982	30355	12/20/2013	12.00		12.00	
1097983	30355	12/20/2013	64.00		64.00	
1098977	30355	1/14/2014	750.00		750.00	
1098978	30355	1/14/2014	142.00		142.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1098980	30355	1/14/2014	76.00		76.00	
1098983	30355	1/14/2014	330.00	56.68	273.32	11/18/2015
1098996	30355	1/14/2014	360.00		360.00	
1098998	30355	1/14/2014	1770.00	900.00	870.00	9/3/2014
1098999	30355	1/14/2014	44.00		44.00	
1099000	30355	1/14/2014	135.00	65.11	67.88	1/5/2017
1099003	30355	1/14/2014	468.00	468.00	-39.75	11/4/2016
1099005	30355	1/14/2014	120.00		120.00	
1099057	30355	1/17/2014	84.00	86.32	-18.26	2/22/2017
1099059	30355	1/17/2014	44.00		44.00	
1099063	30355	1/17/2014	1428.00	710.96	717.04	9/19/2016
1099092	30355	1/22/2014	4670.00	2773.00	1897.00	9/27/2016
1099094	30355	1/22/2014	10.00		10.00	
1099096	30355	1/22/2014	164.00		164.00	
1099118	30355	1/24/2014	50.00		50.00	
1099120	30355	1/24/2014	870.00	350.00	520.00	12/9/2016
1099121	30355	1/24/2014	60.00		60.00	
1099127	30355	1/27/2014	2400.00		2400.00	
1099129	30355	1/27/2014	45.00	45.00		5/3/2016
1099130	30355	1/27/2014	12.00		12.00	
1099132	30355	1/27/2014	12.00		12.00	
1099134	30355	1/27/2014	120.00		120.00	
1099136	30355	1/27/2014	180.00		180.00	
1099137	30355	1/27/2014	1080.00	1080.00		6/8/2016
1099141	30355	1/27/2014	3360.00	1400.00	1960.00	10/2/2015
1099142	30355	1/27/2014	12.00		12.00	
1099197	30355	1/31/2014	74.00		74.00	
1099198	30355	1/31/2014	1590.00		1590.00	
1099199	30355	1/31/2014	1290.00		1290.00	
1099211	30355	1/31/2014	1440.00		1440.00	
1099214	30355	1/31/2014	546.00		546.00	
1099215	30355	1/31/2014	170.00		170.00	
1099216	30355	1/31/2014	25650.00		25650.00	
1099983	30355	2/11/2014	150.00		150.00	
1099985	30355	2/11/2014	44.00	19.35	24.65	11/9/2016
1099987	30355	2/11/2014	30.00		30.00	
1099996	30355	2/11/2014	6060.00	6060.00		9/14/2016
1099998	30355	2/11/2014	90.00		90.00	
1100000	30355	2/11/2014	180.00		180.00	
1100001	30355	2/11/2014	30.00		30.00	
1100004	30355	2/11/2014	150.00	14.64	135.36	8/30/2016
1100006	30355	2/11/2014	3682.00		3682.00	
1100007	30355	2/11/2014	6.00		6.00	
1100008	30355	2/11/2014	90.00		90.00	
1100009	30355	2/11/2014	1560.00		1560.00	
1100010	30355	2/11/2014	660.00		660.00	
1100011	30355	2/11/2014	847.00	7.14	839.86	7/28/2016
1100023	30355	2/12/2014	6150.00		6150.00	
1100025	30355	2/12/2014	32.00		32.00	
1100026	30355	2/12/2014	12.00		12.00	
1100202	30355	2/25/2014	90.00		90.00	
1100203	30355	2/25/2014	210.00		210.00	
1100205	30355	2/25/2014	150.00		150.00	
1100206	30355	2/25/2014	480.00		480.00	
1100208	30355	2/25/2014	344.00		344.00	

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1100210	30355	2/25/2014	540.00		540.00	
1100212	30355	2/25/2014	11236.00		11236.00	
1100213	30355	2/25/2014	60.00		60.00	
1100214	30355	2/25/2014	32.00	32.00		6/22/2016
1100215	30355	2/25/2014	4.00		4.00	
1100216	30355	2/25/2014	176.00	75.00	101.00	12/11/2014
1100960	30355	3/4/2014	750.00		750.00	
1100963	30355	3/4/2014	960.00		960.00	
1100965	30355	3/4/2014	240.00		240.00	
1100983	30355	3/4/2014	1950.00		1950.00	
1100985	30355	3/4/2014	90.00		90.00	
1101019	30355	3/6/2014	4288.00	2075.00	2213.00	4/5/2016
1101021	30355	3/6/2014	28.00		28.00	
1101022	30355	3/6/2014	750.00		750.00	
1101023	30355	3/6/2014	180.00		180.00	
1101026	30355	3/6/2014	1020.00		1020.00	
1101029	30355	3/6/2014	870.00		870.00	
1101030	30355	3/6/2014	960.00		960.00	
1101161	30355	3/18/2014	1110.00		1110.00	
1101163	30355	3/18/2014	38.00		38.00	
1101167	30355	3/18/2014	90.00		90.00	
1101170	30355	3/18/2014	88.00		88.00	
1101172	30355	3/18/2014	1800.00		1800.00	
1101173	30355	3/18/2014	1290.00		1290.00	
1101174	30355	3/18/2014	750.00		750.00	
1101175	30355	3/18/2014	13920.00		13920.00	
1101176	30355	3/18/2014	1548.00	235.00	1313.00	3/28/2016
1101177	30355	3/18/2014	8.00		8.00	
1101178	30355	3/18/2014	1594.00	1114.00	480.00	8/24/2015
1101180	30355	3/18/2014	58.00		58.00	
1101182	30355	3/18/2014	696.00		696.00	
1101183	30355	3/18/2014	15.00	15.00		5/12/2016
1101185	30355	3/18/2014	356.00		356.00	
1101188	30355	3/18/2014	720.00		720.00	
1101227	30355	3/20/2014	56.00		56.00	
1101257	30355	3/21/2014	11190.00	328.38	10861.62	6/13/2016
1101281	30355	3/24/2014	118.00		118.00	
1101282	30355	3/24/2014	2820.00	168.30	2651.70	9/20/2016
1101283	30355	3/24/2014	90.00		90.00	
1101284	30355	3/24/2014	66.00		66.00	
1101287	30355	3/24/2014	120.00		120.00	
1101288	30355	3/24/2014	161.00		161.00	
1101289	30355	3/24/2014	30.00		30.00	
1101295	30355	3/25/2014	70.00		70.00	
1101296	30355	3/25/2014	2070.00		2070.00	
1101378	30355	3/27/2014	192.00		192.00	
1101379	30355	3/27/2014	30.00		30.00	
1101381	30355	3/27/2014	270.00		270.00	
1101382	30355	3/27/2014	483.00		483.00	
1101384	30355	3/27/2014	270.00	93.00	164.45	1/5/2017
1101386	30355	3/27/2014	399.00	85.76	313.24	10/19/2016
1101387	30355	3/27/2014	14.00		14.00	
1101392	30355	3/28/2014	26.00		26.00	
1101398	30355	3/28/2014	360.00		360.00	
1101399	30355	3/28/2014	600.00		600.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1101401	30355	3/28/2014	3090.00	100.00	2990.00	9/30/2016
1101402	30355	3/28/2014	1110.00		1110.00	
1101403	30355	3/28/2014	675.00		675.00	
1101404	30355	3/28/2014	2850.00		2850.00	
1101406	30355	3/28/2014	86.00		86.00	
1101408	30355	3/28/2014	8610.00		8610.00	
1101428	30355	3/31/2014	1230.00		1230.00	
1101430	30355	3/31/2014	5970.00	1005.74	4964.26	12/8/2016
1102289	30355	4/10/2014	8.00		8.00	
1102291	30355	4/10/2014	120.00		120.00	
1102293	30355	4/10/2014	16.00		16.00	
1102294	30355	4/10/2014	290.00	290.00	-10.00	1/18/2017
1102301	30355	4/10/2014	3630.00		3630.00	
1102302	30355	4/10/2014	304.00	198.17	100.16	1/5/2017
1102303	30355	4/10/2014	56.00		56.00	
1102304	30355	4/10/2014	90.00		90.00	
1102305	30355	4/10/2014	3420.00		3420.00	
1102312	30355	4/10/2014	1050.00	500.00	550.00	8/12/2015
1102315	30355	4/10/2014	210.00	50.00	160.00	4/11/2014
1102317	30355	4/10/2014	252.00		252.00	
1102320	30355	4/10/2014	1950.00		1950.00	
1102321	30355	4/10/2014	1290.00	137.59	1152.41	12/8/2016
1102324	30355	4/10/2014	1890.00		1890.00	
1102493	30355	4/29/2014	46.00		46.00	
1102501	30355	4/29/2014	156.00		156.00	
1102509	30355	4/29/2014	444.00	372.00	72.00	4/15/2015
1102553	30355	5/2/2014	2430.00	567.58	1862.42	9/15/2016
1102554	30355	5/2/2014	348.00		348.00	
1103198	30355	5/2/2014	90.00		90.00	
1103202	30355	5/2/2014	36.00		36.00	
1103203	30355	5/2/2014	996.00	996.00		7/19/2016
1103212	30355	5/2/2014	90.00		90.00	
1103213	30355	5/5/2014	156.00	156.00		5/3/2016
1103217	30355	5/5/2014	1020.00	500.00	520.00	2/20/2015
1103218	30355	5/5/2014	54.00	35.48	18.52	10/14/2016
1103219	30355	5/5/2014	12.00		12.00	
1103220	30355	5/5/2014	54.00		54.00	
1103221	30355	5/5/2014	30.00		30.00	
1103224	30355	5/5/2014	60.00		60.00	
1103225	30355	5/5/2014	84.00		84.00	
1103226	30355	5/5/2014	6.00		6.00	
1103227	30355	5/5/2014	4770.00		4770.00	
1103228	30355	5/5/2014	8.00		8.00	
1103237	30355	5/5/2014	105.00		105.00	
1103244	30355	5/5/2014	90.00		90.00	
1103245	30355	5/5/2014	180.00		180.00	
1103249	30355	5/5/2014	340.00	250.00	90.00	7/14/2015
1103250	30355	5/5/2014	26.00		26.00	
1103251	30355	5/5/2014	66.00		66.00	
1103279	30355	5/7/2014	1736.00	260.00	1476.00	9/29/2016
1103283	30355	5/7/2014	90.00		90.00	
1103286	30355	5/7/2014	3382.00	2550.00	832.00	10/20/2016
1103288	30355	5/7/2014	26370.00		26370.00	
1103290	30355	5/7/2014	36.00	36.00		6/30/2014
1103385	30355	5/14/2014	49.00		49.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1103386	30355	5/14/2014	330.00		330.00	
1103387	30355	5/14/2014	246.00	27.42	218.58	1/14/2016
1103388	30355	5/14/2014	510.00		510.00	
1103389	30355	5/14/2014	392.00		392.00	
1103390	30355	5/14/2014	1890.00		1890.00	
1103494	30355	5/21/2014	570.00		570.00	
1103500	30355	5/22/2014	300.00	103.85	196.15	10/19/2016
1103502	30355	5/22/2014	150.00		150.00	
1103503	30355	5/22/2014	1530.00		1530.00	
1103504	30355	5/22/2014	4.00		4.00	
1103505	30355	5/22/2014	210.00		210.00	
1103536	30355	5/23/2014	30.00	30.00		7/6/2016
1103537	30355	5/23/2014	12.00		12.00	
1103538	30355	5/23/2014	104.00		104.00	
1103539	30355	5/23/2014	120.00		120.00	
1103541	30355	5/23/2014	18810.00		18810.00	
1103545	30355	5/23/2014	120.00		120.00	
1103551	30355	5/23/2014	150.00		150.00	
1103552	30355	5/23/2014	180.00	150.00	30.00	5/20/2015
1103609	30355	5/29/2014	90.00		90.00	
1103610	30355	5/29/2014	939.00		939.00	
1103624	30355	5/29/2014	9.00		9.00	
1103626	30355	5/29/2014	1350.00		1350.00	
1103630	30355	5/29/2014	420.00		420.00	
1103631	30355	5/29/2014	150.00		150.00	
1103633	30355	5/29/2014	268.00		268.00	
1104275	30355	6/3/2014	84.00		84.00	
1104280	30355	6/3/2014	450.00	155.34	294.66	4/6/2016
1104285	30355	6/3/2014	900.00		900.00	
1104357	30355	6/6/2014	9.00		9.00	
1104358	30355	6/6/2014	90.00		90.00	
1104359	30355	6/6/2014	150.00		150.00	
1104423	30355	6/13/2014	144.00	104.78	39.22	11/30/2015
1104425	30355	6/13/2014	120.00		120.00	
1104426	30355	6/13/2014	3646.00		3646.00	
1104428	30355	6/13/2014	2370.00	1355.00	1015.00	5/23/2016
1104429	30355	6/13/2014	1980.00	1980.00		6/8/2016
1104430	30355	6/13/2014	20.00		20.00	
1104432	30355	6/13/2014	450.00	100.00	350.00	1/6/2015
1104433	30355	6/13/2014	45.00		45.00	
1104436	30355	6/16/2014	854.00		854.00	
1104453	30355	6/18/2014	6420.00		6420.00	
1104454	30355	6/18/2014	690.00	690.00		7/21/2016
1104463	30355	6/18/2014	2550.00		2550.00	
1104465	30355	6/18/2014	1140.00		1140.00	
1104469	30355	6/18/2014	300.00		300.00	
1104477	30355	6/18/2014	168.00		168.00	
1104523	30355	6/20/2014	720.00		720.00	
1104524	30355	6/20/2014	630.00		630.00	
1104527	30355	6/20/2014	780.00		780.00	
1104528	30355	6/20/2014	3345.00	2440.00	905.00	8/3/2016
1104530	30355	6/20/2014	204.00		204.00	
1104531	30355	6/20/2014	4296.00		4296.00	
1104532	30355	6/20/2014	1260.00		1260.00	
1104534	30355	6/20/2014	120.00		120.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1104535	30355	6/20/2014	150.00		150.00	
1104563	30355	6/25/2014	660.00		660.00	
1104566	30355	6/25/2014	690.00	690.00		1/10/2017
1104567	30355	6/25/2014	60.00	3.95	53.68	3/1/2017
1104571	30355	6/25/2014	2880.00		2880.00	
1104574	30355	6/25/2014	453.00	218.45	227.81	1/5/2017
1104606	30355	6/26/2014	690.00		690.00	
1104607	30355	6/26/2014	570.00		570.00	
1104609	30355	6/26/2014	616.00	275.00	341.00	1/4/2016
1104611	30355	6/26/2014	60.00		60.00	
1104612	30355	6/26/2014	9250.00		9250.00	
1104613	30355	6/26/2014	270.00	270.00		10/22/2015
1104652	30355	6/30/2014	8.00		8.00	
1104653	30355	6/30/2014	90.00		90.00	
1104692	30355	7/1/2014	28.00		28.00	
1105349	30355	7/2/2014	990.00		990.00	
1105352	30355	7/2/2014	120.00		120.00	
1105420	30355	7/8/2014	60.00		60.00	
1105421	30355	7/8/2014	2370.00		2370.00	
1105427	30355	7/8/2014	44.00		44.00	
1105428	30355	7/8/2014	690.00	1530.54	-3389.32	1/20/2017
1105443	30355	7/9/2014	1170.00		1170.00	
1105446	30355	7/9/2014	1750.00	1312.00	438.00	10/11/2016
1105449	30355	7/10/2014	594.00	192.00	402.00	9/26/2016
1105452	30355	7/10/2014	860.00		860.00	
1105453	30355	7/10/2014	3180.00		3180.00	
1105469	30355	7/11/2014	2790.00	1931.00	859.00	11/19/2015
1105470	30355	7/11/2014	60.00		60.00	
1105471	30355	7/11/2014	60.00		60.00	
1105472	30355	7/11/2014	242.00		242.00	
1105485	30355	7/11/2014	148.00		148.00	
1105604	30355	7/21/2014	1980.00		1980.00	
1105605	30355	7/21/2014	58.00		58.00	
1105606	30355	7/21/2014	1320.00		1320.00	
1105607	30355	7/21/2014	660.00		660.00	
1105608	30355	7/21/2014	1170.00		1170.00	
1105609	30355	7/21/2014	660.00		660.00	
1105634	30355	7/23/2014	310.00	310.00		6/30/2016
1105661	30355	7/24/2014	42.00		42.00	
1105662	30355	7/24/2014	120.00	120.00		9/15/2016
1105663	30355	7/24/2014	294.00		294.00	
1105665	30355	7/24/2014	2130.00		2130.00	
1105701	30355	7/28/2014	1170.00		1170.00	
1105702	30355	7/28/2014	630.00	75.00	555.00	10/29/2014
1105704	30355	7/28/2014	1260.00	1041.25	218.75	9/9/2016
1105697	30355	7/29/2014	246.00		246.00	
1105699	30355	7/29/2014	184.00	245.77	-61.77	12/9/2016
1105700	30355	7/29/2014	180.00		180.00	
1106400	30355	8/8/2014	120.00		120.00	
1106407	30355	8/8/2014	2940.00	172.28	2767.72	12/8/2016
1106410	30355	8/8/2014	600.00	600.00		6/8/2016
1106411	30355	8/8/2014	600.00		600.00	
1106426	30355	8/8/2014	5880.00		5880.00	
1106632	30355	8/20/2014	330.00		330.00	
1106633	30355	8/20/2014	990.00		990.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1106635	30355	8/20/2014	212.00		212.00	
1106636	30355	8/20/2014	1050.00	391.71	658.29	11/9/2016
1106637	30355	8/20/2014	90.00		90.00	
1106639	30355	8/20/2014	414.00	414.00		6/24/2015
1106641	30355	8/20/2014	152.00		152.00	
1106698	30355	8/22/2014	134.00	134.00		6/7/2016
1106700	30355	8/22/2014	1500.00		1500.00	
1106701	30355	8/22/2014	6240.00		6240.00	
1106702	30355	8/22/2014	62.00		62.00	
1106703	30355	8/22/2014	1320.00		1320.00	
1106704	30355	8/22/2014	170.00		170.00	
1106705	30355	8/22/2014	11190.00		11190.00	
1106706	30355	8/22/2014	1800.00	200.00	1600.00	1/15/2015
1106707	30355	8/22/2014	120.00		120.00	
1106708	30355	8/22/2014	42.00	34.00	8.00	6/17/2015
1106709	30355	8/22/2014	1050.00		1050.00	
1106710	30355	8/22/2014	12239.00	4392.00	7847.00	9/26/2016
1106711	30355	8/22/2014	13470.00		13470.00	
1106722	30355	8/25/2014	114.00		114.00	
1106724	30355	8/25/2014	900.00	50.00	850.00	2/11/2015
1106757	30355	8/27/2014	40.00	40.00		2/9/2017
1107476	30355	9/3/2014	232.00		232.00	
1107477	30355	9/3/2014	12.00		12.00	
1107478	30355	9/3/2014	70.00		70.00	
1107479	30355	9/3/2014	870.00		870.00	
1107480	30355	9/3/2014	90.00		90.00	
1107484	30355	9/3/2014	1140.00		1140.00	
1107487	30355	9/4/2014	358.00		358.00	
1107490	30355	9/4/2014	1230.00		1230.00	
1107491	30355	9/4/2014	600.00		600.00	
1107492	30355	9/4/2014	570.00		570.00	
1107655	30355	9/11/2014	36.00		36.00	
1107656	30355	9/11/2014	5305.00	900.00	4405.00	9/6/2016
1107662	30355	9/11/2014	74.00		74.00	
1107663	30355	9/11/2014	900.00		900.00	
1107664	30355	9/11/2014	222.00		222.00	
1107666	30355	9/11/2014	90.00		90.00	
1107668	30355	9/11/2014	102.00	77.51	24.49	5/16/2016
1107669	30355	9/11/2014	360.00		360.00	
1107670	30355	9/11/2014	1200.00		1200.00	
1107671	30355	9/11/2014	6930.00	150.00	6780.00	12/26/2014
1107775	30355	9/19/2014	2580.00		2580.00	
1107780	30355	9/19/2014	28.00	1.00	27.00	6/22/2016
1107781	30355	9/19/2014	3180.00		3180.00	
1107782	30355	9/19/2014	4980.00	40.00	4940.00	2/24/2016
1107783	30355	9/19/2014	1904.00	1904.00		4/1/2016
1107784	30355	9/19/2014	1134.00	9.55	1124.45	7/28/2016
1107785	30355	9/19/2014	2100.00	648.21	1451.79	1/13/2017
1107931	30355	9/22/2014	55.00		55.00	
1107932	30355	9/22/2014	150.00		150.00	
1107957	30355	9/24/2014	930.00		930.00	
1107958	30355	9/24/2014	90.00		90.00	
1107971	30355	9/24/2014	276.00	276.00		6/10/2016
1107972	30355	9/24/2014	840.00		840.00	
1107973	30355	9/24/2014	480.00		480.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1108817	30355	10/3/2014	30.00	2.00	26.80	3/1/2017
1108818	30355	10/3/2014	5070.00		5070.00	
1108819	30355	10/3/2014	30.00		30.00	
1108820	30355	10/3/2014	30.00		30.00	
1108821	30355	10/3/2014	742.00		742.00	
1108822	30355	10/3/2014	266.00	115.49	150.51	3/14/2016
1108943	30355	10/9/2014	120.00		120.00	
1108944	30355	10/9/2014	1410.00		1410.00	
1109037	30355	10/16/2014	46.00		46.00	
1109040	30355	10/16/2014	272.00		272.00	
1109041	30355	10/16/2014	34.00		34.00	
1109044	30355	10/16/2014	1680.00		1680.00	
1109046	30355	10/16/2014	52.00		52.00	
1109049	30355	10/16/2014	300.00		300.00	
1109050	30355	10/16/2014	112.00		112.00	
1109051	30355	10/16/2014	12.00		12.00	
1109052	30355	10/16/2014	2580.00		2580.00	
1109053	30355	10/16/2014	54.00	54.00		7/6/2016
1109054	30355	10/16/2014	50.00		50.00	
1109056	30355	10/16/2014	690.00		690.00	
1109057	30355	10/16/2014	96.00	71.51	24.49	11/18/2015
1109073	30355	10/17/2014	180.00		180.00	
1109079	30355	10/20/2014	270.00		270.00	
1109082	30355	10/20/2014	22.00		22.00	
1109085	30355	10/20/2014	2550.00		2550.00	
1109086	30355	10/20/2014	2250.00		2250.00	
1109089	30355	10/20/2014	90.00		90.00	
1109090	30355	10/20/2014	1290.00		1290.00	
1109091	30355	10/20/2014	1230.00		1230.00	
1109119	30355	10/21/2014	210.00		210.00	
1109145	30355	10/22/2014	15.00		15.00	
1109147	30355	10/22/2014	14.00		14.00	
1109149	30355	10/22/2014	1440.00		1440.00	
1109150	30355	10/22/2014	180.00		180.00	
1109151	30355	10/22/2014	6090.00		6090.00	
1109166	30355	10/23/2014	1380.00		1380.00	
1109167	30355	10/23/2014	18.00		18.00	
1109169	30355	10/23/2014	746.00		746.00	
1109244	30355	11/3/2014	60.00		60.00	
1109245	30355	11/3/2014	2514.00	2514.00		9/6/2016
1109296	30355	11/3/2014	160.00		160.00	
1109301	30355	11/3/2014	150.00		150.00	
1109302	30355	11/3/2014	28.00		28.00	
1109915	30355	11/5/2014	2160.00		2160.00	
1109919	30355	11/5/2014	3900.00		3900.00	
1109925	30355	11/5/2014	630.00		630.00	
1109926	30355	11/5/2014	552.00		552.00	
1109927	30355	11/5/2014	132.00		132.00	
1109928	30355	11/5/2014	3240.00		3240.00	
1109930	30355	11/5/2014	42.00	0.35	41.65	7/28/2016
1109933	30355	11/5/2014	168.00		168.00	
1109934	30355	11/5/2014	150.00		150.00	
1109988	30355	11/7/2014	136.00	136.00		9/21/2016
1109989	30355	11/7/2014	162.00	80.61	81.39	11/9/2016
1109990	30355	11/7/2014	938.00		938.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1109992	30355	11/7/2014	1710.00		1710.00	
1109993	30355	11/7/2014	52.00		52.00	
1109994	30355	11/7/2014	566.00	2.21	563.79	4/6/2016
1109995	30355	11/7/2014	120.00		120.00	
1109996	30355	11/7/2014	586.00		586.00	
1110038	30355	11/12/2014	180.00		180.00	
1110039	30355	11/12/2014	136.00	28.00	108.00	2/10/2015
1110040	30355	11/12/2014	1859.00	1859.00		1/14/2016
1110041	30355	11/12/2014	150.00		150.00	
1110087	30355	11/13/2014	34.00		34.00	
1110095	30355	11/14/2014	8580.00	7884.22	695.78	2/28/2017
1110097	30355	11/14/2014	214.00		214.00	
1110098	30355	11/14/2014	5400.00	455.00	4945.00	10/10/2016
1110102	30355	11/14/2014	360.00		360.00	
1110104	30355	11/14/2014	2574.00	2000.00	574.00	9/13/2016
1111102	30355	12/5/2014	1620.00	50.00	1570.00	1/30/2015
1111113	30355	12/5/2014	2340.00		2340.00	
1111114	30355	12/5/2014	1020.00		1020.00	
1111120	30355	12/5/2014	870.00	870.00		5/31/2016
1111121	30355	12/5/2014	180.00		180.00	
1111122	30355	12/5/2014	13710.00	11095.10	2614.90	10/17/2016
1111123	30355	12/5/2014	150.00		150.00	
1111125	30355	12/5/2014	180.00		180.00	
1111129	30355	12/5/2014	720.00	15.00	705.00	5/18/2015
1111141	30355	12/8/2014	480.00		480.00	
1111144	30355	12/8/2014	84.00	4.00	80.00	4/6/2015
1111146	30355	12/8/2014	138.00		138.00	
1111167	30355	12/10/2014	60.00		60.00	
1111168	30355	12/10/2014	540.00		540.00	
1111170	30355	12/10/2014	164.00		164.00	
1111171	30355	12/10/2014	798.00		798.00	
1111172	30355	12/10/2014	870.00		870.00	
1111174	30355	12/10/2014	304.00	100.00	204.00	6/5/2015
1111177	30355	12/11/2014	240.00	100.00	140.00	10/13/2016
1111178	30355	12/11/2014	48.00		48.00	
1111179	30355	12/11/2014	2760.00	168.72	2591.28	12/8/2016
1111181	30355	12/11/2014	216.00		216.00	
1111184	30355	12/12/2014	990.00		990.00	
1111187	30355	12/12/2014	1470.00	471.00	999.00	5/12/2016
1111188	30355	12/12/2014	260.00	30.00	230.00	5/11/2015
1111189	30355	12/12/2014	1890.00		1890.00	
1111192	30355	12/12/2014	69.00	33.30	34.67	1/5/2017
1111193	30355	12/12/2014	62.00		62.00	
1111194	30355	12/12/2014	3660.00	565.00	3095.00	10/7/2015
1111195	30355	12/12/2014	120.00		120.00	
1111197	30355	12/12/2014	120.00		120.00	
1111300	30355	12/19/2014	42.00		42.00	
1111302	30355	12/19/2014	2880.00		2880.00	
1111304	30355	12/19/2014	1140.00		1140.00	
1111310	30355	12/22/2014	4410.00	902.75	3507.25	5/23/2016
1111312	30355	12/22/2014	1230.00	120.11	1109.89	8/30/2016
1111314	30355	12/22/2014	46.00		46.00	
1111315	30355	12/22/2014	632.00	500.00	132.00	10/13/2015
1111316	30355	12/22/2014	1080.00		1080.00	
1111319	30355	12/22/2014	385.00	50.00	335.00	6/10/2015

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1111320	30355	12/22/2014	16.00		16.00	
1111375	30355	12/24/2014	1635.00	750.00	885.00	8/17/2016
1111377	30355	12/24/2014	202.00	75.00	127.00	5/15/2015
1111378	30355	12/24/2014	60.00		60.00	
1111403	30355	12/29/2014	2100.00		2100.00	
1111406	30355	12/29/2014	1410.00	464.54	945.46	11/9/2016
1111409	30355	12/29/2014	154.00		154.00	
1111410	30355	12/29/2014	120.00		120.00	
1111431	30355	12/30/2014	16.00		16.00	
1111432	30355	12/30/2014	1740.00		1740.00	
1111433	30355	12/30/2014	4620.00	2216.00	2404.00	3/30/2016
1112417	30355	1/8/2015	1740.00		1740.00	
1112516	30355	1/13/2015	2070.00		2070.00	
1112517	30355	1/13/2015	1620.00		1620.00	
1112519	30355	1/13/2015	720.00		720.00	
1112523	30355	1/13/2015	4590.00		4590.00	
1112527	30355	1/13/2015	5910.00	1236.07	4673.93	12/9/2016
1112532	30355	1/13/2015	2827.00		2827.00	
1112538	30355	1/13/2015	1920.00		1920.00	
1112543	30355	1/13/2015	236.00	20.00	216.00	1/15/2016
1112575	30355	1/16/2015	147.00		147.00	
1112577	30355	1/16/2015	50.00		50.00	
1112579	30355	1/16/2015	1560.00		1560.00	
1112580	30355	1/16/2015	210.00		210.00	
1112581	30355	1/16/2015	2280.00		2280.00	
1112582	30355	1/16/2015	120.00		120.00	
1112583	30355	1/16/2015	970.00	970.00		6/22/2016
1112586	30355	1/16/2015	330.00		330.00	
1112589	30355	1/16/2015	3660.00		3660.00	
1112591	30355	1/16/2015	1800.00		1800.00	
1112639	30355	1/21/2015	4230.00		4230.00	
1112657	30355	1/22/2015	690.00		690.00	
1112658	30355	1/22/2015	720.00		720.00	
1112659	30355	1/22/2015	1380.00	1380.00		3/6/2015
1112662	30355	1/23/2015	2250.00		2250.00	
1112663	30355	1/23/2015	120.00		120.00	
1112671	30355	1/23/2015	1348.00	1348.00		3/23/2016
1112672	30355	1/23/2015	1500.00		1500.00	
1112673	30355	1/23/2015	90.00	9.60	80.40	12/8/2016
1112674	30355	1/23/2015	630.00		630.00	
1112675	30355	1/23/2015	750.00		750.00	
1112677	30355	1/23/2015	1065.00	496.50	568.50	11/9/2016
1113479	30355	2/4/2015	160.00		160.00	
1113481	30355	2/4/2015	106.00		106.00	
1113482	30355	2/4/2015	30.00		30.00	
1113483	30355	2/4/2015	540.00	207.00	333.00	11/9/2016
1113498	30355	2/5/2015	8.00		8.00	
1113499	30355	2/5/2015	140.00	54.61	85.39	7/6/2016
1113501	30355	2/5/2015	1290.00		1290.00	
1113503	30355	2/5/2015	88.00	88.00		4/13/2015
1113504	30355	2/5/2015	19080.00	149.52	18930.48	11/9/2016
1113514	30355	2/5/2015	630.00	135.35	494.65	10/19/2016
1113525	30355	2/5/2015	600.00	542.00	58.00	3/30/2016
1113526	30355	2/5/2015	1128.00	1128.00		5/12/2016
1113528	30355	2/5/2015	524.00		524.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1113529	30355	2/5/2015	1560.00		1560.00	
1113559	30355	2/6/2015	120.00		120.00	
1113568	30355	2/6/2015	25950.00		25950.00	
1113569	30355	2/6/2015	40.00	0.38	39.62	12/8/2016
1113570	30355	2/6/2015	1230.00		1230.00	
1113575	30355	2/6/2015	5280.00	3114.95	2165.05	10/6/2016
1113576	30355	2/6/2015	260.00		260.00	
1113577	30355	2/6/2015	60.00		60.00	
1113578	30355	2/6/2015	1650.00	342.53	1307.47	11/4/2016
1113579	30355	2/6/2015	480.00		480.00	
1113601	30355	2/9/2015	30.00		30.00	
1113640	30355	2/10/2015	4140.00		4140.00	
1113641	30355	2/10/2015	8.00		8.00	
1113642	30355	2/10/2015	1456.00	1444.63		8/17/2016
1113643	30355	2/10/2015	8520.00		8520.00	
1113644	30355	2/10/2015	34.00		34.00	
1113645	30355	2/10/2015	1650.00	136.67	1513.33	10/6/2016
1113646	30355	2/11/2015	105.00	25.00	80.00	8/27/2015
1113648	30355	2/11/2015	624.00	134.00	490.00	5/26/2016
1113664	30355	2/12/2015	17460.00		17460.00	
1113665	30355	2/12/2015	1350.00		1350.00	
1113684	30355	2/12/2015	3045.00	275.00	2770.00	2/22/2016
1113685	30355	2/12/2015	882.00	440.00	442.00	6/22/2015
1113688	30355	2/12/2015	2880.00		2880.00	
1113689	30355	2/12/2015	780.00	780.00		8/12/2016
1113692	30355	2/12/2015	54.00		54.00	
1113701	30355	2/12/2015	959.00	280.00	679.00	2/24/2016
1113702	30355	2/12/2015	810.00		810.00	
1113703	30355	2/12/2015	130.00	130.00		8/29/2016
1113708	30355	2/12/2015	504.00		504.00	
1113709	30355	2/12/2015	72.00		72.00	
1113857	30355	2/25/2015	280.00	163.96	116.04	11/4/2016
1113864	30355	2/25/2015	1890.00	1890.00		6/13/2016
1113869	30355	2/25/2015	3090.00		3021.34	1/5/2017
1113871	30355	2/25/2015	600.00		600.00	
1113872	30355	2/25/2015	330.00		330.00	
1113874	30355	2/25/2015	770.00	600.00	170.00	8/25/2016
1113875	30355	2/25/2015	8638.00	347.00	8291.00	5/12/2016
1113876	30355	2/26/2015	180.00		180.00	
1113877	30355	2/26/2015	2907.00	582.00	2325.00	3/30/2016
1113899	30355	2/26/2015	196.00	196.00		2/14/2017
1113901	30355	2/26/2015	366.00	284.00	82.00	10/5/2016
1113904	30355	2/26/2015	2730.00	525.00	2205.00	10/26/2015
1114949	30355	3/20/2015	840.00	547.58	276.75	1/5/2017
1114955	30355	3/20/2015	202.00		202.00	
1114958	30355	3/20/2015	234.00	234.00		9/27/2016
1114959	30355	3/20/2015	150.00		150.00	
1114963	30355	3/20/2015	810.00		810.00	
1114965	30355	3/20/2015	1970.00	50.00	1920.00	5/1/2015
1114966	30355	3/20/2015	11704.00		11704.00	
1114967	30355	3/20/2015	60.00		60.00	
1115003	30355	3/25/2015	930.00	880.00	50.00	9/27/2016
1115004	30355	3/25/2015	1770.00		1770.00	
1115005	30355	3/25/2015	330.00		330.00	
1115006	30355	3/25/2015	150.00		150.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1115007	30355	3/25/2015	1740.00		1740.00	
1115008	30355	3/25/2015	210.00		210.00	
1115009	30355	3/25/2015	120.00		120.00	
1115010	30355	3/25/2015	10.00		10.00	
1115021	30355	3/27/2015	1770.00		1770.00	
1115026	30355	3/27/2015	960.00	400.00	560.00	3/15/2016
1115028	30355	3/27/2015	11130.00		11130.00	
1115030	30355	3/27/2015	60.00		60.00	
1115032	30355	3/27/2015	4260.00		4260.00	
1115033	30355	3/27/2015	6360.00		6360.00	
1115034	30355	3/27/2015	4740.00		4740.00	
1115036	30355	3/27/2015	3060.00	630.00	2430.00	3/3/2016
1115037	30355	3/27/2015	60.00	60.00		5/19/2015
1115038	30355	3/27/2015	2850.00		2850.00	
1115039	30355	3/27/2015	660.00	134.00	526.00	3/28/2016
1115043	30355	3/27/2015	150.00		150.00	
1115045	30355	3/27/2015	304.00	154.00	150.00	5/12/2015
1115047	30355	3/27/2015	2220.00	2220.00		6/30/2016
1115048	30355	3/27/2015	180.00	75.00	105.00	11/5/2015
1115057	30355	3/27/2015	240.00		240.00	
1115058	30355	3/27/2015	930.00		930.00	
1115063	30355	3/27/2015	510.00		510.00	
1115066	30355	3/27/2015	90.00		90.00	
1115067	30355	3/27/2015	480.00		480.00	
1115070	30355	3/27/2015	900.00		900.00	
1115072	30355	3/27/2015	900.00		900.00	
1115074	30355	3/27/2015	6240.00	1700.00	4540.00	10/25/2016
1115961	30355	4/8/2015	2638.00	1986.25	651.75	10/12/2016
1116059	30355	4/16/2015	207.00		207.00	
1116064	30355	4/16/2015	30.00	30.00		6/23/2015
1116067	30355	4/16/2015	1380.00		1380.00	
1116070	30355	4/16/2015	330.00		330.00	
1116076	30355	4/16/2015	5790.00	496.00	5294.00	10/24/2016
1116078	30355	4/16/2015	28.00		28.00	
1116109	30355	4/20/2015	90.00		90.00	
1116110	30355	4/20/2015	150.00		150.00	1/27/2016
1116111	30355	4/20/2015	180.00		180.00	
1116112	30355	4/20/2015	150.00	114.00	36.00	5/13/2015
1116114	30355	4/20/2015	90.00		90.00	
1116115	30355	4/20/2015	96.00	30.00		1/5/2017
1116116	30355	4/20/2015	2970.00		2970.00	
1116117	30355	4/20/2015	120.00		120.00	
1116143	30355	4/22/2015	1092.00	825.00	267.00	10/25/2016
1116144	30355	4/22/2015	390.00		390.00	
1116146	30355	4/22/2015	390.00	3.66	386.34	12/8/2016
1116148	30355	4/22/2015	3915.00	488.33	3426.67	9/20/2016
1116149	30355	4/22/2015	870.00		870.00	
1116150	30355	4/22/2015	40.00		40.00	
1116151	30355	4/22/2015	60.00		60.00	
1116153	30355	4/22/2015	5192.00	500.00	4692.00	10/17/2016
1116164	30355	4/22/2015	2646.00	850.00	1796.00	10/3/2016
1116167	30355	4/22/2015	74.00		74.00	
1116172	30355	4/22/2015	990.00		990.00	
1116175	30355	4/22/2015	210.00	10.00	200.00	5/14/2015
1116177	30355	4/22/2015	150.00		150.00	

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1116178	30355	4/22/2015	720.00		720.00	
1116179	30355	4/22/2015	2046.00		2046.00	
1116182	30355	4/22/2015	180.00	80.00	100.00	8/20/2015
1116184	30355	4/22/2015	90.00		90.00	
1116186	30355	4/22/2015	18480.00	105.00	18375.00	5/23/2016
1116191	30355	4/22/2015	1410.00	1410.00		3/21/2016
1116192	30355	4/22/2015	300.00		300.00	
1116199	30355	4/22/2015	450.00		450.00	
1116201	30355	4/22/2015	60.00		60.00	
1116202	30355	4/22/2015	1350.00		1350.00	
1116203	30355	4/22/2015	1620.00		1620.00	
1116204	30355	4/22/2015	3600.00	50.00	3550.00	8/30/2016
1116205	30355	4/22/2015	1470.00		1470.00	
1116206	30355	4/22/2015	240.00		240.00	
1116207	30355	4/22/2015	168.00	168.00		6/3/2015
1116210	30355	4/22/2015	15930.00		15930.00	
1116213	30355	4/22/2015	2070.00		2070.00	
1116216	30355	4/22/2015	215.00	58.85	156.15	9/9/2016
1116222	30355	4/22/2015	450.00		450.00	
1116223	30355	4/22/2015	3840.00		3840.00	
1116228	30355	4/23/2015	420.00		420.00	
1116292	30355	4/28/2015	1470.00		1470.00	
1116293	30355	4/28/2015	3240.00		3240.00	
1116295	30355	4/28/2015	3030.00	578.00	2452.00	6/22/2016
1116299	30355	4/28/2015	58.00		58.00	
1116300	30355	4/28/2015	1740.00	72.50	1667.50	1/20/2016
1116304	30355	4/28/2015	2550.00		2550.00	
1116305	30355	4/28/2015	441.00	22.53	418.47	2/18/2016
1116306	30355	4/28/2015	1740.00		1740.00	
1116313	30355	4/30/2015	14100.00		14100.00	
1116314	30355	4/30/2015	270.00		270.00	
1116325	30355	4/30/2015	568.00		568.00	
1116327	30355	4/30/2015	90.00	90.00		9/20/2016
1116329	30355	4/30/2015	3330.00		3330.00	
1117138	30355	5/7/2015	3915.00	3915.00		8/30/2016
1117152	30355	5/7/2015	8.00		8.00	
1117153	30355	5/7/2015	90.00		90.00	
1117155	30355	5/7/2015	308.00		308.00	
1117175	30355	5/8/2015	40.00		40.00	
1117176	30355	5/8/2015	45.00		45.00	
1117177	30355	5/8/2015	274.99	250.00	24.99	8/4/2015
1117178	30355	5/8/2015	60.00		60.00	
1117179	30355	5/8/2015	1260.00		1260.00	
1117223	30355	5/13/2015	90.00		90.00	
1117224	30355	5/13/2015	600.00		600.00	
1117226	30355	5/13/2015	450.00		412.96	1/5/2017
1117227	30355	5/13/2015	2970.00		2970.00	
1117228	30355	5/13/2015	136.00		136.00	
1117236	30355	5/14/2015	810.00		810.00	
1117239	30355	5/14/2015	777.00	148.00	629.00	9/27/2016
1117241	30355	5/14/2015	60.00		60.00	
1117244	30355	5/14/2015	179.99		179.99	
1117246	30355	5/14/2015	60.00		60.00	
1117249	30355	5/14/2015	450.00		450.00	
1117252	30355	5/14/2015	90.00		90.00	

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1117256	30355	5/14/2015	6630.00		6630.00	
1117376	30355	5/20/2015	3750.00		3750.00	
1117377	30355	5/21/2015	90.00		90.00	
1117384	30355	5/21/2015	129.00	49.00	80.00	3/30/2016
1117388	30355	5/21/2015	5070.00		5070.00	
1117420	30355	5/26/2015	750.00		750.00	
1117422	30355	5/26/2015	418.00		418.00	
1117424	30355	5/26/2015	72.00	72.00		8/14/2015
1117428	30355	5/26/2015	780.00		780.00	
1117429	30355	5/26/2015	60.00		60.00	
1117430	30355	5/26/2015	222.00		195.94	1/5/2017
1117453	30355	5/28/2015	1740.00		1740.00	
1117454	30355	5/28/2015	42.00		42.00	
1117455	30355	5/28/2015	297.00		297.00	
1117457	30355	5/28/2015	630.00		630.00	
1117458	30355	5/28/2015	1560.00		1560.00	
1117459	30355	5/28/2015	1380.00		1380.00	
1117460	30355	5/28/2015	90.00		90.00	
1117461	30355	5/28/2015	870.00			
1117463	30355	5/28/2015	48.00		48.00	
1118423	30355	6/8/2015	1410.00		1410.00	
1118430	30355	6/8/2015	1320.00	47.61	1272.39	11/4/2016
1118431	30355	6/8/2015	240.00	240.00		7/8/2016
1118432	30355	6/8/2015	180.00		180.00	
1118436	30355	6/8/2015	3240.00	495.00	2745.00	10/14/2016
1118437	30355	6/8/2015	2800.00		2800.00	
1118438	30355	6/8/2015	30.00		30.00	
1118439	30355	6/8/2015	330.00	150.00	180.00	11/16/2015
1118441	30355	6/8/2015	840.00		840.00	
1118444	30355	6/8/2015	1620.00		1555.00	12/12/2016
1118446	30355	6/8/2015	480.00		480.00	
1118507	30355	6/10/2015	2930.00		2930.00	
1118639	30355	6/17/2015	720.00	439.00	281.00	6/8/2016
1118692	30355	6/19/2015	1170.00		1170.00	
1118693	30355	6/19/2015	2070.00		2070.00	
1118694	30355	6/19/2015	270.00	270.00		8/3/2016
1118713	30355	6/23/2015	90.00		90.00	
1118730	30355	6/23/2015	352.00	200.00	152.00	9/30/2016
1118731	30355	6/23/2015	5580.00		5580.00	
1118734	30355	6/23/2015	150.00		150.00	
1118735	30355	6/23/2015	155.00		155.00	
1118737	30355	6/23/2015	150.00		150.00	
1118739	30355	6/23/2015	92.00	92.00		10/7/2015
1118741	30355	6/23/2015	510.00		510.00	
1118743	30355	6/23/2015	288.00	288.00		11/30/2015
1118744	30355	6/23/2015	1020.00	42.22	977.78	1/5/2016
1118745	30355	6/23/2015	4230.00	700.00	3530.00	3/3/2016
1118746	30355	6/23/2015	542.00		542.00	
1118748	30355	6/23/2015	630.00		630.00	
1118749	30355	6/23/2015	240.00		240.00	
1118774	30355	6/24/2015	150.00		150.00	
1118775	30355	6/24/2015	102.00		102.00	
1118776	30355	6/24/2015	180.00		180.00	
1118777	30355	6/24/2015	261.00		261.00	
1118780	30355	6/24/2015	150.00		150.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1118783	30355	6/24/2015	720.00		720.00	
1118784	30355	6/24/2015	90.00		90.00	
1118787	30355	6/24/2015	930.00		930.00	
1118792	30355	6/24/2015	150.00		150.00	
1118793	30355	6/24/2015	9.00		9.00	
1119709	30355	7/8/2015	1650.00		1650.00	
1119712	30355	7/8/2015	168.00		168.00	
1119713	30355	7/8/2015	60.00		60.00	
1119717	30355	7/8/2015	1530.00		1530.00	
1119719	30355	7/8/2015	96.00		96.00	
1119721	30355	7/8/2015	144.00		144.00	
1119723	30355	7/8/2015	400.00		400.00	
1119724	30355	7/8/2015	150.00		150.00	
1120077	30355	8/3/2015	1230.00		1230.00	
1120110	30355	8/3/2015	1032.00	606.00	426.00	9/16/2016
1120859	30355	8/4/2015	260.00	260.00		9/6/2016
1120860	30355	8/4/2015	150.00		150.00	
1120861	30355	8/4/2015	4980.00	50.00	4930.00	10/10/2016
1120864	30355	8/4/2015	733.00		733.00	
1120865	30355	8/4/2015	36.00		36.00	
1120998	30355	8/12/2015	990.00	298.58	691.42	11/9/2016
1121000	30355	8/12/2015	15.00		15.00	
1121001	30355	8/12/2015	90.00		90.00	
1121002	30355	8/12/2015	90.00		90.00	
1121007	30355	8/12/2015	90.00		90.00	
1121008	30355	8/12/2015	1050.00			
1121011	30355	8/12/2015	540.00		540.00	
1121012	30355	8/12/2015	102.00		102.00	
1121023	30355	8/13/2015	770.00		770.00	
1121024	30355	8/13/2015	2280.00		2280.00	
1121026	30355	8/13/2015	30.00		30.00	
1121027	30355	8/13/2015	2070.00		2070.00	
1121028	30355	8/13/2015	90.00		90.00	
1121031	30355	8/13/2015	28.00	28.00		8/1/2016
1121032	30355	8/13/2015	2550.00		2550.00	
1121043	30355	8/13/2015	540.00	100.00	440.00	11/5/2015
1121044	30355	8/13/2015	360.00		360.00	
1121045	30355	8/13/2015	1634.00	650.00	984.00	10/17/2016
1121058	30355	8/13/2015	2280.00		2280.00	
1121060	30355	8/13/2015	1081.00	1081.00		8/30/2016
1121063	30355	8/13/2015	180.00		180.00	
1121146	30355	8/20/2015	1650.00		1650.00	
1121147	30355	8/20/2015	360.00		360.00	
1121148	30355	8/20/2015	192.00		192.00	
1121149	30355	8/20/2015	3570.00		3570.00	
1121156	30355	8/20/2015	300.00		300.00	
1121160	30355	8/20/2015	150.00		150.00	
1121172	30355	8/21/2015	1311.00	600.00	711.00	10/18/2016
1121173	30355	8/21/2015	5340.00	5340.00		6/6/2016
1121175	30355	8/21/2015	180.00		180.00	
1121176	30355	8/21/2015	60.00		60.00	
1121177	30355	8/21/2015	1680.00	661.97	1018.03	10/12/2016
1121179	30355	8/21/2015	60.00		60.00	
1121180	30355	8/21/2015	693.00		693.00	
1121181	30355	8/21/2015	270.00	54.65	215.35	11/2/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1121182	30355	8/21/2015	1170.00		1170.00	
1121185	30355	8/21/2015	60.00		60.00	
1121186	30355	8/21/2015	136.00	136.00		10/10/2016
1121188	30355	8/21/2015	2580.00	650.00	1930.00	10/14/2016
1121191	30355	8/21/2015	150.00		150.00	
1121197	30355	8/24/2015	90.00		90.00	
1121198	30355	8/24/2015	90.00		90.00	
1121202	30355	8/24/2015	486.00	360.81	125.19	11/2/2016
1121203	30355	8/24/2015	900.00		900.00	
1121204	30355	8/24/2015	336.00		336.00	
1121205	30355	8/24/2015	1140.00		1140.00	
1121206	30355	8/24/2015	210.00	25.00	185.00	11/4/2015
1121207	30355	8/24/2015	378.00	40.00	338.00	4/7/2016
1121209	30355	8/24/2015	216.00	100.00	116.00	10/18/2016
1121211	30355	8/24/2015	960.00		960.00	
1121216	30355	8/24/2015	180.00		180.00	
1121217	30355	8/24/2015	4650.00		4650.00	
1121219	30355	8/24/2015	2520.00		2520.00	
1121220	30355	8/24/2015	704.00	250.00	454.00	10/17/2016
1121325	30355	8/27/2015	60.00		60.00	
1122267	30355	9/10/2015	216.00	79.38	136.62	11/9/2016
1122268	30355	9/10/2015	90.00	0.84	89.16	12/8/2016
1122271	30355	9/10/2015	24.00		24.00	
1122274	30355	9/10/2015	45.00	45.00		11/13/2015
1122275	30355	9/10/2015	960.00		960.00	
1122307	30355	9/11/2015	210.00		210.00	
1122310	30355	9/11/2015	960.00		960.00	
1122311	30355	9/11/2015	540.00		540.00	
1122323	30355	9/14/2015	1410.00	522.00	888.00	2/12/2016
1122324	30355	9/14/2015	87.00		87.00	
1122326	30355	9/14/2015	390.00		390.00	
1122327	30355	9/14/2015	960.00		960.00	
1122328	30355	9/14/2015	420.00		420.00	
1122330	30355	9/14/2015	3900.00		3900.00	
1122331	30355	9/14/2015	1530.00		1530.00	
1122334	30355	9/14/2015	60.00		60.00	
1122335	30355	9/14/2015	150.00		150.00	
1122336	30355	9/14/2015	432.00		432.00	
1122339	30355	9/15/2015	15.00		15.00	
1122340	30355	9/15/2015	1050.00		1050.00	
1122343	30355	9/15/2015	150.00		150.00	
1122346	30355	9/16/2015	2220.00		2220.00	
1122348	30355	9/16/2015	255.00	255.00		7/21/2016
1122349	30355	9/16/2015	510.00		510.00	
1122351	30355	9/16/2015	10050.00	200.00	9850.00	9/26/2016
1122362	30355	9/16/2015	90.00		90.00	
1122363	30355	9/16/2015	210.00		210.00	
1122364	30355	9/16/2015	90.00		90.00	
1122365	30355	9/16/2015	510.00		510.00	
1122367	30355	9/16/2015	1020.00		1020.00	
1122368	30355	9/16/2015	780.00		780.00	
1122370	30355	9/16/2015	660.00		660.00	
1122371	30355	9/16/2015	90.00		90.00	
1122372	30355	9/16/2015	3150.00	1040.00	2110.00	10/6/2016
1122373	30355	9/16/2015	189.00		189.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1122398	30355	9/17/2015	60.00		60.00	
1122399	30355	9/17/2015	60.00		60.00	
1122401	30355	9/17/2015	90.00		90.00	
1122402	30355	9/17/2015	471.00		471.00	
1122404	30355	9/17/2015	364.00	200.00	164.00	10/25/2016
1122406	30355	9/17/2015	2085.00	450.00	1635.00	10/13/2016
1122501	30355	9/23/2015	93.00	93.00		6/30/2016
1122502	30355	9/23/2015	1230.00		1230.00	
1122514	30355	9/24/2015	3060.00		3060.00	
1122529	30355	9/25/2015	1380.00		1380.00	
1122538	30355	9/25/2015	540.00		540.00	
1122540	30355	9/25/2015	1230.00		1230.00	
1122545	30355	9/25/2015	150.00		150.00	
1122546	30355	9/25/2015	208.00		208.00	
1122547	30355	9/25/2015	1920.00		1920.00	
1122548	30355	9/25/2015	120.00		120.00	
1122626	30355	9/30/2015	27.00	27.00		8/17/2016
1122629	30355	9/30/2015	252.00	50.00	202.00	2/2/2016
1122630	30355	9/30/2015	90.00		90.00	
1122632	30355	9/30/2015	2160.00		2160.00	
1122633	30355	9/30/2015	2160.00		2160.00	
1122639	30355	9/30/2015	690.00		690.00	
1123473	30355	10/7/2015	990.00	890.00	100.00	9/6/2016
1123475	30355	10/7/2015	24.00		24.00	
1123476	30355	10/7/2015	2158.00	1400.00	758.00	8/23/2016
1123477	30355	10/7/2015	660.00	350.00	310.00	7/14/2016
1123559	30355	10/12/2015	255.00	25.00	230.00	9/16/2016
1123560	30355	10/12/2015	210.00	48.83	161.17	2/14/2017
1123561	30355	10/12/2015	930.00		930.00	
1123562	30355	10/12/2015	1590.00		1590.00	
1123582	30355	10/13/2015	870.00	870.00		12/8/2015
1123612	30355	10/14/2015	9780.00	7.00	9773.00	6/10/2016
1123613	30355	10/14/2015	52.00		52.00	
1123614	30355	10/14/2015	270.00		270.00	
1123621	30355	10/15/2015	5100.00		5100.00	
1123623	30355	10/15/2015	264.00	264.00		7/25/2016
1123624	30355	10/15/2015	1800.00	119.05	1609.52	3/1/2017
1123625	30355	10/15/2015	120.00		120.00	
1123627	30355	10/15/2015	1500.00	600.00	900.00	5/31/2016
1123628	30355	10/15/2015	90.00		90.00	
1123630	30355	10/15/2015	420.00		420.00	
1123631	30355	10/15/2015	270.00	270.00		11/9/2015
1123633	30355	10/15/2015	1650.00		1650.00	
1123648	30355	10/16/2015	3360.00		3360.00	
1123649	30355	10/16/2015	90.00	90.00		10/30/2015
1123650	30355	10/16/2015	63.00		63.00	
1123653	30355	10/16/2015	4620.00		4620.00	
1123749	30355	10/22/2015	6090.00		6090.00	
1123752	30355	10/22/2015	2280.00	172.11	2107.89	8/30/2016
1123753	30355	10/22/2015	60.00		60.00	
1123754	30355	10/22/2015	480.00		480.00	
1124651	30355	11/4/2015	18.00	18.00		2/4/2016
1124654	30355	11/4/2015	1260.00		1260.00	
1124657	30355	11/4/2015	630.00		630.00	
1124658	30355	11/4/2015	420.00		420.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1124659	30355	11/4/2015	780.00		780.00	
1124660	30355	11/4/2015	690.00		690.00	
1124663	30355	11/4/2015	1920.00		1920.00	
1124664	30355	11/4/2015	1560.00		1560.00	
1124665	30355	11/4/2015	1380.00		1380.00	
1124666	30355	11/4/2015	5550.00		5550.00	
1124667	30355	11/4/2015	150.00		150.00	
1124692	30355	11/5/2015	540.00	540.00		11/17/2015
1124694	30355	11/5/2015	51.00	51.00		6/1/2016
1124695	30355	11/5/2015	1560.00		1560.00	
1124706	30355	11/6/2015	210.00	210.00		6/3/2016
1124707	30355	11/6/2015	2040.00		2040.00	
1124709	30355	11/6/2015	153.00		153.00	
1124710	30355	11/6/2015	180.00		180.00	
1124775	30355	11/13/2015	3390.00		3390.00	
1124776	30355	11/13/2015	120.00	25.00	95.00	2/8/2016
1124777	30355	11/13/2015	232.00	100.00	132.00	6/21/2016
1124778	30355	11/13/2015	57.00	57.00		6/10/2016
1124779	30355	11/13/2015	4860.00		4860.00	
1124790	30355	11/16/2015	2580.00		2580.00	
1124793	30355	11/16/2015	3390.00		3390.00	
1124795	30355	11/16/2015	990.00		990.00	
1124812	30355	11/17/2015	570.00		570.00	
1124813	30355	11/17/2015	750.00		750.00	
1124814	30355	11/17/2015	1560.00		1560.00	
1124815	30355	11/17/2015	240.00		240.00	
1124816	30355	11/17/2015	1710.00		1710.00	
1124820	30355	11/17/2015	404.00		404.00	
1124821	30355	11/17/2015	399.00		399.00	
1124822	30355	11/17/2015	600.00		600.00	
1124823	30355	11/17/2015	1620.00		1620.00	
1124824	30355	11/17/2015	1740.00		1740.00	
1124825	30355	11/17/2015	120.00		120.00	
1124827	30355	11/18/2015	146.00		146.00	
1124828	30355	11/18/2015	3210.00		3210.00	
1124842	30355	11/18/2015	1500.00	878.15	621.85	11/2/2016
1124844	30355	11/18/2015	150.00		150.00	
1124846	30355	11/18/2015	486.00		486.00	
1124847	30355	11/18/2015	514.00		514.00	
1124848	30355	11/18/2015	90.00		90.00	
1124851	30355	11/18/2015	32.00		32.00	
1125796	30355	12/2/2015	120.00	60.00	60.00	2/11/2016
1125797	30355	12/2/2015	540.00	270.00		1/25/2017
1125798	30355	12/2/2015	90.00		90.00	
1125799	30355	12/2/2015	300.00		300.00	
1125801	30355	12/2/2015	579.00	579.00		10/20/2016
1125802	30355	12/2/2015	3780.00		3780.00	
1125804	30355	12/2/2015	2190.00		2190.00	
1125808	30355	12/2/2015	1500.00		1500.00	
1125823	30355	12/3/2015	360.00		360.00	
1125831	30355	12/3/2015	4530.00		4530.00	
1125832	30355	12/3/2015	3630.00		3630.00	
1125833	30355	12/3/2015	15.00		15.00	
1125891	30355	12/7/2015	150.00		150.00	
1125892	30355	12/7/2015	2192.00	1020.00	1172.00	10/21/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1125893	30355	12/7/2015	15.00		15.00	
1125894	30355	12/7/2015	570.00		570.00	
1125923	30355	12/8/2015	120.00	120.00		6/9/2016
1125976	30355	12/14/2015	1110.00		1110.00	
1125977	30355	12/14/2015	1020.00		1020.00	
1125978	30355	12/14/2015	738.00	340.00	398.00	10/14/2016
1125979	30355	12/14/2015	350.00	350.00		5/11/2016
1125980	30355	12/14/2015	180.00		180.00	
1125981	30355	12/14/2015	120.00	50.00	70.00	4/4/2016
1125982	30355	12/14/2015	714.00		714.00	
1125983	30355	12/14/2015	58.00	25.00	33.00	1/11/2016
1126185	30355	12/30/2015	810.00	810.00		3/17/2016
1126186	30355	12/31/2015	90.00		90.00	
1126187	30355	12/31/2015	60.00		60.00	
1126189	30355	12/31/2015	150.00		150.00	
1126190	30355	12/31/2015	492.00		492.00	
1127174	30355	1/19/2016	90.00		90.00	
1127179	30355	1/19/2016	150.00		150.00	
1127190	30355	1/20/2016	63.00	63.00		4/25/2016
1127191	30355	1/20/2016	2700.00	400.00	2300.00	9/21/2016
1127193	30355	1/20/2016	105.00	105.00		8/18/2016
1127194	30355	1/20/2016	360.00		360.00	
1127195	30355	1/20/2016	7020.00		7020.00	
1127196	30355	1/20/2016	360.00		360.00	
1127197	30355	1/20/2016	5490.00		5490.00	
1127198	30355	1/20/2016	240.00		240.00	
1127199	30355	1/20/2016	39.00	39.00		8/17/2016
1127200	30355	1/20/2016	1890.00		1890.00	
1127201	30355	1/20/2016	318.00		318.00	
1127202	30355	1/20/2016	90.00	90.00		3/24/2016
1127203	30355	1/20/2016	210.00		210.00	
1127205	30355	1/20/2016	13470.00		13470.00	
1127206	30355	1/20/2016	930.00		930.00	
1127207	30355	1/20/2016	282.00	44.00	238.00	8/3/2016
1127208	30355	1/20/2016	7110.00			
1127223	30355	1/22/2016	1230.00		1230.00	
1127224	30355	1/22/2016	510.00		510.00	
1127226	30355	1/22/2016	150.00		150.00	
1127238	30355	1/22/2016	96.00	25.00	71.00	3/30/2016
1127242	30355	1/22/2016	2040.00		2040.00	
1127243	30355	1/22/2016	18.00		18.00	
1127247	30355	1/22/2016	510.00		510.00	
1127248	30355	1/22/2016	990.00	350.00	640.00	10/19/2016
1127249	30355	1/22/2016	90.00		90.00	
1127250	30355	1/22/2016	180.00		180.00	
1127263	30355	1/26/2016	12480.00	3000.00	9480.00	10/18/2016
1127266	30355	1/26/2016	390.00		390.00	
1127267	30355	1/27/2016	231.00	231.00		2/29/2016
1127295	30355	1/27/2016	750.00		750.00	
1127297	30355	1/27/2016	1020.00	100.00	920.00	8/15/2016
1127301	30355	1/27/2016	90.00		90.00	
1127302	30355	1/27/2016	960.00		960.00	
1127305	30355	1/27/2016	1687.00	100.00	1587.00	6/9/2016
1127306	30355	1/27/2016	3990.00		3990.00	
1127311	30355	1/27/2016	3000.00		3000.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1127314	30355	1/27/2016	90.00		90.00	
1127355	30355	1/29/2016	1020.00		1020.00	
1127357	30355	1/29/2016	320.00	250.00	70.00	10/10/2016
1127364	30355	1/29/2016	1260.00		1260.00	
1127367	30355	1/29/2016	6060.00		6060.00	
1127369	30355	1/29/2016	630.00		630.00	
1127370	30355	1/29/2016	231.00	200.00	31.00	5/2/2016
1127371	30355	1/29/2016	3720.00		3720.00	
1128540	30355	3/1/2016	126.00	126.00		5/10/2016
1128541	30355	3/1/2016	600.00		600.00	
1128544	30355	3/1/2016	320.00		320.00	
1129376	30355	3/3/2016	1890.00		1890.00	
1129378	30355	3/3/2016	180.00		180.00	
1129435	30355	3/7/2016	1650.00		1650.00	
1129437	30355	3/7/2016	450.00		450.00	
1129468	30355	3/8/2016	648.00	50.00	598.00	5/5/2016
1129478	30355	3/8/2016	720.00		720.00	
1129481	30355	3/8/2016	360.00		360.00	
1129483	30355	3/8/2016	3990.00		3990.00	
1129484	30355	3/8/2016	629.00	400.00	229.00	10/11/2016
1129485	30355	3/8/2016	1110.00		1110.00	
1129501	30355	3/9/2016	540.00		540.00	
1129505	30355	3/9/2016	1800.00		1800.00	
1129540	30355	3/10/2016	1380.00		1380.00	
1129595	30355	3/11/2016	390.00		390.00	
1129598	30355	3/11/2016	1320.00		1320.00	
1129600	30355	3/14/2016	90.00	90.00		4/8/2016
1129618	30355	3/14/2016	183.00		183.00	
1129619	30355	3/14/2016	2160.00		2160.00	
1129620	30355	3/14/2016	1860.00	166.55	1693.45	11/9/2016
1129621	30355	3/14/2016	1560.00		1560.00	
1129623	30355	3/14/2016	2190.00		2190.00	
1129625	30355	3/14/2016	120.00		120.00	
1129626	30355	3/14/2016	280.00		280.00	
1129627	30355	3/14/2016	210.00	6.22	203.78	9/9/2016
1129653	30355	3/15/2016	2550.00		2550.00	
1129655	30355	3/15/2016	90.00		90.00	
1129672	30355	3/16/2016	60.00		60.00	
1129674	30355	3/16/2016	30.00		30.00	
1129675	30355	3/16/2016	600.00		600.00	
1129676	30355	3/16/2016	2070.00	180.00	1890.00	10/5/2016
1129677	30355	3/16/2016	1920.00		1920.00	
1129679	30355	3/16/2016	306.00		306.00	
1129686	30355	3/17/2016	600.00	350.00	250.00	10/11/2016
1129687	30355	3/18/2016	129.00		129.00	
1129696	30355	3/18/2016	56.00		56.00	
1129697	30355	3/18/2016	240.00	240.00		4/20/2016
1129721	30355	3/21/2016	600.00		600.00	
1129722	30355	3/21/2016	90.00	90.00		3/29/2016
1129723	30355	3/21/2016	810.00	810.00		7/7/2016
1129724	30355	3/21/2016	5400.00		5400.00	
1129725	30355	3/21/2016	6.00	6.00		9/9/2016
1129727	30355	3/21/2016	3030.00		3030.00	
1129728	30355	3/21/2016	1200.00		1200.00	
1129739	30355	3/22/2016	60.00	5.36	54.64	11/9/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1129740	30355	3/22/2016	720.00		720.00	
1129741	30355	3/22/2016	150.00		150.00	
1129749	30355	3/22/2016	2430.00			
1129752	30355	3/22/2016	180.00		180.00	
1129753	30355	3/22/2016	540.00	450.00	90.00	10/3/2016
1129754	30355	3/22/2016	1470.00		1470.00	
1129755	30355	3/22/2016	210.00		210.00	
1129756	30355	3/22/2016	210.00	210.00		4/11/2016
1129764	30355	3/22/2016	4020.00		4020.00	
1129765	30355	3/23/2016	210.00		210.00	
1129766	30355	3/23/2016	150.00		150.00	
1129768	30355	3/23/2016	1770.00		1770.00	
1129770	30355	3/23/2016	9840.00		9840.00	
1129775	30355	3/23/2016	18.00		18.00	
1129776	30355	3/23/2016	410.00	100.00	310.00	3/25/2016
1129777	30355	3/23/2016	840.00		840.00	
1129778	30355	3/23/2016	1410.00		1410.00	
1129780	30355	3/23/2016	60.00	60.00		6/20/2016
1129781	30355	3/23/2016	60.00		60.00	
1129782	30355	3/23/2016	20430.00	12505.09	7924.91	6/8/2016
1129796	30355	3/24/2016	90.00		90.00	
1129798	30355	3/24/2016	540.00		540.00	
1129799	30355	3/24/2016	90.00	90.00		6/6/2016
1129800	30355	3/24/2016	66.00		66.00	
1129803	30355	3/24/2016	60.00		60.00	
1129805	30355	3/24/2016	870.00		870.00	
1129808	30355	3/24/2016	5550.00		5550.00	
1129809	30355	3/24/2016	660.00	660.00		1/10/2017
1129827	30355	3/25/2016	90.00		90.00	
1129857	30355	3/28/2016	210.00		210.00	
1129858	30355	3/28/2016	476.00	200.00	276.00	9/26/2016
1129859	30355	3/28/2016	1050.00		1050.00	
1129860	30355	3/28/2016	225.00	225.00		10/14/2016
1129864	30355	3/28/2016	450.00		450.00	
1129865	30355	3/29/2016	690.00		690.00	
1129870	30355	3/29/2016	1260.00		1260.00	
1129871	30355	3/29/2016	210.00	210.00		9/9/2016
1129872	30355	3/29/2016	90.00		90.00	
1129873	30355	3/29/2016	66.00	66.00		7/12/2016
1129876	30355	3/29/2016	210.00	25.00	185.00	9/27/2016
1129877	30355	3/29/2016	90.00		90.00	
1129880	30355	3/29/2016	96.00		96.00	
1129882	30355	3/29/2016	6.00	6.00		6/14/2016
1129883	30355	3/29/2016	16500.00		16500.00	
1129884	30355	3/30/2016	600.00		600.00	
1129894	30355	3/30/2016	690.00		690.00	
1129895	30355	3/30/2016	300.00		300.00	
1129896	30355	3/30/2016	780.00	300.00	480.00	9/16/2016
1129897	30355	3/30/2016	180.00		180.00	
1129899	30355	3/30/2016	1020.00		1020.00	
1129900	30355	3/30/2016	42.00		42.00	
1129906	30355	3/31/2016	720.00		720.00	
1129909	30355	3/31/2016	9.00		9.00	
1129910	30355	3/31/2016	9.00		9.00	
1129911	30355	3/31/2016	12.00	12.00		6/7/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1129913	30355	3/31/2016	540.00		540.00	
1129914	30355	3/31/2016	630.00	100.00	530.00	10/20/2016
1129918	30355	4/1/2016	81.00	81.00		10/10/2016
1129927	30355	4/1/2016	1440.00		1440.00	
1130632	30355	4/4/2016	1770.00		1770.00	
1130634	30355	4/4/2016	642.00		642.00	
1130636	30355	4/4/2016	18.00		18.00	
1130637	30355	4/4/2016	420.00		420.00	
1130638	30355	4/4/2016	1290.00	75.00	1215.00	5/23/2016
1130641	30355	4/4/2016	2790.00			
1130642	30355	4/4/2016	1020.00		1020.00	
1130643	30355	4/4/2016	90.00		90.00	
1130644	30355	4/4/2016	30.00		30.00	
1130645	30355	4/4/2016	450.00		450.00	
1130648	30355	4/4/2016	1770.00		1770.00	
1130693	30355	4/5/2016	660.00		660.00	
1130694	30355	4/5/2016	780.00	780.00		9/9/2016
1130695	30355	4/5/2016	360.00		360.00	
1130697	30355	4/5/2016	270.00	270.00		4/18/2016
1130699	30355	4/5/2016	6030.00			
1130709	30355	4/6/2016	888.00	888.00		5/16/2016
1130710	30355	4/6/2016	60.00		60.00	
1130711	30355	4/6/2016	180.00		180.00	
1130712	30355	4/6/2016	2220.00		2220.00	
1130734	30355	4/7/2016	210.00		210.00	
1130735	30355	4/7/2016	120.00		120.00	
1130736	30355	4/7/2016	12600.00	200.00	12400.00	10/18/2016
1130738	30355	4/7/2016	1140.00		1140.00	
1130741	30355	4/7/2016	660.00		660.00	
1131102	30355	4/29/2016	12.00		12.00	
1131103	30355	4/29/2016	5580.00		5580.00	
1131107	30355	4/29/2016	129.00	95.00	34.00	10/6/2016
1131110	30355	4/29/2016	210.00		210.00	
1131111	30355	4/29/2016	60.00	60.00		6/6/2016
1131112	30355	4/29/2016	420.00		420.00	
1131113	30355	4/29/2016	630.00			
1131114	30355	4/29/2016	442.00	50.00	392.00	9/12/2016
1131115	30355	4/29/2016	12180.00		12180.00	
1131119	30355	4/29/2016	93.00		93.00	
1131125	30355	5/2/2016	12240.00		12240.00	
1131126	30355	5/2/2016	1770.00		1770.00	
1131142	30355	5/2/2016	387.00		387.00	
1131143	30355	5/2/2016	120.00	120.00		6/15/2016
1131144	30355	5/2/2016	90.00		90.00	
1131145	30355	5/2/2016	9780.00		9780.00	
1131895	30355	5/4/2016	690.00		690.00	
1131896	30355	5/4/2016	60.00		60.00	
1131897	30355	5/4/2016	18.00	18.00		7/27/2016
1131914	30355	5/5/2016	6360.00		6360.00	
1131915	30355	5/5/2016	270.00		270.00	
1131918	30355	5/5/2016	120.00	120.00		6/29/2016
1131919	30355	5/5/2016	60.00	60.00		6/13/2016
1131920	30355	5/5/2016	570.00	500.00	70.00	10/11/2016
1131921	30355	5/5/2016	1590.00		1590.00	
1131922	30355	5/5/2016	360.00	360.00		7/5/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1131936	30355	5/6/2016	100.00		100.00	
1131937	30355	5/6/2016	60.00		60.00	
1131938	30355	5/6/2016	546.00	546.00		5/25/2016
1131939	30355	5/6/2016	78.00	78.00		8/19/2016
1131940	30355	5/6/2016	1020.00		1020.00	
1131941	30355	5/6/2016	180.00		180.00	
1131942	30355	5/6/2016	18.00		18.00	
1131943	30355	5/6/2016	30.00		30.00	
1131944	30355	5/6/2016	90.00		90.00	
1131954	30355	5/9/2016	90.00	90.00		5/19/2016
1131955	30355	5/9/2016	270.00	270.00		9/15/2016
1131956	30355	5/9/2016	120.00		120.00	
1131957	30355	5/9/2016	270.00		270.00	
1131960	30355	5/9/2016	870.00			
1131961	30355	5/9/2016	120.00			
1131962	30355	5/9/2016	2700.00	600.00	2100.00	10/13/2016
1131966	30355	5/9/2016	90.00		90.00	
1131967	30355	5/9/2016	1200.00		1200.00	
1131968	30355	5/9/2016	150.00		150.00	
1132080	30355	5/17/2016	2400.00	2400.00		6/8/2016
1132081	30355	5/17/2016	90.00	90.00		6/8/2016
1132082	30355	5/17/2016	7770.00	3751.68		6/8/2016
1133122	30355	6/16/2016	2040.00	2040.00		7/6/2016
1133211	30355	6/24/2016	14400.00	4333.17		7/6/2016
1133213	30355	6/24/2016	1440.00	1152.75	287.25	8/17/2016
1133226	30355	6/29/2016	17310.00		17310.00	
1133228	30355	6/29/2016	90.00		90.00	
1133229	30355	6/29/2016	75.00		75.00	
1133230	30355	6/29/2016	267.00	267.00		7/12/2016
1133231	30355	6/29/2016	238.00		238.00	
1133234	30355	6/30/2016	2760.00		2760.00	
1133236	30355	6/30/2016	120.00		120.00	
1133237	30355	6/30/2016	90.00	90.00		8/18/2016
1134039	30355	7/8/2016	1080.00		1080.00	
1134046	30355	7/8/2016	702.00		702.00	
1134047	30355	7/8/2016	150.00		150.00	
1134048	30355	7/8/2016	105.00	105.00		10/4/2016
1134049	30355	7/8/2016	180.00		180.00	
1134050	30355	7/8/2016	90.00		90.00	
1134051	30355	7/8/2016	30.00		30.00	
1134053	30355	7/8/2016	1800.00		1800.00	
1134058	30355	7/8/2016	90.00		90.00	
1134059	30355	7/8/2016	184.00		184.00	
1134060	30355	7/8/2016	120.00		120.00	
1134061	30355	7/8/2016	120.00		120.00	
1134062	30355	7/8/2016	510.00		510.00	
1134076	30355	7/11/2016	540.00		540.00	
1134077	30355	7/11/2016	3000.00		3000.00	
1134079	30355	7/11/2016	435.00		435.00	
1134080	30355	7/11/2016	30.00		30.00	
1134081	30355	7/11/2016	840.00			
1134082	30355	7/11/2016	18.00	18.00		7/19/2016
1134083	30355	7/11/2016	5040.00		5040.00	
1134084	30355	7/11/2016	450.00		450.00	
1134085	30355	7/11/2016	420.00		420.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1134086	30355	7/11/2016	600.00		600.00	
1134087	30355	7/11/2016	156.00	156.00		7/25/2016
1134088	30355	7/11/2016	120.00	120.00		7/20/2016
1134089	30355	7/11/2016	120.00		120.00	
1134090	30355	7/12/2016	348.00		348.00	
1134091	30355	7/12/2016	90.00		90.00	
1134103	30355	7/12/2016	180.00	180.00		8/1/2016
1134104	30355	7/12/2016	150.00		150.00	
1134105	30355	7/12/2016	150.00		150.00	
1134106	30355	7/12/2016	17010.00		17010.00	
1134108	30355	7/12/2016	60.00	60.00		8/19/2016
1134109	30355	7/12/2016	60.00		60.00	
1134110	30355	7/12/2016	1530.00		1530.00	
1134111	30355	7/12/2016	297.00		297.00	
1134112	30355	7/12/2016	90.00		90.00	
1134114	30355	7/12/2016	90.00		90.00	
1134115	30355	7/12/2016	810.00			
1134117	30355	7/12/2016	540.00	540.00		9/26/2016
1134120	30355	7/12/2016	90.00	90.00		7/13/2016
1134122	30355	7/12/2016	210.00	210.00		8/23/2016
1134123	30355	7/12/2016	240.00		240.00	
1134125	30355	7/12/2016	360.00	360.00		7/13/2016
1134127	30355	7/13/2016	450.00			
1134130	30355	7/13/2016	1800.00		1800.00	
1134131	30355	7/13/2016	22.00		22.00	
1134132	30355	7/13/2016	90.00		90.00	
1134133	30355	7/13/2016	180.00	180.00		8/8/2016
1134134	30355	7/13/2016	2130.00		2130.00	
1134135	30355	7/13/2016	30.00	30.00		8/26/2016
1134136	30355	7/13/2016	1890.00		1890.00	
1134137	30355	7/13/2016	1410.00		1410.00	
1134138	30355	7/13/2016	120.00		120.00	
1134139	30355	7/13/2016	150.00		150.00	
1134140	30355	7/13/2016	7140.00		7140.00	
1134141	30355	7/13/2016	2610.00		2610.00	
1134142	30355	7/13/2016	540.00	540.00		7/28/2016
1134143	30355	7/13/2016	1470.00	650.00	820.00	10/19/2016
1134144	30355	7/13/2016	3360.00		3360.00	
1134145	30355	7/13/2016	6090.00		6090.00	
1134146	30355	7/13/2016	1740.00		1740.00	
1134147	30355	7/13/2016	77.00	50.00	27.00	9/30/2016
1134148	30355	7/14/2016	57.00	57.00		9/16/2016
1134150	30355	7/14/2016	1740.00		1740.00	
1134151	30355	7/14/2016	540.00		540.00	
1134159	30355	7/14/2016	102.00	102.00		10/20/2016
1134160	30355	7/14/2016	90.00	90.00		7/14/2016
1134162	30355	7/14/2016	90.00		90.00	
1134180	30355	7/18/2016	1350.00	200.00	1150.00	9/1/2016
1134181	30355	7/18/2016	120.00		120.00	
1134182	30355	7/18/2016	120.00		120.00	
1134183	30355	7/18/2016	18.00	18.00		9/6/2016
1134276	30355	7/27/2016	90.00	90.00		8/17/2016
1135108	30355	8/4/2016	540.00		540.00	
1135229	30355	8/10/2016	240.00		240.00	
1135231	30355	8/10/2016	150.00		150.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1135239	30355	8/10/2016	180.00		180.00	
1135240	30355	8/10/2016	2310.00	20.00	2290.00	10/28/2016
1135242	30355	8/10/2016	90.00	90.00		8/24/2016
1135247	30355	8/10/2016	630.00		630.00	
1135248	30355	8/10/2016	216.00		216.00	
1135249	30355	8/10/2016	8640.00		8640.00	
1135250	30355	8/10/2016	90.00		90.00	
1135251	30355	8/10/2016	1830.00		1830.00	
1135252	30355	8/10/2016	120.00	120.00		9/29/2016
1135253	30355	8/10/2016	990.00	990.00		8/26/2016
1135266	30355	8/11/2016	750.00		750.00	
1135267	30355	8/11/2016	219.00		219.00	
1135268	30355	8/11/2016	1350.00	100.00	1250.00	10/19/2016
1135269	30355	8/11/2016	1110.00		1110.00	
1135270	30355	8/11/2016	12750.00		12750.00	
1135273	30355	8/11/2016	870.00		870.00	
1135274	30355	8/11/2016	60.00	60.00		8/26/2016
1135275	30355	8/11/2016	120.00		120.00	
1135276	30355	8/11/2016	3720.00		3720.00	
1135277	30355	8/11/2016	630.00	630.00		9/22/2016
1135278	30355	8/11/2016	12210.00		12210.00	
1135279	30355	8/11/2016	6300.00		6300.00	
1135280	30355	8/11/2016	60.00		60.00	
1135282	30355	8/11/2016	2520.00		2520.00	
1135293	30355	8/12/2016	90.00		90.00	
1135294	30355	8/12/2016	60.00		60.00	
1135295	30355	8/12/2016	1365.00		1365.00	
1135296	30355	8/12/2016	6040.00		6040.00	
1135297	30355	8/12/2016	1680.00		1680.00	
1135298	30355	8/12/2016	1140.00		1140.00	
1135317	30355	8/16/2016	14550.00		14550.00	
1135319	30355	8/16/2016	21450.00		21450.00	
1135320	30355	8/16/2016	3120.00			
1135329	30355	8/17/2016	930.00		930.00	
1135331	30355	8/17/2016	14800.00		14800.00	
1135334	30355	8/17/2016	450.00		450.00	
1135336	30355	8/17/2016	720.00	150.00	570.00	10/11/2016
1135338	30355	8/17/2016	600.00		600.00	
1135339	30355	8/17/2016	4710.00	100.00	4610.00	10/13/2016
1135341	30355	8/17/2016	600.00		600.00	
1135359	30355	8/18/2016	5640.00		5640.00	
1135360	30355	8/18/2016	600.00		600.00	
1135361	30355	8/18/2016	840.00		840.00	
1135363	30355	8/18/2016	168.00		168.00	
1135364	30355	8/18/2016	720.00		720.00	
1135365	30355	8/18/2016	90.00		90.00	
1135366	30355	8/18/2016	66.00	66.00		9/21/2016
1135367	30355	8/18/2016	18.00		18.00	
1135374	30355	8/19/2016	570.00		570.00	
1135376	30355	8/19/2016	288.00	50.00	238.00	10/12/2016
1135377	30355	8/19/2016	780.00		780.00	
1135379	30355	8/19/2016	2100.00		2100.00	
1135399	30355	8/22/2016	90.00		90.00	
1135401	30355	8/22/2016	120.00		120.00	
1135403	30355	8/22/2016	1020.00		1020.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1135406	30355	8/22/2016	90.00		90.00	
1135407	30355	8/22/2016	2160.00	2160.00		9/1/2016
1135408	30355	8/22/2016	1740.00		1740.00	
1135410	30355	8/22/2016	90.00		90.00	
1135411	30355	8/23/2016	90.00		90.00	
1135415	30355	8/23/2016	90.00	90.00		9/6/2016
1135418	30355	8/23/2016	30.00			
1135419	30355	8/23/2016	1710.00			
1135420	30355	8/23/2016	690.00		690.00	
1135421	30355	8/23/2016	2280.00		2280.00	
1135422	30355	8/23/2016	1170.00		1170.00	
1135424	30355	8/23/2016	810.00		810.00	
1136487	30355	9/6/2016	105.00	105.00		9/30/2016
1136502	30355	9/7/2016	5850.00		5850.00	
1136503	30355	9/7/2016	90.00		90.00	
1136504	30355	9/7/2016	750.00		750.00	
1136505	30355	9/7/2016	204.00		204.00	
1136506	30355	9/7/2016	120.00	120.00		9/26/2016
1136507	30355	9/7/2016	4170.00		4170.00	
1136510	30355	9/8/2016	1050.00	100.00	950.00	9/30/2016
1136511	30355	9/8/2016	1050.00		1050.00	
1136521	30355	9/8/2016	150.00		150.00	
1136522	30355	9/8/2016	720.00		720.00	
1136523	30355	9/8/2016	336.00		336.00	
1136524	30355	9/8/2016	60.00		60.00	
1136525	30355	9/8/2016	180.00		180.00	
1136526	30355	9/8/2016	600.00		600.00	
1136529	30355	9/8/2016	90.00		90.00	
1136531	30355	9/8/2016	60.00		60.00	
1136532	30355	9/8/2016	240.00		240.00	
1136533	30355	9/8/2016	240.00		240.00	
1136540	30355	9/9/2016	3870.00		3870.00	
1136541	30355	9/9/2016	330.00		330.00	
1136543	30355	9/9/2016	60.00			
1136544	30355	9/9/2016	870.00		870.00	
1136545	30355	9/9/2016	54.00		54.00	
1136546	30355	9/9/2016	90.00		90.00	
1136547	30355	9/9/2016	540.00		540.00	
1136548	30355	9/9/2016	390.00	50.00	340.00	10/11/2016
1136549	30355	9/9/2016	90.00		90.00	
1107794	30355A	9/19/2014	3.00		3.00	
1107795	30355A	9/19/2014	22.00		22.00	
1107796	30355A	9/19/2014	176.00		176.00	
1107797	30355A	9/19/2014	2.00		2.00	
1107799	30355A	9/19/2014	15.00		15.00	
1107802	30355A	9/19/2014	26.00		26.00	
1107803	30355A	9/19/2014	4.00		4.00	
1107804	30355A	9/19/2014	216.00		216.00	
1107806	30355A	9/19/2014	12.00		12.00	
1107808	30355A	9/19/2014	58.00		58.00	
1107809	30355A	9/19/2014	458.00		458.00	
1107810	30355A	9/19/2014	8.00		8.00	
1107811	30355A	9/19/2014	22.00		22.00	
1107813	30355A	9/19/2014	3.00		3.00	
1107816	30355A	9/19/2014	15.00		15.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1107819	30355A	9/19/2014	164.00		164.00	
1107821	30355A	9/19/2014	6.00		6.00	
1107822	30355A	9/19/2014	65.00		65.00	
1107823	30355A	9/19/2014	13.00		13.00	
1107825	30355A	9/19/2014	2.00		2.00	
1107832	30355A	9/19/2014	199.00		199.00	
1107833	30355A	9/19/2014	6.00		6.00	
1107834	30355A	9/19/2014	6.00		6.00	
1107835	30355A	9/19/2014	10.00		10.00	
1107837	30355A	9/19/2014	2.00		2.00	
1107838	30355A	9/19/2014	374.00		374.00	
1107839	30355A	9/19/2014	5.00		5.00	
1107840	30355A	9/19/2014	3.00		3.00	
1107841	30355A	9/19/2014	4.00		4.00	
1107842	30355A	9/19/2014	6.00		6.00	
1107844	30355A	9/19/2014	4.00		4.00	
1107845	30355A	9/19/2014	42.00		42.00	
1107848	30355A	9/19/2014	4.00		4.00	
1107852	30355A	9/19/2014	29.00		29.00	
1107859	30355A	9/19/2014	148.00	52.91	95.09	9/16/2016
1107860	30355A	9/19/2014	5.00		5.00	
1107863	30355A	9/19/2014	22.00	22.00	-22.00	10/17/2014
1107864	30355A	9/19/2014	2.00		2.00	
1107865	30355A	9/19/2014	42.00		42.00	
1107866	30355A	9/19/2014	277.00		277.00	
1107955	30355A	9/24/2014	15.00		15.00	
1107959	30355A	9/24/2014	20.00		20.00	
1109059	30355A	10/16/2014	24.00		24.00	
1109076	30355A	10/17/2014	86.00		86.00	
1109087	30355A	10/20/2014	143.00		143.00	
1109117	30355A	10/21/2014	17.00		17.00	
1109152	30355A	10/22/2014	23.00		23.00	
1109297	30355A	11/3/2014	8.00		8.00	
1109299	30355A	11/3/2014	367.00		367.00	
1109300	30355A	11/3/2014	4.00		4.00	
1109918	30355A	11/5/2014	48.00		48.00	
1109929	30355A	11/5/2014	152.00		152.00	
1109931	30355A	11/5/2014	376.00		376.00	
1110037	30355A	11/12/2014	467.00		467.00	
1110103	30355A	11/14/2014	28.00		28.00	
1111110	30355A	12/5/2014	5.00		5.00	
1111116	30355A	12/5/2014	92.00		92.00	
1111117	30355A	12/5/2014	21.00		21.00	
1111118	30355A	12/5/2014	29.00		29.00	
1111119	30355A	12/5/2014	7.00		7.00	
1111130	30355A	12/5/2014	13.00		13.00	
1111131	30355A	12/5/2014	4.00		4.00	
1111196	30355A	12/12/2014	48.00		48.00	
1111198	30355A	12/12/2014	47.00		47.00	
1111305	30355A	12/19/2014	8.00		8.00	
1111318	30355A	12/22/2014	47.00		47.00	
1111376	30355A	12/24/2014	313.00		313.00	
1111379	30355A	12/24/2014	44.00		44.00	
1111405	30355A	12/29/2014	65.00		65.00	
1111429	30355A	12/30/2014	205.00		205.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1112588	30355A	1/16/2015	385.00		385.00	
1112590	30355A	1/16/2015	401.00		401.00	
1112660	30355A	1/22/2015	2.00		2.00	
1112664	30355A	1/23/2015	84.00	5.51	78.49	6/9/2015
1112676	30355A	1/23/2015	2.00		2.00	
1113500	30355A	2/5/2015	3.00		3.00	
1113505	30355A	2/5/2015	214.00		214.00	
1113506	30355A	2/5/2015	78.00		78.00	
1113512	30355A	2/5/2015	39.00		39.00	
1113567	30355A	2/6/2015	11.00		11.00	
1113580	30355A	2/6/2015	148.00		148.00	
1113663	30355A	2/12/2015	192.00		192.00	
1113683	30355A	2/12/2015	423.00	50.00	373.00	5/18/2015
1113706	30355A	2/12/2015	4.00		4.00	
1113878	30355A	2/26/2015	418.00		418.00	
1113895	30355A	2/26/2015	6.00		6.00	
1114946	30355A	3/20/2015	14.00		14.00	
1114961	30355A	3/20/2015	6.00		6.00	
1115035	30355A	3/27/2015	322.00		322.00	
1116074	30355A	4/16/2015	3.00		3.00	
1116113	30355A	4/20/2015	128.00		128.00	
1116152	30355A	4/22/2015	262.00		262.00	
1116162	30355A	4/22/2015	19.00		19.00	
1116168	30355A	4/22/2015	13.00		13.00	
1116170	30355A	4/22/2015	45.00		45.00	
1116190	30355A	4/22/2015	25.00		25.00	
1116208	30355A	4/22/2015	22.00		22.00	
1116287	30355A	4/28/2015	32.00		32.00	
1116294	30355A	4/28/2015	2.00		2.00	
1116298	30355A	4/28/2015	15.00		15.00	
1117174	30355A	5/8/2015	87.00		87.00	
1117225	30355A	5/13/2015	446.00		446.00	
1117425	30355A	5/26/2015	41.00		41.00	
1117449	30355A	5/28/2015	55.00		55.00	
1117450	30355A	5/28/2015	63.00		63.00	
1117452	30355A	5/28/2015	23.00		23.00	
1118440	30355A	6/8/2015	2.00		2.00	
1118695	30355A	6/19/2015	14.00		14.00	
1118786	30355A	6/24/2015	96.00		96.00	
1118791	30355A	6/24/2015	1.00		1.00	
1118794	30355A	6/24/2015	2.00		2.00	
1120999	30355A	8/12/2015	19.00		19.00	
1121025	30355A	8/13/2015	40.00		40.00	
1121042	30355A	8/13/2015	2.00		2.00	
1121046	30355A	8/13/2015	2.00		2.00	
1121057	30355A	8/13/2015	14.00	14.00		2/9/2017
1121108	30355A	8/19/2015	44.00		44.00	
1121114	30355A	8/19/2015	3.00		3.00	
1121171	30355A	8/21/2015	23.00		23.00	
1121187	30355A	8/21/2015	5.00	5.00		2/29/2016
1121190	30355A	8/21/2015	19.00		19.00	
1121196	30355A	8/24/2015	21.00		21.00	
1121199	30355A	8/24/2015	6.00		6.00	
1121208	30355A	8/24/2015	27.00		27.00	
1121210	30355A	8/24/2015	23.00		23.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1121212	30355A	8/24/2015	75.00		75.00	
1121222	30355A	8/24/2015	28.00		28.00	
1122269	30355A	9/10/2015	15.00		15.00	
1122272	30355A	9/10/2015	8.00		8.00	
1122309	30355A	9/11/2015	258.00		258.00	
1122312	30355A	9/11/2015	70.00		70.00	
1122322	30355A	9/14/2015	3.00		3.00	
1122329	30355A	9/14/2015	370.00		370.00	
1122332	30355A	9/14/2015	13.00		13.00	
1122341	30355A	9/15/2015	18.00		18.00	
1122344	30355A	9/16/2015	2.00		2.00	
1122347	30355A	9/16/2015	35.00		35.00	
1122369	30355A	9/16/2015	7.00		7.00	
1122503	30355A	9/23/2015	106.00		106.00	
1122543	30355A	9/25/2015	13.00		13.00	
1123528	30355A	10/8/2015	142.00		142.00	
1123580	30355A	10/13/2015	286.00		286.00	
1123622	30355A	10/15/2015	421.00		421.00	
1123626	30355A	10/15/2015	334.00		334.00	
1123629	30355A	10/15/2015	322.00		322.00	
1123654	30355A	10/16/2015	385.00		385.00	
1123751	30355A	10/22/2015	21.00		21.00	
1123862	30355A	10/29/2015	2.00		2.00	
1124653	30355A	11/4/2015	43.00		43.00	
1124655	30355A	11/4/2015	131.00		131.00	
1124661	30355A	11/4/2015	258.00	258.00		10/6/2016
1124662	30355A	11/4/2015	40.00		40.00	
1124691	30355A	11/5/2015	3.00	3.00		2/17/2016
1124693	30355A	11/5/2015	179.00		179.00	
1124780	30355A	11/13/2015	13.00		13.00	
1124791	30355A	11/16/2015	63.00		63.00	
1124794	30355A	11/16/2015	33.00	12.00	21.00	1/8/2016
1124843	30355A	11/18/2015	16.00		16.00	
1124845	30355A	11/18/2015	6.00		6.00	
1124849	30355A	11/18/2015	32.00		32.00	
1125800	30355A	12/2/2015	6.00		6.00	
1125803	30355A	12/2/2015	9.00		9.00	
1125807	30355A	12/2/2015	36.00		36.00	
1127178	30355A	1/19/2016	43.00		43.00	
1127189	30355A	1/20/2016	188.00		188.00	
1127240	30355A	1/22/2016	37.00		37.00	
1127244	30355A	1/22/2016	13.00	13.00		6/30/2016
1127246	30355A	1/22/2016	4.00		4.00	
1127300	30355A	1/27/2016	33.00		33.00	
1127304	30355A	1/27/2016	385.00		385.00	
1127307	30355A	1/27/2016	347.00		347.00	
1127308	30355A	1/27/2016	423.00		423.00	
1127365	30355A	1/29/2016	122.00		122.00	
1127372	30355A	1/29/2016	3.00		3.00	
1127373	30355A	1/29/2016	51.00		51.00	
1129471	30355A	3/8/2016	103.00		103.00	
1129486	30355A	3/9/2016	240.00		240.00	
1129504	30355A	3/9/2016	16.00		16.00	
1129542	30355A	3/10/2016	142.00		142.00	
1129545	30355A	3/10/2016	50.00		50.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1129602	30355A	3/14/2016	3.00		3.00	
1129624	30355A	3/14/2016	133.00		133.00	
1129652	30355A	3/15/2016	2.00		2.00	
1129654	30355A	3/15/2016	72.00		72.00	
1129678	30355A	3/16/2016	19.00		19.00	
1129685	30355A	3/17/2016	37.00		37.00	
1129698	30355A	3/18/2016	1.00		1.00	
1129701	30355A	3/18/2016	88.00		88.00	
1129751	30355A	3/22/2016	235.00		235.00	
1129783	30355A	3/23/2016	231.00		231.00	
1129806	30355A	3/24/2016	38.00		38.00	
1129807	30355A	3/24/2016	4.00		4.00	
1130698	30355A	4/5/2016	19.00	19.00		4/18/2016
1130700	30355A	4/5/2016	369.00		369.00	
1130915	30355A	4/21/2016	6.00		6.00	
1131104	30355A	4/29/2016	213.00		213.00	
1131141	30355A	5/2/2016	63.00		63.00	
1131894	30355A	5/4/2016	25.00		25.00	
1131898	30355A	5/4/2016	155.00		155.00	
1131913	30355A	5/5/2016	251.00		251.00	
1131934	30355A	5/6/2016	3.00	3.00		5/31/2016
1131958	30355A	5/9/2016	16.00		16.00	
1131959	30355A	5/9/2016	101.00	101.00		6/22/2016
1133227	30355A	6/29/2016	8.00		8.00	
1134078	30355A	7/11/2016	105.00		105.00	
1134118	30355A	7/12/2016	3.00		3.00	
1134121	30355A	7/12/2016	5.00	5.00		7/13/2016
1134152	30355A	7/14/2016	121.00		121.00	
1134158	30355A	7/14/2016	3.00		3.00	
1134161	30355A	7/14/2016	120.00		120.00	
1134163	30355A	7/14/2016	15.00		15.00	
1134268	30355A	7/26/2016	15.00		15.00	
1134273	30355A	7/27/2016	0.01			
1135083	30355A	8/3/2016	5.00		5.00	
1135121	30355A	8/4/2016	63.00		63.00	
1135243	30355A	8/10/2016	10.00		10.00	
1135246	30355A	8/10/2016	38.00		38.00	
1135271	30355A	8/11/2016	376.00		376.00	
1135272	30355A	8/11/2016	652.00	300.00	352.00	9/1/2016
1135281	30355A	8/11/2016	3.00		3.00	
1135316	30355A	8/16/2016	359.00		359.00	
1135330	30355A	8/17/2016	3.00	3.00		9/12/2016
1135332	30355A	8/17/2016	358.00		358.00	
1135358	30355A	8/18/2016	5.00		5.00	
1135380	30355A	8/19/2016	15.00		15.00	
1135381	30355A	8/19/2016	3.00		3.00	
1135382	30355A	8/19/2016	10.00		10.00	
1135398	30355A	8/22/2016	30.00	30.00		10/12/2016
1135400	30355A	8/22/2016	49.00	49.00		9/15/2016
1135404	30355A	8/22/2016	236.00		236.00	
1135405	30355A	8/22/2016	182.00		182.00	
1135416	30355A	8/23/2016	14.00		14.00	
1135417	30355A	8/23/2016	22.00		22.00	
1135423	30355A	8/23/2016	139.00		139.00	
1136488	30355A	9/6/2016	180.00	174.00	6.00	10/17/2016

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1136489	30355A	9/6/2016	5.00		5.00	
1136508	30355A	9/7/2016	7.00		7.00	
1136509	30355A	9/7/2016	44.00		44.00	
1136528	30355A	9/8/2016	31.00		31.00	
1136530	30355A	9/8/2016	3.00		3.00	
1033751	30356	10/7/2010	2559.13	2559.13	-470.19	10/26/2016
1033752	30356	10/7/2010	6154.61		6154.61	
1033753	30356	10/7/2010	200.00		200.00	
1033755	30356	10/7/2010	2004.00	584.40	1419.60	7/21/2014
1033756	30356	10/7/2010	42.00	35.70	6.30	11/2/2016
1033757	30356	10/7/2010	1072.89	696.19	376.70	12/8/2016
1033759	30356	10/7/2010	3540.00	2802.49	737.51	10/2/2013
1033761	30356	10/7/2010	204.36		204.36	
1034144	30356	10/20/2010	2972.48		2972.48	
1034147	30356	10/20/2010	4227.96		4227.96	
1034150	30356	10/20/2010	354.00		354.00	
1034151	30356	10/20/2010	2347.44		2347.44	
1034152	30356	10/21/2010	1830.00		1830.00	
1034154	30356	10/21/2010	60.00	7.52	52.48	11/14/2013
1034155	30356	10/21/2010	5001.99	1111.03	3859.33	9/3/2015
1034156	30356	10/21/2010	198.00		198.00	
1034157	30356	10/21/2010	2136.00	2136.00	-66.94	2/4/2015
1034158	30356	10/21/2010	98.00		98.00	
1034159	30356	10/21/2010	2569.62	51.03	2518.59	2/9/2011
1034161	30356	10/21/2010	30.00		30.00	
1034162	30356	10/21/2010	236.00		236.00	
1034163	30356	10/21/2010	2856.54		2856.54	
1034164	30356	10/21/2010	128.00		128.00	
1034166	30356	10/21/2010	2939.21		2939.21	
1034167	30356	10/21/2010	5567.58	518.00	5049.58	9/30/2016
1034168	30356	10/21/2010	5372.48	5137.13	235.35	10/19/2016
1034179	30356	10/21/2010	490.00		490.00	
1034180	30356	10/21/2010	3185.86		3185.86	
1034182	30356	10/21/2010	39.00		39.00	
1034183	30356	10/21/2010	1260.00		1260.00	
1034186	30356	10/21/2010	5811.75		5811.75	
1034187	30356	10/21/2010	1342.78		1342.78	
1034189	30356	10/21/2010	714.00		714.00	
1034190	30356	10/21/2010	178.00	9.00	169.00	5/27/2011
1034192	30356	10/21/2010	150.00		150.00	
1034194	30356	10/21/2010	2100.00	95.20	2004.80	5/21/2015
1034195	30356	10/21/2010	4830.00		4830.00	
1034196	30356	10/21/2010	84.00		84.00	
1034197	30356	10/21/2010	1785.00	1173.24	611.76	12/8/2016
1034276	30356	10/26/2010	1681.01		1681.01	
1034277	30356	10/26/2010	2358.00		2358.00	
1034278	30356	10/26/2010	2512.10	39.80	2472.30	5/13/2014
1034279	30356	10/26/2010	5916.00		5916.00	
1034280	30356	10/26/2010	2198.34		2198.34	
1034281	30356	10/26/2010	1330.00	55.00	1275.00	7/28/2011
1034282	30356	10/26/2010	792.00	78.00	714.00	3/21/2014
1034283	30356	10/26/2010	156.00	47.06	108.94	12/8/2016
1034285	30356	10/26/2010	168.00		168.00	
1034289	30356	10/26/2010	3988.64		3988.64	
1034291	30356	10/26/2010	153.27		153.27	

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1034292	30356	10/26/2010	2026.57		2026.57	
1034293	30356	10/26/2010	5731.34	944.44	4786.90	9/16/2016
1034294	30356	10/26/2010	3354.91	3354.91	-94.34	1/13/2014
1034297	30356	10/26/2010	3234.00		3234.00	
1034299	30356	10/26/2010	1500.00		1500.00	
1034300	30356	10/26/2010	439.00	20.00	419.00	12/13/2010
1034301	30356	10/26/2010	4342.65		4342.65	
1034303	30356	10/26/2010	561.99		561.99	
1034307	30356	10/26/2010	1072.89	50.00	1022.89	5/31/2016
1034310	30356	10/26/2010	3502.32		3502.32	
1034313	30356	10/26/2010	3269.76		3269.76	
1034314	30356	10/26/2010	297.00		297.00	
1034315	30356	10/26/2010	153.00		153.00	
1034316	30356	10/26/2010	2077.66		2077.66	
1034318	30356	10/26/2010	1038.83		1038.83	
1034319	30356	10/26/2010	602.00		602.00	
1034320	30356	10/26/2010	138.00		138.00	
1034321	30356	10/26/2010	1431.99		1431.99	
1034322	30356	10/26/2010	774.00	100.00	674.00	8/31/2011
1034325	30356	10/26/2010	630.00		630.00	
1034326	30356	10/26/2010	1094.00		1094.00	
1034329	30356	10/26/2010	83.00		83.00	
1034330	30356	10/26/2010	29.00		29.00	
1034331	30356	10/26/2010	162.00		162.00	
1034332	30356	10/26/2010	472.00		472.00	
1034333	30356	10/26/2010	570.00	50.00	520.00	5/31/2011
1034336	30356	10/26/2010	527.93	14.14	513.79	7/14/2014
1034338	30356	10/26/2010	240.00	150.18	89.82	11/4/2016
1034341	30356	10/26/2010	1243.19		1243.19	
1034342	30356	10/26/2010	4318.42		4318.42	
1034343	30356	10/26/2010	1192.10	1192.10	-595.50	6/16/2015
1034344	30356	10/26/2010	6522.05		6522.05	
1034347	30356	10/26/2010	154.00		154.00	
1034350	30356	10/26/2010	2303.68		2303.68	
1034352	30356	10/26/2010	320.00	290.34	29.66	10/13/2011
1034354	30356	10/26/2010	530.00	22.78	507.22	5/23/2016
1034355	30356	10/26/2010	460.00		460.00	
1034356	30356	10/26/2010	770.00	619.43	150.57	12/31/2013
1034357	30356	10/26/2010	202.00		202.00	
1034359	30356	10/26/2010	238.00	238.00		9/29/2016
1034361	30356	10/26/2010	2963.22		2963.22	
1034362	30356	10/26/2010	8295.90	224.00	8071.90	11/26/2012
1036655	30356	12/3/2010	828.00	590.80	232.29	12/12/2016
1036656	30356	12/3/2010	3840.00		3840.00	
1036657	30356	12/3/2010	425.75		425.75	
1036658	30356	12/3/2010	3090.00		3090.00	
1036659	30356	12/3/2010	150.00	125.00	25.00	4/15/2011
1036660	30356	12/3/2010	3090.00		3090.00	
1036662	30356	12/3/2010	510.00		510.00	
1036664	30356	12/3/2010	581.00		581.00	
1036688	30356	12/3/2010	2580.00		2580.00	
1036689	30356	12/3/2010	2340.00		2340.00	
1036690	30356	12/3/2010	280.00		280.00	
1036691	30356	12/3/2010	296.00		296.00	
1036692	30356	12/3/2010	113.00		113.00	

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1036694	30356	12/3/2010	161.00		161.00	
1036696	30356	12/3/2010	750.00		750.00	
1036697	30356	12/3/2010	2490.00		2490.00	
1036699	30356	12/3/2010	3465.00	955.06	2509.94	9/27/2016
1036700	30356	12/3/2010	176.00	159.02	16.98	12/8/2016
1036701	30356	12/6/2010	6747.06		6747.06	
1036705	30356	12/6/2010	2010.00	598.28	1411.72	7/25/2011
1036706	30356	12/6/2010	120.00	120.00		6/22/2016
1036707	30356	12/6/2010	194.00	17.00	177.00	1/10/2011
1036708	30356	12/6/2010	82.00		82.00	
1036709	30356	12/6/2010	3240.00		3240.00	
1036710	30356	12/6/2010	2400.65	2400.65	-174.08	8/20/2014
1036711	30356	12/6/2010	680.00	7.91	672.09	4/2/2013
1036732	30356	12/6/2010	3360.00		3360.00	
1036734	30356	12/6/2010	339.00		339.00	
1036735	30356	12/6/2010	88.00	50.00	38.00	2/15/2011
1036738	30356	12/6/2010	132.00	2.69	129.31	12/7/2011
1038578	30356	2/1/2011	7756.00	5204.00	2552.00	9/29/2016
1038579	30356	2/1/2011	1950.00		1950.00	
1038581	30356	2/1/2011	300.00		300.00	
1038582	30356	2/1/2011	712.00	670.00	42.00	3/21/2014
1038584	30356	2/1/2011	660.00	30.00	630.00	4/8/2013
1038585	30356	2/1/2011	1252.89		1252.89	
1038588	30356	2/1/2011	1920.00	228.93	1691.07	5/31/2013
1038593	30356	2/1/2011	1560.00		1560.00	
1038594	30356	2/1/2011	1793.50	1638.92	154.58	9/15/2016
1038595	30356	2/1/2011	5250.00	2205.00	3045.00	3/30/2016
1038596	30356	2/1/2011	184.00		184.00	
1038597	30356	2/1/2011	2670.00	245.76	2414.92	1/25/2017
1038598	30356	2/1/2011	2610.00	240.16	2360.72	1/25/2017
1038600	30356	2/1/2011	2520.00	1008.56	1511.44	7/14/2016
1038601	30356	2/1/2011	870.00		870.00	
1038646	30356	2/2/2011	596.00	6.94	589.06	4/2/2013
1038647	30356	2/2/2011	2737.00	493.00	2244.00	5/22/2014
1038649	30356	2/2/2011	291.00		291.00	
1039162	30356	2/3/2011	2700.00		2700.00	
1042709	30356	3/24/2011	6480.00	933.50	5546.50	3/27/2014
1042712	30356	5/12/2011	68.00		68.00	
1042713	30356	5/12/2011	488.00		488.00	
1042715	30356	5/12/2011	513.00		513.00	
1042716	30356	5/12/2011	157.00	43.29	113.71	12/8/2016
1042718	30356	5/12/2011	2052.00	1810.80	241.20	7/17/2013
1042719	30356	5/12/2011	2340.00		2340.00	
1042721	30356	5/12/2011	815.00	772.28	42.72	4/26/2016
1042722	30356	5/12/2011	760.00		760.00	
1042723	30356	5/12/2011	6210.00	2600.00	3610.00	9/29/2016
1042725	30356	5/12/2011	628.00	436.54	191.46	1/22/2014
1042729	30356	5/12/2011	115.00		115.00	
1042730	30356	5/12/2011	3510.00	36.48	3473.52	10/2/2013
1042732	30356	5/12/2011	669.00		669.00	
1042733	30356	5/12/2011	136.00		136.00	
1042734	30356	5/12/2011	192.00	25.00	167.00	6/3/2011
1042764	30356	5/13/2011	232.00		232.00	
1042766	30356	5/13/2011	300.00		300.00	
1042767	30356	5/13/2011	1800.00		1800.00	

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1042769	30356	5/13/2011	2220.00	1300.00	920.00	10/12/2015
1042782	30356	5/16/2011	938.00	12.50	925.50	5/4/2012
1042784	30356	5/16/2011	1295.00	522.21	772.79	5/12/2016
1042785	30356	5/16/2011	140.00		140.00	
1042787	30356	5/16/2011	58.00		58.00	
1044150	30356	6/28/2011	3204.00	2710.13	493.87	9/14/2016
1044151	30356	6/28/2011	348.00	60.00	288.00	11/17/2011
1044154	30356	6/28/2011	3060.00		3060.00	
1044157	30356	6/28/2011	432.00	7.39	424.61	3/11/2013
1044178	30356	6/29/2011	1595.00		1595.00	
1044179	30356	6/29/2011	3150.00		3150.00	
1044181	30356	6/29/2011	4170.00	18.68	4151.32	3/13/2013
1044184	30356	6/29/2011	2580.00		2580.00	
1044186	30356	6/29/2011	8500.60		8500.60	
1044188	30356	6/29/2011	4140.00	2417.76	1722.24	12/8/2016
1044190	30356	6/29/2011	3330.00		3330.00	
1044191	30356	6/29/2011	1596.00	1596.00	-9.00	12/4/2014
1044192	30356	6/29/2011	166.00		166.00	
1044193	30356	6/29/2011	192.00		192.00	
1044195	30356	6/29/2011	238.00		238.00	
1044196	30356	6/29/2011	3150.00		3150.00	
1044197	30356	6/29/2011	2610.00		2610.00	
1044198	30356	6/29/2011	144.00		144.00	
1044202	30356	6/30/2011	970.00		970.00	
1044208	30356	6/30/2011	1670.00	289.23	1380.77	11/29/2012
1044209	30356	6/30/2011	4830.00	76.52	4753.48	5/13/2014
1044210	30356	6/30/2011	196.00	1.43	194.57	4/11/2013
1044211	30356	6/30/2011	3270.00		3270.00	
1044214	30356	6/30/2011	752.00	421.00	331.00	11/2/2016
1044215	30356	6/30/2011	4620.00		4620.00	
1044216	30356	6/30/2011	3420.00	609.60	2764.68	3/1/2017
1044217	30356	6/30/2011	65.00		65.00	
1044219	30356	6/30/2011	7410.00		7410.00	
1044220	30356	6/30/2011	228.00		228.00	
1044221	30356	6/30/2011	2672.00	520.00	2152.00	8/29/2016
1044222	30356	6/30/2011	2290.00	1981.94	308.06	10/17/2016
1044223	30356	6/30/2011	597.00		597.00	
1045144	30356	7/12/2011	245.00	50.00	195.00	8/3/2011
1045145	30356	7/12/2011	1085.00	135.36	949.64	11/14/2013
1045146	30356	7/12/2011	548.00		548.00	
1045147	30356	7/12/2011	242.00		242.00	
1045150	30356	7/12/2011	392.00	151.00	241.00	3/30/2016
1045152	30356	7/12/2011	482.00		482.00	
1045153	30356	7/12/2011	6930.00		6930.00	
1045154	30356	7/12/2011	8530.00	493.00	8037.00	10/24/2016
1045202	30356	7/14/2011	3090.00		3090.00	
1045375	30356	7/22/2011	1824.00	116.20	1707.80	4/23/2013
1046641	30356	8/9/2011	2670.00		2670.00	
1046642	30356	8/9/2011	3360.00		3360.00	
1046646	30356	8/9/2011	6240.00		6240.00	
1046647	30356	8/9/2011	630.00		630.00	
1046649	30356	8/9/2011	232.00		232.00	
1046653	30356	8/9/2011	390.00		390.00	
1046654	30356	8/9/2011	36.00	18.13	17.87	8/17/2015
1046655	30356	8/9/2011	2550.00	6.65	2543.35	9/16/2016

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1046657	30356	8/9/2011	178.00	178.00		2/9/2017
1046661	30356	8/9/2011	330.00	365.01	-91.35	2/27/2017
1046662	30356	8/9/2011	354.00	106.73	247.27	12/8/2016
1046668	30356	8/10/2011	2760.00		2760.00	
1046669	30356	8/10/2011	750.00		750.00	
1046670	30356	8/10/2011	3360.00		3360.00	
1046672	30356	8/10/2011	4230.00		4230.00	
1046673	30356	8/10/2011	3360.00	1591.33	1768.67	12/9/2016
1046738	30356	8/11/2011	106.00		106.00	
1046743	30356	8/11/2011	1590.00		1590.00	
1044203	30356	8/31/2011	4290.00		4290.00	
1048790	30356	9/7/2011	4980.00	1062.86	3903.30	5/3/2016
1044218	30356	9/8/2011	7506.00	55.00	7451.00	1/24/2012
1046656	30356	9/8/2011	6210.00		6210.00	
1048792	30356	9/8/2011	322.00		322.00	
1048817	30356	9/8/2011	246.00	20.00	226.00	1/5/2012
1050948	30356	10/13/2011	4200.00		4200.00	
1050949	30356	10/13/2011	78.00		78.00	
1050955	30356	10/13/2011	224.00		224.00	
1050985	30356	10/14/2011	5070.00		5070.00	
1050987	30356	10/14/2011	3690.00		3690.00	
1050988	30356	10/14/2011	422.00		422.00	
1051048	30356	10/18/2011	264.00	200.00	64.00	3/7/2012
1051051	30356	10/18/2011	480.00	258.67	221.33	12/9/2016
1051052	30356	10/18/2011	3930.00	3140.00	790.00	10/17/2016
1051053	30356	10/18/2011	210.00	75.00	135.00	11/4/2011
1051054	30356	10/18/2011	6960.00		6960.00	
1052714	30356	11/2/2011	358.00	260.00	98.00	6/15/2012
1052715	30356	11/2/2011	3900.00	391.04	3508.96	9/15/2016
1052720	30356	11/2/2011	2850.00	2850.00		4/15/2016
1052765	30356	11/3/2011	1770.00	961.26	808.74	11/9/2016
1052766	30356	11/3/2011	378.00	40.00	338.00	6/11/2012
1052767	30356	11/3/2011	2590.00	1794.38	678.05	1/5/2017
1052769	30356	11/3/2011	1242.00		1242.00	
1052772	30356	11/3/2011	242.00	3.43	238.57	1/13/2014
1052776	30356	11/3/2011	1485.00	1182.00	303.00	10/12/2016
1052777	30356	11/3/2011	7050.00		7050.00	
1052778	30356	11/3/2011	6390.00		6390.00	
1052779	30356	11/3/2011	470.00	125.00	345.00	4/13/2012
1054993	30356	12/8/2011	196.00	184.31	11.69	12/14/2015
1054997	30356	12/8/2011	416.00		416.00	
1054998	30356	12/8/2011	248.00		248.00	
1054999	30356	12/8/2011	72.00		72.00	
1055001	30356	12/8/2011	4089.00	1034.00	3055.00	5/16/2013
1055003	30356	12/8/2011	332.00		332.00	
1055005	30356	12/8/2011	236.00		236.00	
1055006	30356	12/8/2011	7380.00	577.68	6776.55	1/25/2017
1055009	30356	12/8/2011	930.00	125.05	804.95	8/23/2013
1055011	30356	12/8/2011	1464.00		1464.00	
1055012	30356	12/8/2011	2640.00	732.19	1907.81	7/23/2013
1056954	30356	1/10/2012	60.00		60.00	
1056955	30356	1/10/2012	1281.00	1281.00		5/3/2016
1056956	30356	1/10/2012	384.00		384.00	
1056957	30356	1/10/2012	226.00		226.00	
1056959	30356	1/10/2012	1104.00		1104.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1056960	30356	1/10/2012	774.00		774.00	
1056961	30356	1/10/2012	3360.00	263.28	3084.99	1/25/2017
1056962	30356	1/10/2012	78.00		78.00	
1056963	30356	1/10/2012	6510.00		6510.00	
1058683	30356	2/3/2012	374.00	210.00	164.00	9/13/2012
1058685	30356	2/3/2012	3780.00		3780.00	
1058686	30356	2/3/2012	408.00		408.00	
1058687	30356	2/3/2012	176.00	25.00	151.00	2/28/2012
1058689	30356	2/3/2012	914.00	50.00	864.00	3/2/2012
1058693	30356	2/3/2012	432.00		432.00	
1058695	30356	2/3/2012	1080.00	186.16	893.84	3/31/2016
1058704	30356	2/3/2012	2020.00	400.00	1620.00	6/6/2012
1058707	30356	2/3/2012	226.00		226.00	
1060577	30356	3/13/2012	710.00		710.00	
1060579	30356	3/13/2012	7950.00		7950.00	
1060580	30356	3/13/2012	2610.00	615.43	1945.79	3/3/2017
1060584	30356	3/13/2012	287.00		287.00	
1060589	30356	3/13/2012	174.00		174.00	
1060590	30356	3/13/2012	2670.00		2670.00	
1060596	30356	3/13/2012	460.00	361.00	99.00	9/11/2014
1060601	30356	3/13/2012	1376.00	726.00	650.00	10/24/2016
1060604	30356	3/13/2012	180.00	2.20	177.80	12/17/2013
1060605	30356	3/13/2012	3024.00	294.00	2730.00	3/12/2013
1062228	30356	4/4/2012	6510.00		6510.00	
1062229	30356	4/4/2012	3780.00	3780.00		6/22/2016
1062232	30356	4/4/2012	2550.00		2550.00	
1062234	30356	4/4/2012	2250.00	179.92	2070.08	9/20/2016
1062236	30356	4/4/2012	3570.00		3570.00	
1062238	30356	4/4/2012	1062.00		1062.00	
1062239	30356	4/4/2012	3750.00		3750.00	
1062240	30356	4/4/2012	714.00		714.00	
1062243	30356	4/4/2012	2130.00		2130.00	
1062244	30356	4/4/2012	2460.00	1017.00	1443.00	3/25/2014
1064524	30356	5/17/2012	570.00	78.42	491.58	12/4/2015
1064525	30356	5/17/2012	4356.00	1311.16	3044.84	5/6/2014
1064526	30356	5/17/2012	186.00	71.16	114.84	1/30/2014
1064527	30356	5/17/2012	2844.00	1768.50	1075.50	12/8/2016
1064528	30356	5/17/2012	2716.00	749.14	1966.86	12/8/2016
1064529	30356	5/17/2012	7230.00	648.10	6581.90	6/28/2016
1064530	30356	5/17/2012	555.00		555.00	
1064531	30356	5/17/2012	510.00	2.44	507.56	7/17/2013
1064534	30356	5/18/2012	244.00		244.00	
1064535	30356	5/18/2012	2640.00	182.00	2458.00	6/22/2016
1064536	30356	5/18/2012	8010.00		8010.00	
1064537	30356	5/18/2012	5370.00		5370.00	
1064538	30356	5/18/2012	14.00		14.00	
1064539	30356	5/18/2012	52.00		52.00	
1064540	30356	5/18/2012	72.00		72.00	
1064541	30356	5/18/2012	3150.00		3150.00	
1064542	30356	5/18/2012	2370.00	37.53	2332.47	5/13/2014
1064543	30356	5/18/2012	1440.00		1440.00	
1064556	30356	5/18/2012	356.00		356.00	
1064558	30356	5/18/2012	3420.00	2371.00	1049.00	9/14/2016
1066255	30356	6/13/2012	256.00	89.04	13.38	1/5/2017
1066256	30356	6/13/2012	364.00		364.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1066257	30356	6/13/2012	366.00	124.00	242.00	11/10/2014
1066258	30356	6/13/2012	172.00		172.00	
1066262	30356	6/13/2012	5370.00	1266.58	4003.04	3/3/2017
1066282	30356	6/13/2012	330.00		330.00	
1066284	30356	6/13/2012	7980.00		7980.00	
1066290	30356	6/13/2012	364.00	199.00	165.00	1/26/2015
1066291	30356	6/13/2012	840.00		840.00	
1066292	30356	6/13/2012	1710.00		1710.00	
1066294	30356	6/13/2012	424.00	30.00	394.00	12/11/2012
1066295	30356	6/13/2012	356.00		356.00	
1068134	30356	7/20/2012	2610.00	120.88	2489.12	12/24/2014
1068138	30356	7/20/2012	4110.00		4110.00	
1068139	30356	7/20/2012	3228.00	2975.13	252.87	4/26/2016
1068141	30356	7/20/2012	3810.00		3810.00	
1068142	30356	7/20/2012	1089.00	76.00	1013.00	3/12/2013
1068143	30356	7/20/2012	2100.00		2100.00	
1068144	30356	7/20/2012	4444.00		4444.00	
1068145	30356	7/20/2012	2058.00	150.00	1908.00	10/15/2012
1068146	30356	7/20/2012	8940.00		8940.00	
1068211	30356	7/24/2012	1920.00		1920.00	
1068212	30356	7/24/2012	780.00		780.00	
1068213	30356	7/24/2012	2478.00		2478.00	
1068218	30356	7/24/2012	76.00		76.00	
1068219	30356	7/24/2012	2610.00		2610.00	
1068220	30356	7/24/2012	791.00	791.00		10/21/2016
1068222	30356	7/24/2012	854.00		854.00	
1068223	30356	7/24/2012	652.00	146.43	505.57	5/20/2015
1068242	30356	7/25/2012	598.00		598.00	
1069518	30356	8/8/2012	212.00	50.00	162.00	11/2/2012
1069519	30356	8/8/2012	696.00	305.83	390.17	11/9/2016
1069520	30356	8/8/2012	1860.00		1860.00	
1069521	30356	8/8/2012	284.00		284.00	
1069603	30356	8/10/2012	3570.00		3570.00	
1069604	30356	8/10/2012	1230.00		1230.00	
1069606	30356	8/10/2012	440.00		440.00	
1069607	30356	8/10/2012	702.00	702.00	-275.72	1/20/2017
1069614	30356	8/13/2012	2670.00		2670.00	
1069616	30356	8/13/2012	3570.00	1840.00	1730.00	7/27/2016
1069617	30356	8/13/2012	228.00		228.00	
1069620	30356	8/13/2012	7254.00	800.00	6454.00	10/24/2016
1069621	30356	8/13/2012	336.00		336.00	
1069622	30356	8/13/2012	64.00	6.84	57.16	12/8/2016
1071332	30356	9/13/2012	110.00		110.00	
1071333	30356	9/13/2012	720.00	196.14	523.86	1/30/2014
1071335	30356	9/13/2012	1744.00		1744.00	
1071336	30356	9/13/2012	690.00		690.00	
1071338	30356	9/13/2012	2640.00		2640.00	
1071339	30356	9/13/2012	2752.00		2752.00	
1071340	30356	9/13/2012	2460.00		2460.00	
1071341	30356	9/13/2012	1590.00		1590.00	
1071342	30356	9/13/2012	378.00	5.36	372.64	1/13/2014
1071343	30356	9/13/2012	2233.00	1195.00	1038.00	1/13/2015
1071344	30356	9/13/2012	4770.00	136.41	4633.59	12/8/2016
1071346	30356	9/13/2012	242.00	150.00	92.00	12/11/2012
1071348	30356	9/13/2012	1176.00		1176.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1073300	30356	10/11/2012	3810.00	65.12	3744.88	3/11/2013
1073302	30356	10/11/2012	540.00		540.00	
1073306	30356	10/11/2012	720.00		720.00	
1073307	30356	10/11/2012	2490.00		2490.00	
1073308	30356	10/11/2012	654.00		654.00	
1073309	30356	10/11/2012	3240.00	3269.85	-30.02	5/31/2016
1073310	30356	10/11/2012	238.00		238.00	
1073311	30356	10/11/2012	1284.00		1284.00	
1073315	30356	10/11/2012	248.00	248.00		11/4/2016
1073462	30356	10/17/2012	4050.00		4050.00	
1075216	30356	11/9/2012	660.00		660.00	
1075217	30356	11/9/2012	364.00		364.00	
1075218	30356	11/9/2012	1980.00		1980.00	
1075219	30356	11/9/2012	720.00	208.00	512.00	9/3/2014
1075244	30356	11/9/2012	570.00		570.00	
1075245	30356	11/9/2012	8340.00	900.00	7440.00	11/28/2016
1075246	30356	11/9/2012	9660.00	1975.00	7685.00	8/18/2015
1075249	30356	11/9/2012	10680.00		10680.00	
1075250	30356	11/9/2012	984.00		984.00	
1075253	30356	11/9/2012	1077.00	258.90	818.10	1/5/2015
1075255	30356	11/9/2012	254.00		254.00	
1075259	30356	11/9/2012	418.00		418.00	
1075263	30356	11/9/2012	5670.00		5670.00	
1075264	30356	11/9/2012	238.00		238.00	
1077101	30356	12/6/2012	216.00	50.49	165.51	1/30/2014
1077103	30356	12/6/2012	1302.00	606.96	608.61	2/22/2017
1077107	30356	12/6/2012	232.00		232.00	
1077109	30356	12/6/2012	4470.00		4470.00	
1077111	30356	12/6/2012	5880.00		5880.00	
1077114	30356	12/6/2012	6060.00		6060.00	
1077117	30356	12/6/2012	228.00		228.00	
1077119	30356	12/6/2012	2910.00	83.20	2826.80	12/8/2016
1077120	30356	12/6/2012	302.00	32.21	269.79	12/8/2016
1077121	30356	12/6/2012	4356.00	50.00	4306.00	3/25/2015
1078928	30356	1/4/2013	5490.00	5490.00		6/22/2016
1078929	30356	1/4/2013	351.00		351.00	
1078932	30356	1/4/2013	50.00		50.00	
1078933	30356	1/4/2013	6330.00	30.24	6299.76	7/17/2013
1078935	30356	1/4/2013	210.00	210.00		6/10/2016
1078937	30356	1/4/2013	12.00		12.00	
1078938	30356	1/4/2013	2772.00	752.00	2020.00	9/30/2016
1078939	30356	1/4/2013	640.00		640.00	
1078941	30356	1/4/2013	336.00		336.00	
1078943	30356	1/4/2013	1485.00	437.23	1047.77	5/20/2015
1078945	30356	1/4/2013	342.00	40.00	302.00	2/20/2013
1079265	30356	1/17/2013	448.00	230.00	218.00	7/5/2016
1079266	30356	1/17/2013	6060.00		6060.00	
1080719	30356	2/6/2013	196.00	68.18	10.25	1/5/2017
1080720	30356	2/6/2013	102.00		102.00	
1080722	30356	2/6/2013	1290.00		1290.00	
1080741	30356	2/6/2013	732.00	8.80	723.20	1/9/2014
1080742	30356	2/6/2013	1128.00	221.70	906.30	1/12/2016
1080743	30356	2/6/2013	190.00	3.12	186.88	2/10/2015
1080744	30356	2/6/2013	5880.00		5880.00	
1080750	30356	2/6/2013	600.00	366.00	234.00	9/7/2016

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1080755	30356	2/6/2013	3600.00		3600.00	
1080757	30356	2/6/2013	480.00		480.00	
1080758	30356	2/6/2013	1680.00		1680.00	
1080760	30356	2/6/2013	639.00	236.00	403.00	4/3/2015
1080761	30356	2/6/2013	848.00	25.00	823.00	10/2/2014
1080762	30356	2/6/2013	30.00		30.00	
1082500	30356	3/6/2013	261.00		261.00	
1082522	30356	3/6/2013	266.00		266.00	
1082524	30356	3/6/2013	3600.00		3600.00	
1082527	30356	3/6/2013	4650.00	58.95	4591.05	7/28/2016
1082528	30356	3/6/2013	500.00		500.00	
1082529	30356	3/6/2013	230.00	230.00	-5.00	6/19/2014
1082530	30356	3/6/2013	726.00		726.00	
1082531	30356	3/7/2013	1196.00		1196.00	
1082532	30356	3/7/2013	2772.00	10.00	2762.00	9/9/2013
1082533	30356	3/7/2013	176.00	25.00	151.00	6/4/2013
1082534	30356	3/7/2013	486.00		486.00	
1082535	30356	3/7/2013	2469.00	1460.00	1009.00	9/13/2016
1082536	30356	3/7/2013	160.00	15.63	144.37	8/30/2016
1082537	30356	3/7/2013	960.00	960.00		9/21/2015
1082539	30356	3/7/2013	3600.00	3105.73	494.27	12/8/2016
1082568	30356	3/7/2013	756.00	143.00	613.00	4/17/2015
1082570	30356	3/7/2013	4830.00	138.12	4691.88	12/8/2016
1082571	30356	3/7/2013	480.00		480.00	
1082572	30356	3/7/2013	340.00		340.00	12/29/2014
1082573	30356	3/7/2013	9990.00	2710.00	7280.00	10/21/2016
1082574	30356	3/7/2013	690.00	690.00		1/13/2017
1084400	30356	4/4/2013	238.00	71.00	167.00	10/3/2013
1084401	30356	4/4/2013	272.00		272.00	
1084402	30356	4/4/2013	5280.00		5280.00	
1084407	30356	4/4/2013	2400.00		2400.00	
1084409	30356	4/4/2013	4920.00		4920.00	
1084410	30356	4/4/2013	2196.00	1080.00	1116.00	7/19/2016
1084413	30356	4/4/2013	480.00	238.99	179.93	1/20/2017
1084417	30356	4/5/2013	238.00	75.00	163.00	5/30/2013
1084418	30356	4/5/2013	5730.00		5730.00	
1084444	30356	4/5/2013	230.00		230.00	
1084445	30356	4/5/2013	2790.00		2790.00	
1084447	30356	4/5/2013	3570.00		3570.00	
1084448	30356	4/5/2013	833.00		833.00	
1084464	30356	4/5/2013	240.00		240.00	
1086119	30356	5/8/2013	1305.00		1305.00	
1086120	30356	5/8/2013	240.00	54.00	186.00	2/19/2014
1086124	30356	5/8/2013	135.00		135.00	
1086125	30356	5/8/2013	2550.00		2550.00	
1086126	30356	5/8/2013	3630.00		3630.00	
1086127	30356	5/8/2013	510.00		510.00	
1086128	30356	5/8/2013	4020.00		4020.00	
1086129	30356	5/8/2013	160.00	2.64	157.36	2/10/2015
1086131	30356	5/8/2013	525.00	525.00		6/10/2016
1086134	30356	5/8/2013	358.00	34.95	323.05	8/30/2016
1086138	30356	5/8/2013	1452.00	1002.00	450.00	10/25/2016
1086139	30356	5/8/2013	246.00		246.00	
1086140	30356	5/8/2013	2926.00		2926.00	
1086145	30356	5/8/2013	466.00		466.00	

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1086148	30356	5/8/2013	344.00		344.00	
1086150	30356	5/8/2013	440.00		440.00	
1086152	30356	5/8/2013	284.00		284.00	
1087692	30356	6/5/2013	210.00		210.00	
1087693	30356	6/5/2013	177.00		177.00	
1087694	30356	6/5/2013	150.00	12.78	137.22	4/21/2016
1087699	30356	6/6/2013	294.00	294.00	-451.00	5/11/2015
1087702	30356	6/6/2013	64.00		64.00	
1087705	30356	6/6/2013	3660.00		3660.00	
1087707	30356	6/6/2013	6862.00	3221.00	3641.00	10/14/2016
1089604	30356	7/9/2013	930.00		930.00	
1089605	30356	7/9/2013	1500.00	753.65	746.35	11/4/2016
1089606	30356	7/9/2013	324.00		324.00	
1089607	30356	7/9/2013	1560.00		1560.00	
1089612	30356	7/9/2013	360.00		360.00	
1089613	30356	7/9/2013	242.00	242.00		3/21/2014
1089614	30356	7/10/2013	10920.00		10920.00	
1089616	30356	7/10/2013	580.00		580.00	
1089617	30356	7/10/2013	1208.00	1208.00	-1.82	6/13/2016
1089618	30356	7/10/2013	432.00		432.00	
1091180	30356	8/2/2013	5580.00	75.00	5505.00	9/27/2013
1091181	30356	8/2/2013	5580.00	1600.00	3980.00	10/1/2015
1091182	30356	8/2/2013	5550.00	123.09	5399.39	1/5/2017
1091184	30356	8/2/2013	5370.00		5370.00	
1091186	30356	8/2/2013	112.00		112.00	
1091188	30356	8/2/2013	572.00		572.00	
1091191	30356	8/2/2013	976.00		976.00	
1091193	30356	8/2/2013	1140.00		1140.00	
1092952	30356	9/6/2013	5760.00	2.39	5757.61	3/30/2015
1092953	30356	9/6/2013	920.00	920.00		10/5/2016
1092956	30356	9/6/2013	2040.00		2040.00	
1092957	30356	9/6/2013	2760.00		2760.00	
1092958	30356	9/6/2013	1590.00		1590.00	
1092962	30356	9/6/2013	142.00		142.00	
1092988	30356	9/6/2013	300.00	300.00		8/3/2016
1092990	30356	9/6/2013	2865.00		2865.00	
1092991	30356	9/6/2013	1778.00	400.00	1378.00	4/3/2014
1092993	30356	9/6/2013	3630.00		3630.00	
1092994	30356	9/6/2013	240.00	67.17	172.83	9/30/2014
1092995	30356	9/6/2013	116.00		116.00	
1092996	30356	9/6/2013	4712.00		4712.00	
1092997	30356	9/6/2013	4378.00	831.48	3546.52	12/8/2016
1092998	30356	9/6/2013	452.00		452.00	
1092999	30356	9/6/2013	2610.00		2610.00	
1093000	30356	9/6/2013	3540.00	1778.50	1761.50	11/4/2016
1093001	30356	9/6/2013	5340.00		5340.00	
1093002	30356	9/6/2013	7620.00		7620.00	
1094683	30356	10/11/2013	1470.00		1470.00	
1094684	30356	10/11/2013	228.00		228.00	
1094685	30356	10/11/2013	5580.00		5580.00	
1094686	30356	10/11/2013	3570.00		3570.00	
1094687	30356	10/11/2013	3600.00	618.15	2981.85	11/18/2015
1094688	30356	10/11/2013	348.00	175.00	173.00	9/15/2014
1094689	30356	10/11/2013	430.00	430.00		6/10/2016
1094690	30356	10/11/2013	462.00		462.00	

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1094691	30356	10/11/2013	606.00		606.00	
1094692	30356	10/11/2013	2640.00	2640.00		1/13/2017
1094693	30356	10/11/2013	5430.00		5430.00	
1094694	30356	10/11/2013	3600.00		3600.00	
1094695	30356	10/11/2013	348.00		348.00	
1094697	30356	10/11/2013	386.00		386.00	
1094698	30356	10/11/2013	262.00		262.00	
1094699	30356	10/11/2013	6750.00		6750.00	
1097594	30356	12/3/2013	3600.00		3600.00	
1097596	30356	12/3/2013	228.00		228.00	
1097598	30356	12/3/2013	1020.00		1020.00	
1097599	30356	12/3/2013	232.00		232.00	
1097600	30356	12/3/2013	3660.00	311.28	3348.72	4/21/2016
1097602	30356	12/3/2013	3630.00		3630.00	
1097603	30356	12/3/2013	126.00		126.00	
1097604	30356	12/3/2013	428.00	25.00	403.00	3/22/2016
1097605	30356	12/3/2013	668.00		667.69	1/5/2017
1097607	30356	12/3/2013	242.00	130.00	112.00	7/22/2015
1097608	30356	12/3/2013	7020.00		7020.00	
1097859	30356	12/13/2013	2910.00		2910.00	
1097861	30356	12/13/2013	94.00		94.00	
1097862	30356	12/13/2013	3540.00	2593.32	946.68	5/23/2016
1097868	30356	12/16/2013	3660.00		3660.00	
1097869	30356	12/16/2013	10380.00	131.00	10249.00	8/1/2016
1097870	30356	12/16/2013	1950.00	190.42	1759.58	8/30/2016
1097871	30356	12/16/2013	152.00		152.00	
1097874	30356	12/16/2013	1050.00		1050.00	
1097876	30356	12/16/2013	3210.00	229.21	2980.79	10/14/2016
1097877	30356	12/16/2013	1199.00		1199.00	
1099163	30356	1/29/2014	330.00	233.03	93.44	1/26/2017
1099164	30356	1/29/2014	1230.00	533.92	696.08	11/9/2016
1099165	30356	1/29/2014	3600.00		3600.00	
1099167	30356	1/29/2014	548.00		548.00	
1099168	30356	1/29/2014	575.00		575.00	
1099169	30356	1/29/2014	3840.00		3840.00	
1099170	30356	1/29/2014	1380.00	39.47	1340.53	12/8/2016
1099173	30356	1/29/2014	6750.00		6750.00	
1100060	30356	2/14/2014	3450.00		3450.00	
1100061	30356	2/14/2014	3810.00	3723.22	86.78	11/6/2015
1100063	30356	2/14/2014	5640.00		5640.00	
1100066	30356	2/14/2014	10.00		10.00	
1100070	30356	2/14/2014	750.00	325.56	424.44	11/9/2016
1100071	30356	2/14/2014	360.00	209.96	150.04	12/8/2016
11000100	30356	2/18/2014	595.00		595.00	
1100097	30356	2/18/2014	580.00	353.32	226.68	5/13/2016
1100098	30356	2/18/2014	170.00		170.00	
1100158	30356	2/21/2014	1350.00		1350.00	
1100161	30356	2/21/2014	930.00		930.00	
1100163	30356	2/21/2014	240.00		240.00	
1101327	30356	3/26/2014	1183.00	237.00	946.00	5/1/2014
1101329	30356	3/26/2014	80.00		80.00	
1101336	30356	3/26/2014	428.00		428.00	
1101338	30356	3/26/2014	78.00		78.00	
1101340	30356	3/26/2014	268.00		268.00	
1101342	30356	3/26/2014	819.00	819.00		5/12/2016

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1101345	30356	3/26/2014	5490.00	256.00	5234.00	3/31/2016
1101347	30356	3/26/2014	448.00	194.30	253.70	11/9/2016
1102387	30356	4/17/2014	104.00	45.69	58.31	11/9/2016
1102388	30356	4/17/2014	780.00		780.00	
1102392	30356	4/17/2014	138.00	23.70	114.30	11/18/2015
1102395	30356	4/17/2014	294.00	15.81	268.21	1/24/2017
1102396	30356	4/17/2014	870.00	84.96	785.04	8/30/2016
1102482	30356	4/28/2014	5280.00		5280.00	
1102483	30356	4/28/2014	5490.00		5490.00	
1102484	30356	4/28/2014	2130.00		2130.00	
1102486	30356	4/28/2014	100.00		100.00	
1102488	30356	4/28/2014	2730.00		2730.00	
1103301	30356	5/7/2014	3810.00		3810.00	
1103305	30356	5/7/2014	162.00		162.00	
1103308	30356	5/7/2014	224.00		224.00	
1103309	30356	5/7/2014	1860.00		1860.00	
1103310	30356	5/7/2014	1230.00	25.00	1205.00	4/10/2015
1103326	30356	5/8/2014	150.00		150.00	
1103332	30356	5/8/2014	102.00		102.00	
1103339	30356	5/8/2014	364.00	78.22	285.78	10/19/2016
1103340	30356	5/8/2014	2040.00		2040.00	
1103341	30356	5/8/2014	1200.00	1200.00	-483.15	3/1/2017
1103342	30356	5/8/2014	24.00		24.00	
1103344	30356	5/8/2014	464.00		464.00	
1104304	30356	6/4/2014	1368.00	1188.00	180.00	8/30/2016
1104305	30356	6/4/2014	880.00		880.00	
1104307	30356	6/4/2014	1358.00		1294.86	1/5/2017
1104310	30356	6/4/2014	3600.00		3600.00	
1104311	30356	6/4/2014	750.00		750.00	
1104312	30356	6/4/2014	2040.00	189.00	1851.00	4/8/2016
1105365	30356	7/3/2014	2100.00	2100.00		10/13/2016
1105366	30356	7/3/2014	3660.00		3660.00	
1105367	30356	7/3/2014	368.00		368.00	
1105369	30356	7/3/2014	395.00		395.00	
1105373	30356	7/3/2014	360.00		360.00	
1105374	30356	7/3/2014	3660.00		3660.00	
1105379	30356	7/3/2014	2076.00	708.00	1368.00	6/17/2016
1105381	30356	7/3/2014	5370.00	690.00	4680.00	8/15/2016
1105395	30356	7/7/2014	570.00		570.00	
1105396	30356	7/7/2014	3780.00		3780.00	
1105397	30356	7/7/2014	2730.00		2730.00	
1105398	30356	7/7/2014	600.00	600.00	-952.34	3/1/2017
1105399	30356	7/7/2014	9300.00		9300.00	
1105408	30356	7/8/2014	574.00	200.00	374.00	5/11/2015
1105416	30356	7/8/2014	1376.00	924.85	451.15	11/2/2016
1106537	30356	8/13/2014	176.00		176.00	
1106607	30356	8/19/2014	200.00		200.00	
1106608	30356	8/19/2014	135.00	102.97	32.03	11/30/2015
1106610	30356	8/19/2014	4770.00	1779.42	2990.58	11/9/2016
1106612	30356	8/19/2014	536.00		536.00	
1106615	30356	8/19/2014	302.00		302.00	
1106616	30356	8/19/2014	2788.00		2788.00	
1106617	30356	8/19/2014	7140.00	327.00	6813.00	10/20/2016
1106619	30356	8/19/2014	186.00		186.00	
1106620	30356	8/19/2014	564.00	50.00	514.00	9/10/2014

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1106621	30356	8/19/2014	1950.00	449.29	1500.71	9/9/2016
1106622	30356	8/19/2014	1220.00		1220.00	
1107617	30356	9/10/2014	246.00	62.00	184.00	10/7/2014
1107618	30356	9/10/2014	1650.00	1650.00	-1168.87	10/14/2016
1107619	30356	9/10/2014	660.00	132.42	527.58	9/15/2016
1107622	30356	9/10/2014	258.00	112.47	145.53	11/9/2016
1107624	30356	9/10/2014	810.00		810.00	
1107625	30356	9/10/2014	2580.00		2580.00	
1107628	30356	9/10/2014	360.00	217.98	142.02	11/4/2016
1107629	30356	9/10/2014	363.00	175.04	182.56	1/5/2017
1107630	30356	9/10/2014	2250.00	1523.75	726.25	12/8/2016
1107633	30356	9/10/2014	3840.00		3840.00	
1107634	30356	9/10/2014	5910.00		5910.00	
1108976	30356	10/14/2014	3270.00		3270.00	
1108978	30356	10/14/2014	194.00	9.50	184.50	9/21/2016
1108979	30356	10/14/2014	2380.00		2380.00	
1108980	30356	10/14/2014	3363.00	350.00	3013.00	10/10/2016
1108982	30356	10/14/2014	732.00		732.00	
1108983	30356	10/14/2014	7890.00	1651.54	6153.95	1/26/2017
1108996	30356	10/14/2014	968.00	600.00	368.00	10/28/2015
1108999	30356	10/14/2014	24.00		24.00	
1109000	30356	10/14/2014	338.00		338.00	
1109003	30356	10/14/2014	3750.00		3750.00	
1109004	30356	10/14/2014	840.00	50.00	790.00	11/4/2014
1109008	30356	10/15/2014	5520.00		5520.00	
1109011	30356	10/15/2014	7740.00		7740.00	
1109012	30356	10/15/2014	360.00		360.00	
1110192	30356	11/24/2014	850.00		850.00	
1110199	30356	11/24/2014	4140.00	2427.00	1713.00	9/29/2016
1110201	30356	11/24/2014	366.00		366.00	
1110209	30356	11/24/2014	94.00		94.00	
1110220	30356	11/25/2014	1080.00		1080.00	
1110223	30356	11/25/2014	960.00		960.00	
1110229	30356	11/25/2014	3660.00	142.00	3518.00	3/3/2016
1110230	30356	11/25/2014	696.00		696.00	
1110231	30356	11/25/2014	240.00		240.00	
1110232	30356	11/25/2014	1628.00	100.00	1528.00	10/21/2016
1110240	30356	11/25/2014	3540.00		3540.00	
1110241	30356	11/25/2014	4734.00	836.00	3898.00	9/22/2016
1110242	30356	11/25/2014	3630.00		3630.00	
1110243	30356	11/25/2014	2880.00	798.00	2082.00	6/20/2016
1110245	30356	11/25/2014	3600.00		3600.00	
1110246	30356	11/25/2014	1060.00	427.42	632.58	11/9/2016
1110247	30356	11/25/2014	3450.00		3450.00	
1111258	30356	12/17/2014	3360.00		3360.00	
1111259	30356	12/17/2014	339.00		339.00	
1111260	30356	12/17/2014	4170.00		4170.00	
1111265	30356	12/17/2014	8010.00	177.62	7792.66	1/5/2017
1111266	30356	12/17/2014	3780.00		3780.00	
1111267	30356	12/17/2014	8580.00		8580.00	
1111274	30356	12/17/2014	1278.00		1278.00	3/3/2016
1111276	30356	12/17/2014	5490.00	100.00	5390.00	2/11/2015
1111277	30356	12/17/2014	3450.00		3450.00	
1112685	30356	1/26/2015	108.00		108.00	
1112686	30356	1/26/2015	188.00		188.00	

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1112688	30356	1/26/2015	2759.00		2759.00	
1112689	30356	1/26/2015	2136.00		2136.00	
1112691	30356	1/26/2015	960.00		960.00	
1112697	30356	1/27/2015	250.00		250.00	
1112698	30356	1/27/2015	4305.00		4305.00	
1112701	30356	1/27/2015	1804.00	1050.00	754.00	8/1/2016
1112702	30356	1/27/2015	1200.00	40.00	1160.00	6/30/2016
1112704	30356	1/27/2015	1416.00	1224.00	192.00	9/30/2016
1112708	30356	1/27/2015	1414.00	303.82	1110.18	10/19/2016
1112710	30356	1/27/2015	8010.00	854.25	7155.75	12/8/2016
1112742	30356	1/29/2015	5700.00		5700.00	
1113745	30356	2/13/2015	3390.00		3390.00	
1113748	30356	2/13/2015	1140.00		1140.00	
1113749	30356	2/13/2015	3960.00		3960.00	
1113751	30356	2/13/2015	382.00		382.00	
1113774	30356	2/19/2015	10830.00		10830.00	
1113776	30356	2/19/2015	343.00		343.00	
1113778	30356	2/19/2015	3570.00		3570.00	
1113779	30356	2/19/2015	360.00		317.75	1/5/2017
1113780	30356	2/19/2015	384.00		384.00	
1114878	30356	3/18/2015	280.00		280.00	
1114879	30356	3/18/2015	1170.00	448.54	721.46	11/9/2016
1114883	30356	3/18/2015	136.00		136.00	
1114884	30356	3/18/2015	283.00	25.00	258.00	4/14/2015
1114886	30356	3/18/2015	4260.00	474.05	3785.95	9/9/2016
1114887	30356	3/18/2015	714.00		714.00	
1116244	30356	4/24/2015	3090.00	29.01	3060.99	12/8/2016
1116245	30356	4/24/2015	4740.00		4740.00	
1116246	30356	4/24/2015	410.00		410.00	
1116247	30356	4/24/2015	1050.00		1050.00	
1116248	30356	4/24/2015	1380.00	550.00	830.00	10/13/2016
1116249	30356	4/24/2015	196.00		196.00	
1116253	30356	4/24/2015	2820.00		2820.00	
1116254	30356	4/24/2015	5460.00		5460.00	
1116255	30356	4/24/2015	591.00		591.00	
1116256	30356	4/24/2015	7920.00		7920.00	
1116257	30356	4/24/2015	712.00	25.00	687.00	3/2/2016
1117117	30356	5/6/2015	360.00		360.00	
1117119	30356	5/6/2015	2490.00		2490.00	
1117120	30356	5/6/2015	3990.00	735.00	3255.00	10/24/2016
1117121	30356	5/6/2015	1389.00	50.00	1339.00	7/6/2015
1117130	30356	5/6/2015	3230.00		3230.00	
1117132	30356	5/6/2015	240.00	100.00	140.00	12/10/2015
1117133	30356	5/6/2015	3060.00	657.39	2402.61	10/19/2016
1117134	30356	5/6/2015	570.00		570.00	
1117135	30356	5/6/2015	5100.00		5100.00	
1118597	30356	6/16/2015	5100.00		5100.00	
1118599	30356	6/16/2015	6180.00		6180.00	
1118600	30356	6/16/2015	248.00		248.00	
1118601	30356	6/16/2015	642.00	344.58	297.42	11/9/2016
1118604	30356	6/16/2015	1980.00	1290.73	652.33	1/5/2017
1118605	30356	6/16/2015	1506.00	728.00	778.00	10/20/2016
1118606	30356	6/16/2015	3630.00		3630.00	
1118607	30356	6/16/2015	2310.00	1800.00	510.00	10/6/2016
1118615	30356	6/16/2015	3240.00	2237.33	1002.67	5/23/2016

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1118620	30356	6/16/2015	480.00	201.00	279.00	5/3/2016
1118621	30356	6/16/2015	688.00	440.00	248.00	9/23/2016
1118622	30356	6/16/2015	3841.00	3841.00		6/13/2016
1118624	30356	6/16/2015	1452.00	1452.00		6/6/2016
1118625	30356	6/16/2015	426.00	421.00	5.00	6/7/2016
1119693	30356	7/8/2015	6.00	6.00		10/7/2015
1119694	30356	7/8/2015	60.00		60.00	
1119695	30356	7/8/2015	3150.00		3150.00	
1119971	30356	7/24/2015	4800.00		4800.00	
1119975	30356	7/24/2015	368.00		368.00	
1119976	30356	7/24/2015	3.00		3.00	
1119977	30356	7/24/2015	534.00	234.00	300.00	1/14/2016
1119979	30356	7/24/2015	452.00		452.00	
1119981	30356	7/24/2015	1680.00		1156.00	5/12/2016
1119983	30356	7/24/2015	984.00	600.00	384.00	8/18/2016
1119984	30356	7/24/2015	2430.00		2430.00	
1119985	30356	7/24/2015	1980.00		1980.00	
1121274	30356	8/26/2015	294.00	294.00		6/16/2016
1121275	30356	8/26/2015	5111.00		5111.00	
1121276	30356	8/26/2015	5760.00		5760.00	
1121277	30356	8/26/2015	426.00		426.00	
1121281	30356	8/26/2015	2527.00	75.00	2452.00	10/15/2015
1121284	30356	8/26/2015	2770.00	1200.00	1570.00	9/15/2016
1121287	30356	8/26/2015	6180.00		6180.00	
1121288	30356	8/26/2015	3540.00		3540.00	
1122150	30356	9/3/2015	6720.00	63.08	6656.92	12/8/2016
1122151	30356	9/3/2015	579.00	325.00	254.00	10/6/2016
1122152	30356	9/3/2015	3570.00	3570.00		6/13/2016
1122170	30356	9/4/2015	2670.00		2670.00	
1122172	30356	9/4/2015	4290.00		4290.00	
1122173	30356	9/4/2015	242.00		242.00	
1122188	30356	9/8/2015	8460.00		8460.00	
1122190	30356	9/8/2015	1572.00		1572.00	
1122191	30356	9/8/2015	6840.00		6840.00	
1122192	30356	9/8/2015	3660.00		3660.00	
1122390	30356	9/17/2015	138.00		138.00	
1122391	30356	9/17/2015	1620.00		1620.00	
1122392	30356	9/17/2015	210.00		210.00	
1122393	30356	9/17/2015	423.00	308.11	114.89	11/2/2016
1122395	30356	9/17/2015	8040.00		8040.00	
1122396	30356	9/17/2015	3480.00		3480.00	
1122662	30356	10/2/2015	4890.00		4890.00	
1123432	30356	10/6/2015	4710.00		4710.00	
1123434	30356	10/6/2015	5130.00		5130.00	
1123435	30356	10/6/2015	5460.00	1110.00	4350.00	10/20/2016
1123436	30356	10/6/2015	30.00		30.00	
1123719	30356	10/21/2015	1545.00		1545.00	
1123720	30356	10/21/2015	412.00		412.00	
1123721	30356	10/22/2015	4680.00	3050.81	1541.88	1/5/2017
1123722	30356	10/22/2015	2594.00	300.00	2294.00	10/19/2016
1123723	30356	10/22/2015	3680.00		3680.00	
1123737	30356	10/22/2015	1740.00		1740.00	
1124719	30356	11/9/2015	3570.00		3570.00	
1124720	30356	11/9/2015	5700.00		5700.00	
1124721	30356	11/9/2015	3690.00		3690.00	

APPLICATION FOR DISCHARGE OF ACCOUNTABILITY, PURSUANT TO GOV. CODE SECTION 25259
JUVENILE COST OF CARE AND ELECTRONIC SURVEILLANCE OF MINORS FEES

DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1124722	30356	11/9/2015	218.00		218.00	
1124761	30356	11/12/2015	600.00		600.00	
1124762	30356	11/12/2015	30.00		30.00	
1124852	30356	11/18/2015	3123.00	1200.00	1923.00	10/20/2016
1124863	30356	11/19/2015	812.00	100.00	712.00	12/22/2015
1124865	30356	11/19/2015	7890.00		7890.00	
1124871	30356	11/19/2015	640.00	200.00	440.00	8/30/2016
1124873	30356	11/19/2015	1680.00		1680.00	
1126100	30356	12/22/2015	30.00	30.00		6/9/2016
1126101	30356	12/22/2015	2670.00		2670.00	
1126103	30356	12/22/2015	3570.00		3570.00	
1126120	30356	12/22/2015	5340.00		5340.00	
1126122	30356	12/22/2015	5430.00	196.04	5233.96	11/4/2016
1126123	30356	12/22/2015	426.00		426.00	
1126124	30356	12/22/2015	88.00		88.00	
1126126	30356	12/22/2015	490.00		490.00	
1126128	30356	12/22/2015	60.00		60.00	
1127324	30356	1/28/2016	304.00		304.00	
1127332	30356	1/28/2016	4380.00		4380.00	
1127333	30356	1/28/2016	6000.00		6000.00	
1127336	30356	1/28/2016	3990.00		3990.00	
1127338	30356	1/28/2016	1281.00		1281.00	
1127339	30356	1/28/2016	1552.00	350.00	1202.00	10/19/2016
1127341	30356	1/28/2016	750.00		750.00	
1127342	30356	1/28/2016	345.00		345.00	
1127343	30356	1/28/2016	7500.00		7500.00	
1130745	30356	4/7/2016	36.00	36.00		5/2/2016
1130750	30356	4/8/2016	1269.00	106.88	1162.12	11/2/2016
1130757	30356	4/8/2016	5340.00		5340.00	
1130786	30356	4/12/2016	408.00		408.00	
1130788	30356	4/13/2016	5880.00		5880.00	
1130797	30356	4/13/2016	8040.00		8040.00	
1130798	30356	4/13/2016	564.00		564.00	
1130799	30356	4/13/2016	6450.00		6450.00	
1130802	30356	4/13/2016	5460.00		5460.00	
1130842	30356	4/18/2016	1080.00		1080.00	
1130850	30356	4/18/2016	3570.00		3570.00	
1130854	30356	4/18/2016	2054.00	50.00	2004.00	10/5/2016
1130860	30356	4/18/2016	5610.00		5610.00	
1130927	30356	4/21/2016	6120.00		6120.00	
1130944	30356	4/22/2016	636.00		636.00	
1130949	30356	4/22/2016	4170.00		4170.00	
1130958	30356	4/25/2016	3660.00		3660.00	
1130960	30356	4/25/2016	1050.00		1050.00	
1130964	30356	4/25/2016	171.00		171.00	
1130965	30356	4/25/2016	4260.00		4260.00	
1131120	30356	5/2/2016	663.00	10.00	653.00	8/11/2016
1131123	30356	5/2/2016	444.00	172.00	272.00	10/20/2016
1131900	30356	5/4/2016	1161.00	100.00	1061.00	10/21/2016
1131902	30356	5/4/2016	3780.00		3780.00	
1131903	30356	5/5/2016	4260.00		4260.00	
1131904	30356	5/5/2016	330.00		330.00	
1131924	30356	5/6/2016	3150.00		3150.00	
1131925	30356	5/6/2016	5460.00		5460.00	
1131929	30356	5/6/2016	48.00		48.00	

APPLICATION FOR DISCHARGE OF ACCOUNTABILITY, PURSUANT TO GOV. CODE SECTION 25259
JUVENILE COST OF CARE AND ELECTRONIC SURVEILLANCE OF MINORS FEES

DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1131930	30356	5/6/2016	720.00		720.00	
1131935	30356	5/6/2016	240.00		240.00	
1132000	30356	5/10/2016	132.00		132.00	
1132001	30356	5/10/2016	2400.00			
1132006	30356	5/10/2016	3000.00		3000.00	
1132021	30356	5/11/2016	585.00		585.00	
1132022	30356	5/11/2016	594.00		594.00	
1132023	30356	5/11/2016	3570.00		3570.00	
1132029	30356	5/11/2016	807.00		807.00	
1132140	30356	5/23/2016	5370.00		5370.00	
1132990	30356	6/13/2016	5430.00		5430.00	
1132994	30356	6/13/2016	3420.00	3420.00		6/28/2016
1132995	30356	6/13/2016	6210.00		6210.00	
1132999	30356	6/13/2016	260.00		260.00	
1133035	30356	6/13/2016	8040.00		8040.00	
1133093	30356	6/15/2016	7200.00		7200.00	
1133153	30356	6/20/2016	255.00	255.00		8/29/2016
1133235	30356	6/30/2016	780.00		780.00	
1133239	30356	6/30/2016	1602.00		1602.00	
1134025	30356	7/7/2016	525.00	200.00	325.00	8/2/2016
1134038	30356	7/7/2016	5278.00	450.00	4828.00	10/14/2016
1134055	30356	7/8/2016	378.00	50.00	328.00	10/19/2016
1134074	30356	7/11/2016	1540.00		1540.00	
1134261	30356	7/25/2016	3990.00		3990.00	
1134316	30356	8/1/2016	1140.00		1140.00	
1134320	30356	8/1/2016	684.00		684.00	
1135062	30356	8/2/2016	3660.00		3660.00	
1135064	30356	8/2/2016	2490.00		2490.00	
1135082	30356	8/3/2016	5520.00		5520.00	
1135098	30356	8/3/2016	3480.00		3480.00	
1135191	30356	8/8/2016	150.00		150.00	
1135197	30356	8/8/2016	30.00		30.00	
1135222	30356	8/9/2016	3540.00		3540.00	
1135223	30356	8/9/2016	2160.00		2160.00	
1135225	30356	8/9/2016	5340.00		5340.00	
1135227	30356	8/9/2016	5940.00		5940.00	
1135230	30356	8/10/2016	1920.00			
1135238	30356	8/10/2016	2700.00		2700.00	
1135244	30356	8/10/2016	228.00	228.00		9/6/2016
1135254	30356	8/10/2016	630.00		630.00	
1135265	30356	8/11/2016	5430.00	200.00	5230.00	9/29/2016
1135299	30356	8/15/2016	3570.00	150.00	3420.00	9/9/2016
1135300	30356	8/15/2016	1260.00		1260.00	
1135315	30356	8/16/2016	7950.00		7950.00	
1135342	30356	8/18/2016	126.00		126.00	
1135397	30356	8/22/2016	3270.00		3270.00	
1135402	30356	8/22/2016	546.00	25.00	521.00	10/11/2016
1135514	30356	8/26/2016	2940.00		2940.00	
1135522	30356	8/26/2016	3450.00		3450.00	
1136512	30356	9/8/2016	6210.00		6210.00	
1136565	30356	9/13/2016	600.00		600.00	
1136588	30356	9/14/2016	2310.00		2310.00	
1136623	30356	9/16/2016	3570.00		3570.00	
1136628	30356	9/16/2016	4440.00		4440.00	
1140748	30356	1/17/2017	324.00		324.00	

APPLICATION FOR DISCHARGE OF ACCOUNTABILITY, PURSUANT TO GOV. CODE SECTION 25259
JUVENILE COST OF CARE AND ELECTRONIC SURVEILLANCE OF MINORS FEES

DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1140750	30356	1/17/2017	324.00		324.00	
1107867	30356A	9/19/2014	39.00		39.00	
1107869	30356A	9/19/2014	5.00		5.00	
1107870	30356A	9/19/2014	198.00		198.00	
1107871	30356A	9/19/2014	182.00	4.00	178.00	12/1/2014
1107873	30356A	9/19/2014	68.00		68.00	
1107874	30356A	9/19/2014	108.00		108.00	
1107875	30356A	9/19/2014	119.00		119.00	
1107876	30356A	9/19/2014	115.00		115.00	
1107878	30356A	9/19/2014	52.00		52.00	
1107879	30356A	9/19/2014	175.00		175.00	
1107883	30356A	9/19/2014	70.00		70.00	
1107884	30356A	9/19/2014	112.00		112.00	
1107885	30356A	9/19/2014	13.00		13.00	
1107886	30356A	9/19/2014	254.00		254.00	
1107887	30356A	9/19/2014	5.00		5.00	
1107890	30356A	9/19/2014	116.00		116.00	
1107891	30356A	9/19/2014	141.00	104.00	37.00	4/17/2015
1107893	30356A	9/19/2014	55.00		55.00	
1107894	30356A	9/19/2014	120.00		120.00	
1108977	30356A	10/14/2014	163.00		163.00	
1108984	30356A	10/14/2014	12.00		12.00	
1108985	30356A	10/14/2014	96.00		96.00	
1109001	30356A	10/14/2014	221.00		221.00	
1109005	30356A	10/14/2014	154.00		154.00	
1110193	30356A	11/24/2014	100.00		100.00	
1110221	30356A	11/25/2014	16.00		16.00	
1110233	30356A	11/25/2014	262.00		262.00	
1110235	30356A	11/25/2014	47.00		47.00	
1110244	30356A	11/25/2014	18.00	18.00		5/12/2016
1111270	30356A	12/17/2014	122.00		122.00	
1112687	30356A	1/26/2015	122.00		122.00	
1112709	30356A	1/27/2015	10.00		10.00	
1113738	30356A	2/13/2015	265.00		265.00	
1113773	30356A	2/19/2015	121.00		121.00	
1113775	30356A	2/19/2015	118.00		118.00	
1113777	30356A	2/19/2015	134.00		134.00	
1114882	30356A	3/18/2015	70.00		70.00	
1116250	30356A	4/24/2015	179.00		179.00	
1116252	30356A	4/24/2015	108.00		108.00	
1117131	30356A	5/6/2015	50.00	50.00		6/30/2016
1117136	30356A	5/6/2015	12.00		12.00	
1118602	30356A	6/16/2015	154.00		154.00	
1118603	30356A	6/16/2015	105.00		105.00	
1118623	30356A	6/16/2015	118.00		118.00	
1119982	30356A	7/24/2015	183.00		183.00	
1121280	30356A	8/26/2015	121.00		121.00	
1121283	30356A	8/26/2015	117.00		117.00	
1121285	30356A	8/26/2015	45.00		45.00	
1122153	30356A	9/3/2015	130.00		130.00	
1122169	30356A	9/4/2015	128.00		128.00	
1122171	30356A	9/4/2015	115.00		115.00	
1122394	30356A	9/17/2015	22.00		22.00	
1122504	30356A	9/23/2015	123.00		123.00	
1123433	30356A	10/6/2015	21.00		21.00	

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DEBTOR#	CLIENT#	DT-ASSIGN	PN-ASSIGN	PRIN COL	TOTAL BAL	LST PAY
1123738	30356A	10/22/2015	212.00		212.00	
1123739	30356A	10/22/2015	40.00		40.00	
1123741	30356A	10/22/2015	88.00		88.00	
1124859	30356A	11/18/2015	35.00		35.00	
1124860	30356A	11/18/2015	121.00		121.00	
1124864	30356A	11/19/2015	195.00		195.00	
1124870	30356A	11/19/2015	11.00		11.00	
1124872	30356A	11/19/2015	119.00		119.00	
1124874	30356A	11/19/2015	232.00		232.00	
1126102	30356A	12/22/2015	119.00		119.00	
1126104	30356A	12/22/2015	167.00		167.00	
1126105	30356A	12/22/2015	179.00		179.00	
1126107	30356A	12/22/2015	41.00		41.00	
1126108	30356A	12/22/2015	204.00		204.00	
1126109	30356A	12/22/2015	88.00		88.00	
1126110	30356A	12/22/2015	111.00		111.00	
1126121	30356A	12/22/2015	5.00		5.00	
1126125	30356A	12/22/2015	111.00		111.00	
1126127	30356A	12/22/2015	21.00		21.00	
1127331	30356A	1/28/2016	143.00		143.00	
1127334	30356A	1/28/2016	148.00		148.00	
1127337	30356A	1/28/2016	179.00		179.00	
1130758	30356A	4/11/2016	182.00		182.00	
1130811	30356A	4/14/2016	105.00		105.00	
1130812	30356A	4/14/2016	172.00		172.00	
1130849	30356A	4/18/2016	46.00		46.00	
1130916	30356A	4/21/2016	118.00		118.00	
1130917	30356A	4/21/2016	293.00		293.00	
1130961	30356A	4/25/2016	81.00		81.00	
1131124	30356A	5/2/2016	149.00		149.00	
1131899	30356A	5/4/2016	56.00		56.00	
1131917	30356A	5/5/2016	184.00	87.00	97.00	5/25/2016
1132141	30356A	5/23/2016	52.00		52.00	
1132142	30356A	5/23/2016	126.00		126.00	
1133022	30356A	6/13/2016	104.00		104.00	
1133095	30356A	6/15/2016	28.00		28.00	
1133963	30356A	7/5/2016	132.00		132.00	
1134056	30356A	7/8/2016	27.00		27.00	
1134075	30356A	7/11/2016	4.00		4.00	
1134317	30356A	8/1/2016	81.00		81.00	
1135058	30356A	8/2/2016	99.00	99.00		9/15/2016
1135067	30356A	8/2/2016	86.00	86.00		8/19/2016
1135080	30356A	8/3/2016	1.00		1.00	
1135101	30356A	8/4/2016	115.00		115.00	
1135142	30356A	8/5/2016	39.00		39.00	
1135224	30356A	8/9/2016	16.00		16.00	
1135241	30356A	8/10/2016	117.00		117.00	
1135245	30356A	8/10/2016	17.00	17.00		10/3/2016
1135301	30356A	8/15/2016	121.00		121.00	
1135520	30356A	8/26/2016	24.00		24.00	
1135549	30356A	8/30/2016	30.00		30.00	
1136589	30356A	9/15/2016	77.00		77.00	
					\$ 8,793,588	



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer
Date: December 12, 2017

Subject: CONTINUE the emergency action for the Morgan Territory Road Slide Repair project, Clayton area.

RECOMMENDATION(S):

CONTINUE the emergency action originally taken by the Board of Supervisors on March 7, 2017, pursuant to Public Contract Code Sections 22035 and 22050, to repair the Morgan Territory Road Slide Repair Project, as recommended by the Interim Public Works Director, Clayton area. Project No. 0672-6U6203 (District III)

FISCAL IMPACT:

The total cost of the project is not expected to exceed \$6,000,000. The project will be funded by Local Road Funds (100%). County staff is actively pursuing reimbursement through the Federal Emergency Management Agency (FEMA) as a result of the State and Federal emergency declarations.

BACKGROUND:

On March 7, 2017, the Board of Supervisors declared an emergency and authorized the Public Works Director to proceed in the most expeditious manner to repair Morgan Territory Road approximately 1 mile south of Marsh Creek Road.

The repair work requires the installation of two structural retaining wall systems, excavation and backfill of embankment between the wall systems, reconstruction of pavement, drainage improvements, and pavement striping. Public Works Department

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Kevin Emigh,
925.313.2233

cc:

BACKGROUND: (CONT'D)

staff completed the road repair design and requested prices for the necessary equipment, services, and supplies to perform the emergency repair project as expeditiously as possible. The resulting price quotes were received on May 23, 2017. On June 1, 2017, the Public Works Director signed a construction contract with Flatiron West, Inc. to perform the emergency repair work.

The emergency repairs began on July 17, 2017 and was substantially completed and opened to public traffic on November 18, 2017. During the construction period, Morgan Territory Road was closed at the slide site and local traffic used a temporary access on Leon Drive through the Marsh Creek Detention Facility driveway. The Public Works Director signed an agreement, "License Agreement for Temporary Use of Private Road (Leon Drive)", with each owner of Leon Drive for public use of the private road as needed for the duration of the construction phase of the emergency repairs. On November 18, 2017, the Leon Drive temporary access was closed to public traffic.

The temporary detour road on Leon Drive must be repaved prior to returning it to the owners in accordance with the signed License Agreement. The County plans to utilize the existing contract with Granite Rock Company to repave Leon Drive in December. The emergency action will be continued until the repairs to Leon Drive are completed.

Public Contract Code Section 22050 requires that, for a body that meets weekly, the need to continue the emergency declaration be reviewed at least every 14 days until the local emergency is terminated. Since the conditions that warranted the emergency declaration persist, it is appropriate for the Board to continue the emergency actions regarding the hazardous conditions caused by storm damage.

CONSEQUENCE OF NEGATIVE ACTION:

Non-concurrence at this point in the project could cause delays in completion of the slide repairs.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer
Date: December 12, 2017

Subject: Approve the contingency fund increase for the Byron Highway and Camino Diablo Intersection Improvements Project, Byron area.

RECOMMENDATION(S):

APPROVE the Byron Highway and Camino Diablo Intersection Improvements Project contingency fund increase of \$25,000 for a new contingency fund total of \$219,897.14, and a new payment limit of \$2,168,868.54, effective December 12, 2017, as recommended by the Interim Public Works Director, Byron area. County Project No. 0662-6R4094, Federal Project No. HRRRL 5928 (117), (District III)

FISCAL IMPACT:

Extra work is being funded by 23% Highway Safety Improvement Program Grant Funds, 17% Measure J Return to Source Funds, 12% East County Regional Area of Benefit Funds, and 48% Local Road Funds.

BACKGROUND:

Additional funds are necessary to pay the contractor, Granite Rock Company, for additional costs to be incurred as the result of encountering unanticipated underground utilities along the southern leg of Byron Highway, which conflicted with design to the project's scope.

The contingency fund increase is necessary to compensate the contractor for the unforeseen extra work.



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: 12/12/2017



APPROVED AS
RECOMMENDED



OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Kevin Emigh,
925.313.2233

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The lack of approval would prevent successful completion of the extra work and prevent payment for the additional work performed by the contractor.



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer
Date: December 12, 2017

Subject: Approve the Notice of Intention to Sell 3036 Avon Lane & 3160-3168 Rollingwood Drive, San Pablo area.

RECOMMENDATION(S):

APPROVE the Notice of Intention (NOI) to sell real property, identified as Assessor's Parcel No. 416-022-007, located at 3036 Avon Lane and the remaining portions of Assessor's Parcel Nos. 416-013-020 and 024, located at 3160 and 3168 Rollingwood Drive, San Pablo, pursuant to Government Code Section 25363. (Project No. 4660-6X4170)

DETERMINE that the parcels of land acquired for highway purposes described in the NOI to Sell Real Property attached hereto and incorporated herein, are surplus and no longer required for public use.

DECLARE County's intention to sell said properties under the Terms and Conditions and Option Agreement referred to in the attached Notice of Public Land Sale for said properties prepared by Contra Costa County Real Estate Division.

APPROVE the Notice of Public Land Sale; and DIRECT the Real Estate Division of the Public Works Department to publish the NOI in the West Contra Costa Times and Contra Costa Times pursuant to Government Code Section 25363.

The Board sets January 16, 2018 at 10:00 a.m., 255 Glacier Drive, Martinez, California, as the time and place where oral bids will be received and considered.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Carmen Pina-Delgado,
925.313-2012

cc:

FISCAL IMPACT:

No fiscal impact. Contra Costa Transportation Authority (CCTA) is planning on receiving revenue from the sale of these properties at public auction.

BACKGROUND:

In 2013 and 2014 the County acquired right of way for CCTA's I-80 San Pablo Dam Road Interchange Improvements Project. CCTA no longer needs the remainder of these properties for State Highway purposes and wishes to dispose of the parcels as surplus property. On June 25, 2013, the Board of Supervisors ADOPTED the Mitigated Negative Declaration for the Interchange Improvement Project [(DCD-CP#13-25) SCH#2009082009].

CONSEQUENCE OF NEGATIVE ACTION:

The County would own and be liable for the maintenance of these properties.

AGENDA ATTACHMENTS

Notice of Intention

Notice of Public Land sale

MINUTES ATTACHMENTS

Signed: Notice of Intention

**CONTRA COSTA COUNTY
PUBLIC WORKS DEPARTMENT
255 Glacier Drive
Martinez, CA 94553**

PUBLICATION REQUEST

TO: Real Property Clerk

FROM: **Carmen Piña-Delgado**
Public Works Department
(925) 313-2220

BOARD MTG. DATE: December 12, 2017

PREVIOUSLY APPROVED BY BOS ON: N/A

PUBLICATION DATES: December 15 through December 20, 2017

REQUESTED PUBLISHING PAPER(S): Contra Costa Times and West Contra Costa Times

Do not type below this line – Publication language on following page

**CONTRA COSTA COUNTY
PUBLIC WORKS DEPARTMENT
255 Glacier Drive
Martinez, CA 94553**

NOTICE OF INTENTION TO SELL REAL PROPERTY

(Government Code § 25363)

Contra Costa County's (County) Real Estate Division will sell individually at public auction to the highest responsible bidder, the real properties hereinafter described, which are no longer required for public use:

Assessor's Parcel No. 416-022-007, is a 4,064 sf vacant lot, located at 3036 Avon Lane in San Pablo, California in a Single Family Residential Development with a General Plan Land Use of R-6.

Remainder portions of Assessor's Parcel Nos. 416-013-020 & -024, is a 6,325 sf vacant lot, located at 3160 and 3168 Rollingwood Drive in San Pablo, California in a Single Family Residential Development with a General Plan Land Use of R-6, which will require a Variance.

The auction will be held at 255 Glacier Drive, Martinez, California, on January 16, 2018 at 10 a.m.

The sale will be done in accordance with the Terms and Conditions of Sale and an Option Agreement which can be viewed online at the Contra Costa County Public Works Department website (<http://www.co.contra-costa.ca.us/471/Suplus-Property>) or by visiting the Public Works Department, located at 255 Glacier Drive, Martinez, California 94553, or may be requested by phone to be mailed by calling Jewel Lopez at (925) 313-2191.

The County reserves the right to reject any and all bids received.

The properties will be sold "AS-IS" with no warranty as to their condition and possible uses and the purchaser assumes all risks and responsibilities.

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

By _____, Deputy

G:\realprop\I80 San Pablo Dam Road\Sale of Surplus\BO.27a Notice of Intention to sell at public auction - San Pablo.doc

**CONTRA COSTA COUNTY
PUBLIC WORKS DEPARTMENT
255 Glacier Drive
Martinez, CA 94553**

**NOTICE OF PUBLIC LAND SALE
Option to Purchase Auction Sale**

(Government Code § 25363)



DATE: Tuesday, January 16, 2018
TIME: 10:00 a.m.
PLACE: Public Works Department
255 Glacier Drive, Martinez
Conference Room "A"

If you have special accessibility needs to attend the auction, please provide 72-hour notice by calling (925)313-2000, or by email at Jewel.Lopez@pw.cccounty.us or by accessing a telecommunications device for the deaf by calling 1-800-735-2929 and asking the relay service operator for (925)313-2000.

Contra Costa County (County) will sell individually at public auction to the highest responsible bidder, the real properties hereinafter described, which are no longer required for public use:

PROPERTY INFORMATION:

Assessor's Parcel No.: 416-022-007 - 3036 Avon Lane, San Pablo, CA

Minimum Bid: \$120,000

4,064 sf vacant land
General Plan Land Use: R-6
Single Family Residential Development



Remaining Portions of Assessor's Parcel Nos.: 416-013-020/024 - 3160 and 3168 Rollingwood Drive, San Pablo, CA

Minimum Bid: \$65,000

6,325 sf (combined) vacant land
General Plan Land Use: R-6
Single Family Residential Development
Variance Required



OPTION DEPOSIT AMOUNT: \$10,000 PER PROPERTY IN THE FORM OF A CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER (NO PERSONAL CHECKS).

OPTION PERIOD: 60 Days after acceptance of the bid by the Contra Costa County Board of Supervisor.

The County reserves the right to reject any and all bids received.

The properties will be sold "**AS-IS**" with no warranty as to their condition and possible uses and the purchaser assumes all risks and responsibilities.

Said sales will be done in accordance with the Terms and Conditions of Sale and Option Agreement which can be viewed online, along with additional information, at the Contra Costa County Public Works Department website (<http://www.co.contra-costa.ca.us/471/Surplus-Property>), or by visiting the Public Works Department, located at 255 Glacier Drive, Martinez, California 94553, or may be requested by phone to be mailed by calling Jewel Lopez at (925)313-2191.

**CONTRA COSTA COUNTY
PUBLIC WORKS DEPARTMENT
255 Glacier Drive
Martinez, CA 94553**

NOTICE OF INTENTION TO SELL REAL PROPERTY

(Government Code § 25363)

Contra Costa County's (County) Real Estate Division will sell individually at public auction to the highest responsible bidder, the real properties hereinafter described, which are no longer required for public use:

Assessor's Parcel No. 416-022-007, is a 4,064 sf vacant lot, located at 3036 Avon Lane in San Pablo, California in a Single Family Residential Development with a General Plan Land Use of R-6.

Remainder portions of Assessor's Parcel Nos. 416-013-020 & -024, is a 6,325 sf vacant lot, located at 3160 and 3168 Rollingwood Drive in San Pablo, California in a Single Family Residential Development with a General Plan Land Use of R-6, which will require a Variance.

The auction will be held at 255 Glacier Drive, Martinez, California, on January 16, 2018 at 10 a.m.

The sale will be done in accordance with the Terms and Conditions of Sale and an Option Agreement which can be viewed online at the Contra Costa County Public Works Department website (<http://www.co.contra-costa.ca.us/471/Suplus-Property>) or by visiting the Public Works Department, located at 255 Glacier Drive, Martinez, California 94553, or may be requested by phone to be mailed by calling Jewel Lopez at (925) 313-2191.

The County reserves the right to reject any and all bids received.

The properties will be sold "AS-IS" with no warranty as to their condition and possible uses and the purchaser assumes all risks and responsibilities.

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: December 12, 2017
David Twa, Clerk of the Board of Supervisors and County Administrator

By Stacy M Boyd, Deputy

G:\realprop\180 San Pablo Dam Road\Sale of Surplus\BO.27a Notice of Intention to sell at public auction - San Pablo.doc



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer
Date: December 12, 2017

Subject: Accepting an Offer Dedication for a Public Utilities Easement from Shapell Industries, Inc., San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2017/420 accepting an Offer of Dedication for a Public Utilities Easement from Shapell Industries, Inc., a Delaware Corporation, on a portion of Lot 1, subdivision SD13-09315, as recommended by the Interim Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

On July 8, 2015, Contra Costa County accepted an offer of dedication for recording purposes of a Public Utilities Easement to subdivision SD13-09315 by a Certificate of Acceptance, Certificate Number 15-13 under document number 2015-0145441. It has been discovered that an offer of dedication for recording purposes only, cannot be accepted by a Certificate of Acceptance.

To properly accept the Offer of Dedication, the Board must adopt a resolution.



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED



OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Craig Standafer (925)
313-2018

CONSEQUENCE OF NEGATIVE ACTION:

The Offer of Dedication for a Public Utilities Easement will not be recorded.

AGENDA ATTACHMENTS

Resolution No. 2017/420

Offer of Dedication for Public Utilities Easement

MINUTES ATTACHMENTS

Signed: Resolution No. 2017/420

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

Adopted this Resolution on 12/12/2017 by the following vote:

		John Gioia
		Candace Andersen
AYE:	<input type="text" value="5"/>	Diane Burgis
		Karen Mitchoff
		Federal D. Glover
NO:	<input type="text"/>	
ABSENT:	<input type="text"/>	
ABSTAIN:	<input type="text"/>	
RECUSE:	<input type="text"/>	



Resolution No. 2017/420

IN THE MATTER OF accepting an Offer of Dedication for a Public Utilities Easement on a portion of Lot 1, subdivision SD13-09315, which was erroneously accepted by a Certificate of Acceptance, Certificate No. 15-13 dated July 8, 2015, under document number 2015-0145441 for a project being developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Interim Public Works Director, San Ramon (Dougherty Valley) area. (District II)

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby ACCEPTED FOR RECORDING ONLY:

INSTRUMENT: Offer of Dedication for a Public Utilities Easement

REFERENCE: APN 206-800-068

GRANTOR: Shapell Industries, Inc., a Delaware Corporation

AREA: San Ramon (Dougherty Valley)

DISTRICT: II

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: Craig Standafer (925) 313-2018

ATTESTED: December 12, 2017

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

By: Stacey M. Boyd, Deputy

cc: Lisa Zaragoza, Real Estate, Craig Standafer, Engineering Services, David Suico, Toll Brothers, C. Low, City of San Ramon, Jocelyn LaRocque

Recorded at the request of:

Contra Costa County
Public Works Department

Return to:

Public Works Department
Engineering Services Division
Records Section

Area: Danville

Roads: Gritstone Street

Co. Road No.: n/a

Development: SD 9315

APN: 206-800-068

OFFER OF DEDICATION – PUBLIC UTILITIES EASEMENT

Shapell Industries Inc., a Delaware Corporation, the undersigned, being the present title owner of record of the herein described parcel of land, does hereby make an irrevocable offer of dedication for public use, a Public Utility Easement for public utility purposes including poles, wires, conduits, storm drains, flood and surface water drainage, water lines, gas lines, electric telephone and cable television utilities, including the rights of ingress, egress, construction, reconstruction, access for maintenance of works, improvements and structures, and the clearing of obstructions and vegetation under, on and over the real property situated in the County of Contra Costa, State of California, described in Exhibit "A" (written description) and shown on Exhibit "B" (plat map), attached hereto.

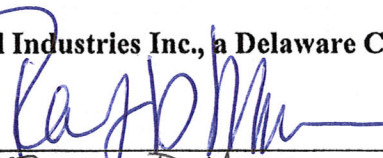
It is understood and agreed that **CONTRA COSTA COUNTY** and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the easement or any improvements thereon or therein.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.


The undersigned executed this instrument on 1/19/15.

Shapell Industries Inc., a Delaware Corporation

(Signature)


Robert D. Moore

(Signature)


Richard M. Nelson

(see attached notary)

EXHIBIT "A"

PUE - New Lot 1

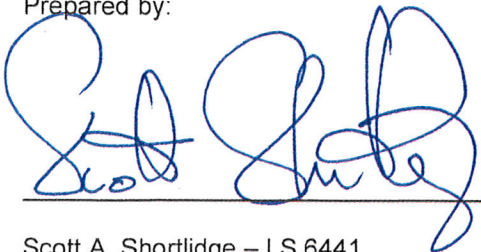
Land Description of real property situate in the County of Contra Costa, State of California and being a portion of New Lot 1 as described in the Grant Deed to Shapell Industries, Inc. a Delaware Corporation, recorded on September 12, 2014, under document number 2014-0155815-00, Official Records of said County, and being more particularly described as follows:

Commencing at the northwest corner of said New Lot 1, Thence along the north line of New Lot 1, South 48° 07' 00" East – 15.20 feet for the **Point of Beginning**; Thence continuing along said north line, South 48° 07' 00" East – 15.00 feet; Thence across New Lot 1, South 41° 53' 00" West – 100.00 feet to a point on the north line of the five (5) feet wide Public Utility Easement (PUE) as shown on that certain map entitled "Subdivision 9315 – Alamo Creek" filed on December 20, 2013 in Book 519 of Maps at Page 1, Official Records of said County; Thence along said north line, North 48° 07' 00" West – 15.00 feet; Thence across New Lot 1, North 41° 53' 00" East – 100.00 feet to the **Point of Beginning**.

Containing 1,500 square feet of land area, more or less.

End of Description

Prepared by:



Scott A. Shortlidge – LS 6441



10-2-2014

Date

N48°07'00"W 467.21'(M-M)

145.97'

321.24'

CHARBRAY STREET

P.O.C.

40.00'

N48°07'00"W 94.11"

LINE TABLE		
Line	Bearing	Distance
L1	N48°07'00"W	15.20'
L2	N48°07'00"W	15.00'

P.O.B.

NEW LOT C
2014-0155753-00

NEW LOT 1
2014-0155815-00

NEW LOT 2
2014-0155815-00

EX 7.5'PUE

EASEMENT
AREA = 1,500±SF.

EX 5'PUE

N48°07'00"W

N48°07'00"W
194.15'(M-M)

GRITSTONE STREET

N48°07'00"W 154.42'(M-M)

36.00'

LEGEND

P.O.B.

POINT OF BEGINNING
PROPERTY LINE

EASEMENT LINE

ABUTTERS RIGHTS

SQUARE FEET
TOTAL

PUBLIC UTILITY EASEMENT
EXISTING

MONUMENT TO MONUMENT
EASEMENT AREA

SF

(T)

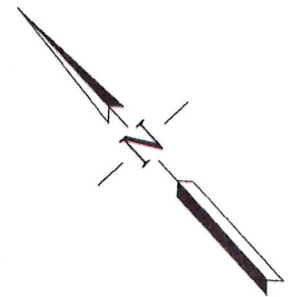
PUE

EX

(M-M)



10-2-2014



1 inch = 30 ft.

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

FOR

PRIVATE UTILITY EASEMENT
SUBDIVISION 9315, 519 M 1

CONTRA COSTA COUNTY, CALIFORNIA

RJA

RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1"=30'

DATE:
10-1-2014

JOB NO.:
073009

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 Alameda)

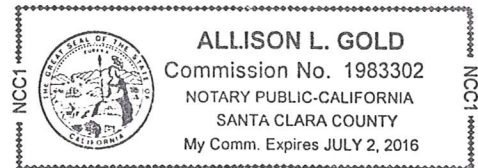
On January 19, 2015 before me, Allison L. Gold, Notary Public
(insert name and title of the officer)

personally appeared Robert D. Moore and Richard M. Nelson,
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 Allison L. Gold (Seal)




END OF DOC


Recorded at the request of:
Contra Costa County

Return to: Contra Costa County
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553
Attention:

6



CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC- 2015-0145441-00
Tuesday, JUL 14, 2015 10:56:16
FRE \$0.00
Ttl Pd \$0.00 Nbr-0002331357
1rc / R9 / 1-6



Portion of Assessor's Parcel No. 206-800-068
Project: Vacation Sub 9315 - PUE
Interest: Public Utilities Easement
Area: Danville
Project No.: 0676-6Q1813

CERTIFICATE NO. 15-13

Real Property Acceptance
Ordinance Code Chapter 1108-8
County Ordinance 2014-18

This is to certify that the interest(s) in real property conveyed by Offer of Dedication – Public Utilities Easement to Contra Costa County, a political subdivision of the State of California, for public utility purposes, and further described in the attached Exhibit "A" is hereby accepted for **RECORDING PURPOSES ONLY** by the undersigned Public Works Director or authorized designee on behalf of the County of Contra Costa, pursuant to authority conferred by Chapter 1108-8 of the Contra Costa County Ordinance Code, and the grantee consents to recordation thereof by its duly authorized officer.

GRANTOR
Shapell Industries, Inc.,
A Delaware Corporation

SUBDIVISION
SD 13-9315

PARCEL MAP BOOK
206-800-068 (Portion of Parcel A)

DATED:

7/8/15

PUBLIC WORKS DIRECTOR



By: BRIAN BALBAS
Deputy Public Works Director, Contra Costa County

Govt. Code § 27281

A Notary Public or other officer completing this certificate verifies only the identity of the individual(s) 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 7/8/15, before me, Luisa Zaragosa,

Deputy Clerk of the Board of Supervisors, Contra Costa County, personally appeared

Brian Balboa, who

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)

is 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 Luisa Zaragosa (Seal)
Deputy Clerk



C.4

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: ☒ 5
NO: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐

John Gioia
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover



Resolution No. 2017/420

IN THE MATTER OF accepting an Offer of Dedication for a Public Utilities Easement on a portion of Lot 1, subdivision SD13-09315, which was erroneously accepted by a Certificate of Acceptance, Certificate No. 15-13 dated July 8, 2015, under document number 2015-0145441 for a project being developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Interim Public Works Director, San Ramon (Dougherty Valley) area. (District II)

NOW, THEREFORE, BE IT RESOLVED that the following instrument is hereby ACCEPTED FOR RECORDING ONLY:

INSTRUMENT: Offer of Dedication for a Public Utilities Easement

REFERENCE: APN 206-800-068

GRANTOR: Shapell Industries, Inc., a Delaware Corporation

AREA: San Ramon (Dougherty Valley)

DISTRICT: II

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: Craig Standafer (925) 313-2018

ATTESTED: December 12, 2017

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

By: Stacey M. Boyd, Deputy

cc: Lisa Zaragoza, Real Estate, Craig Standafer, Engineering Services, David Suico, Toll Brothers, C. Low, City of San Ramon, Jocelyn LaRocque



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer
Date: December 12, 2017

Subject: Accepting completion of private improvements for minor subdivision MS06-00038, Alamo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2017/423 accepting completion of private improvements for minor subdivision MS06-00038 for a project developed by RL Livorna, LLC, as recommended by the Interim Public Works Director, Alamo area. (District II)

FISCAL IMPACT:

100% Developer Fees

BACKGROUND:

The developer has completed the private improvements per the Subdivision Agreement, and in accordance with the Title 9 of the County Ordinance Code.

CONSEQUENCE OF NEGATIVE ACTION:

The completion of private improvements will not be accepted.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017**

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Lori Lorentini, (925)
313-2352

AGENDA ATTACHMENTS

Resolution No. 2017/423

MINUTES ATTACHMENTS

Signed: Resolution No.
2017/423

Recorded at the request of: Lori Lorentini (925) 313-2352

Return To: Simone Saleh, Engineering Services

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

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: John Gioia, District I Supervisor Candace Andersen, District II Supervisor Diane Burgis, District III Supervisor Karen Mitchoff, District IV Supervisor Federal D. Glover, District V Supervisor

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2017/423

IN THE MATTER OF: Accepting completion of private improvements for minor subdivision MS06-00038, for a project developed by RL Livorna, LLC, as recommended by the Interim Public Works Director, Alamo area. (District II)

The Interim Public Works Director has notified this Board that the private improvements in subdivision MS06-00038 have been completed as provided in the Subdivision Agreement with RL Livorna, LLC, heretofore approved by this Board in conjunction with the filing of the Parcel Map.

WHEREAS, these improvements are approximately located near Livorna Road/Winslow Road.

NOW, THEREFORE, BE IT RESOLVED that the private improvements have been COMPLETED as of December 12, 2017, thereby establishing the six month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT: February 2, 2016

NAME OF SURETY: Developers Surety and Indemnity Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for \$20,450.00, Bond No. 704026S issued by the above surety be RETAINED for the six month lien guarantee period until June 12, 2018, at which time the Board AUTHORIZES the release of said surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that there is no warranty period required, and the Interim Public Works Director is AUTHORIZED to refund the \$1,000.00 cash security for performance (Auditor's Deposit Permit No. 687005, dated June 11, 2015) plus interest in accordance with Government Code Section 53079, if appropriate, to RL Livorna LLC, pursuant to the requirements of the Ordinance Code; and the Subdivision Agreement and surety bond, Bond No. 704026S, dated June 26, 2015 are EXONERATED.

Contact: Lori Lorentini, (925) 313-2352

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: December 12, 2017

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

By: Stacey M.Boyd, Deputy

cc: J. Larocque, Lori Lorentini, Sherri Reed, Chris Hallford, Mapping, Michael Mann, Finance, T-June 12, 2018, RL Livorna LLC, Developers Surety and Indemnity Company

Recorded at the request of: Lori Lorentini (925) 313-2352

Return To: Simone Saleh, Engineering Services

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

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: John Gioia, District I Supervisor Candace Andersen, District II Supervisor Diane Burgis, District III Supervisor Karen Mitchoff, District IV Supervisor Federal D. Glover, District V Supervisor

NO: ☒

ABSENT: ☒

ABSTAIN: ☒

RECUSE: ☒

Resolution No. 2017/423

IN THE MATTER OF: Accepting completion of private improvements for minor subdivision MS06-00038, for a project developed by RL Livorna, LLC, as recommended by the Interim Public Works Director, Alamo area. (District II)

The Interim Public Works Director has notified this Board that the private improvements in subdivision MS06-00038 have been completed as provided in the Subdivision Agreement with RL Livorna, LLC, heretofore approved by this Board in conjunction with the filing of the Parcel Map.

WHEREAS, these improvements are approximately located near Livorna Road/Winslow Road.

NOW, THEREFORE, BE IT RESOLVED that the private improvements have been COMPLETED as of December 12, 2017, thereby establishing the six month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT: February 2, 2016

NAME OF SURETY: Developers Surety and Indemnity Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for \$20,450.00, Bond No. 704026S issued by the above surety be RETAINED for the six month lien guarantee period until June 12, 2018, at which time the Board AUTHORIZES the release of said surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that there is no warranty period required, and the Interim Public Works Director is AUTHORIZED to refund the \$1,000.00 cash security for performance (Auditor's Deposit Permit No. 687005, dated June 11, 2015) plus interest in accordance with Government Code Section 53079, if appropriate, to RL Livorna LLC, pursuant to the requirements of the Ordinance Code; and the Subdivision Agreement and surety bond, Bond No. 704026S, dated June 26, 2015 are EXONERATED.

Contact: Lori Lorentini, (925) 313-2352

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: December 12, 2017

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

Stacey M. Boyd
By: Stacey M. Boyd, Deputy

cc: J. Larocque, Lori Lorentini, Sherri Reed, Chris Hallford, Mapping, Michael Mann, Finance, T-June 12, 2018, RL Livorna LLC, Developers Surety and Indemnity Company



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer
Date: December 12, 2017

Subject: Accepting completion of improvements for subdivision SD14-09376, Walnut Creek area.

RECOMMENDATION(S):

ADOPT Resolution No. 2017/424 accepting completion of improvements for subdivision SD14-09376, for a project developed by MOMO Development 2013, LLC, as recommended by the Interim Public Works Director, Walnut Creek area. (District II)

FISCAL IMPACT:

100% Developer Fees

BACKGROUND:

The developer has completed the improvements per the Subdivision Agreement, and in accordance with the Title 9 of the County Ordinance Code.

CONSEQUENCE OF NEGATIVE ACTION:

The completion of improvements will not be accepted.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017**

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Lori Lorentini, (925)
313-2352

AGENDA ATTACHMENTS

Resolution No. 2017/424

MINUTES ATTACHMENTS

Signed: Resolution No.
2017/424

Recorded at the request of: Lori Lorentini (925) 313-2352

Return To: Simone Saleh, Engineering Services

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

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: John Gioia, District I Supervisor Candace Andersen, District II Supervisor Diane Burgis, District III Supervisor Karen Mitchoff, District IV Supervisor Federal D. Glover, District V Supervisor

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2017/424

IN THE MATTER OF: Accepting completion of improvements for subdivision SD14-09376, for a project developed by MOMO Development 2013, LLC, as recommended by the Interim Public Works Director, Walnut Creek area. (District II)

The Interim Public Works Director has notified this Board that the improvements in subdivision SD14-09376 have been completed as provided in the Subdivision Agreement with MOMO Development 2013, LLC, heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

WHEREAS, these improvements are located on Tice Valley Boulevard.

NOW, THEREFORE, BE IT RESOLVED that the improvements have been COMPLETED as of December 12, 2015, thereby establishing the six-month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT: March 1, 2016

NAME OF SURETY: Developers Surety and Indemnity Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for \$161,000, Bond No. 651220S issued by the above surety be RETAINED for the six month lien guarantee period until June 15, 2018, at which time the Board AUTHORIZES the release of said surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that the intersection improvements of Tice Valley Boulevard (public road) at Westborough Lane (private road) is ACCEPTED and DECLARED to be a County road as shown and dedicated for public use on the map of subdivision SD14-09376 filed March 22, 2016, in Book 528 of FINAL Maps at page 01, Official Records of Contra Costa County, State of California.

BE IT FURTHER RESOLVED that there is no warranty period required, and the Interim Public Works Director is AUTHORIZED to refund the \$4,000.00 cash security for performance (Auditor's Deposit Permit No. 701464, dated December 30, 2015) plus interest in accordance with Government Code Section 53079, if appropriate, to MOMO Development 2013, LLC, pursuant to the requirements of the Ordinance Code; and the Subdivision Agreement and surety bond, Bond No. 651220S, dated October 5, 2015 are EXONERATED.

Contact: Lori Lorentini, (925) 313-2352

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: December 12, 2017

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

By: Stacey M. Boyd, Deputy

cc: J. Larocque, Lori Lorentini, Sherri Reed, Chris Hallford, Mapping, Michael Mann, Finance, MOMO Development 2013, LLC, Developers Surety and Indemnity Company

C.6

Recorded at the request of: Lori Lorentini (925) 313-2352
Return To: Simone Saleh, Engineering Services

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

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: John Gioia, District I Supervisor Candace Andersen, District II Supervisor Diane Burgis, District III Supervisor Karen Mitchoff, District IV Supervisor Federal D. Glover, District V Supervisor

NO: ☒

ABSENT: ☒

ABSTAIN: ☒

RECUSE: ☒

Resolution No. 2017/424

IN THE MATTER OF: Accepting completion of improvements for subdivision SD14-09376, for a project developed by MOMO Development 2013, LLC, as recommended by the Interim Public Works Director, Walnut Creek area. (District II)

The Interim Public Works Director has notified this Board that the improvements in subdivision SD14-09376 have been completed as provided in the Subdivision Agreement with MOMO Development 2013, LLC, heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

WHEREAS, these improvements are located on Tice Valley Boulevard.

NOW, THEREFORE, BE IT RESOLVED that the improvements have been COMPLETED as of December 12, 2015, thereby establishing the six month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT: March 1, 2016

NAME OF SURETY: Developers Surety and Indemnity Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for \$161,000, Bond No. 651220S issued by the above surety be RETAINED for the six month lien guarantee period until June 15, 2018, at which time the Board AUTHORIZES the release of said surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that the intersection improvements of Tice Valley Boulevard (public road) at Westborough Lane (private road) is ACCEPTED and DECLARED to be a County road as shown and dedicated for public use on the map of subdivision SD14-09376 filed March 22, 2016, in Book 528 of FINAL Maps at page 01, Official Records of Contra Costa County, State of California.

BE IT FURTHER RESOLVED that there is no warranty period required, and the Interim Public Works Director is AUTHORIZED to refund the \$4,000.00 cash security for performance (Auditor's Deposit Permit No. 701464, dated December 30, 2015) plus interest in accordance with Government Code Section 53079, if appropriate, to MOMO Development 2013, LLC, pursuant to the requirements of the Ordinance Code; and the Subdivision Agreement and surety bond, Bond No. 651220S, dated October 5, 2015 are EXONERATED.

Contact: Lori Lorentini, (925) 313-2352

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: December 12, 2017

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

By: Stacy M. Boyd, Deputy

CC: J. Larocque, Lori Lorentini, Sherri Reed, Chris Halford, Mapping, Michael Mann, Finance, MOMO Development 2013, LLC, Developers Surety and Indemnity Company



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer
Date: December 12, 2017

Subject: Accepting completion of warranty period for the Road Improvement Agreement for land use permit LP08-02034, Walnut Creek area.

RECOMMENDATION(S):

ADOPT Resolution No. 2017/429 accepting completion of the warranty period for the Road Improvement Agreement for Boulevard Way, and release of cash deposit for faithful performance for land use permit LP08-02034 (cross-reference minor subdivision MS09-00008), for a project developed by Sufism Reoriented, as recommended by the Interim Public Works Director, Walnut Creek area. (District II)

FISCAL IMPACT:

No fiscal impact to County Funds. The funds to be released are developer fees that have been held on deposit.

BACKGROUND:

The public road improvements have met the guaranteed performance standards for the warranty period following completion and acceptance of the improvements.

CONSEQUENCE OF NEGATIVE ACTION:

The developer will not



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: 12/12/2017



APPROVED AS
RECOMMENDED



OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Lori Lorentini, (925)
313-2352

CONSEQUENCE OF NEGATIVE ACTION: (CONT'D)

receive a refund of the cash deposit and performance/maintenance cash bond, the Road Improvement Agreement will not be exonerated, and the billing account will not be liquidated and closed.

AGENDA ATTACHMENTS

Resolution No. 2017/429

MINUTES ATTACHMENTS

Signed: Resolution No. 2017/429

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

Adopted this Resolution on 12/12/2017 by the following vote:

		John Gioia
		Candace Andersen
AYE:	<input checked="checked" type="checkbox"/>	Diane Burgis
		Karen Mitchoff
		Federal D. Glover
NO:	<input type="checkbox"/>	
ABSENT:	<input type="checkbox"/>	
ABSTAIN:	<input type="checkbox"/>	
RECUSE:	<input type="checkbox"/>	



Resolution No. 2017/429

IN THE MATTER OF: Accepting completion of the warranty period for the Road Improvement Agreement for Boulevard Way, and release of cash deposit for faithful performance for land use permit LP08-02034, (cross-reference minor subdivision MS09-00008), for a project developed by Sufism Reoriented, as recommended by the Interim Public Works Director, Walnut Creek area. (District II)

WHEREAS, on September 13, 2016, this Board resolved that the improvements in land use permit LP08-02034 were completed as provided in the Road Improvement Agreement with Sufism Reoriented and now on the recommendation of the Interim Public Works Director; The Board hereby FINDS that the improvements have satisfactorily met the guaranteed performance standards for the period following completion and acceptance.

NOW, THEREFORE, BE IT RESOLVED that the Interim Public Works Director is AUTHORIZED to:

REFUND the \$4,070.00 cash deposit (Auditor's Deposit Permit No.618681, dated November 29, 2012) plus interest to Sufism Reoriented, in accordance with Government Code Section 53079, if appropriate, Ordinance Code Section 94-4.406, and the Road Improvement Agreement.

REFUND the \$60,439.50 cash deposit for the performance/maintenance bond (Auditor's Deposit Permit No. 618681, dated November 29, 2012) plus interest, to Sufism Reoriented, in accordance with Government Code Section 53079, if appropriate, Ordinance Code Section 94-4.406, and the Road Improvement Agreement.

BE IT FURTHER RESOLVED that the warranty period has been completed and the Road Improvement Agreement is EXONERATED.

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: Lori Lorentini, (925) 313-2352

ATTESTED: December 12, 2017

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

By: Stacey M. Boyd, Deputy

cc: J. Larocque, Sherri Reed, Lori Lorentini, Sufism Reoriented

C.7

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

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: 5
John Gioia
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO: /

ABSENT: /

ABSTAIN: /

RECUSE: /



Resolution No. 2017/429

IN THE MATTER OF: Accepting completion of the warranty period for the Road Improvement Agreement for Boulevard Way, and release of cash deposit for faithful performance for land use permit LP08-02034, (cross-reference minor subdivision MS09-00008), for a project developed by Sufism Reoriented, as recommended by the Interim Public Works Director, Walnut Creek area. (District II)

WHEREAS, on September 13, 2016, this Board resolved that the improvements in land use permit LP08-02034 were completed as provided in the Road Improvement Agreement with Sufism Reoriented and now on the recommendation of the Interim Public Works Director; The Board hereby FINDS that the improvements have satisfactorily met the guaranteed performance standards for the period following completion and acceptance.

NOW, THEREFORE, BE IT RESOLVED that the Interim Public Works Director is AUTHORIZED to:

REFUND the \$4,070.00 cash deposit (Auditor's Deposit Permit No. 618681, dated November 29, 2012) plus interest to Sufism Reoriented, in accordance with Government Code Section 53079, if appropriate, Ordinance Code Section 94-4.406, and the Road Improvement Agreement.

REFUND the \$60,439.50 cash deposit for the performance/maintenance bond (Auditor's Deposit Permit No. 618681, dated November 29, 2012) plus interest, to Sufism Reoriented, in accordance with Government Code Section 53079, if appropriate, Ordinance Code Section 94-4.406, and the Road Improvement Agreement.

BE IT FURTHER RESOLVED that the warranty period has been completed and the Road Improvement Agreement is EXONERATED.

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: December 12, 2017

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

By: *Stacey M. Boyd*
Stacey M. Boyd, Deputy

Contact: Lori Lorentini, (925) 313-2352

cc: J. Larocque, Sherri Reed, Lori Lorentini, Sufism Reoriented



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer
Date: December 12, 2017

Subject: Approve the Subdivision Agreement (Right-of-Way Landscaping) for park acceptance PA14-00043, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2017/430 approving the Subdivision Agreement (Right-of-Way Landscaping) for park acceptance PA14-00043 (cross-reference subdivision SD13-09325), for a project being developed by Western Pacific Housing, Inc., as recommended by the Interim Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact

BACKGROUND:

Park acceptance PA14-00043 (cross-reference subdivision SD13-09325) has been reviewed and processed by Public Works staff and meets all applicable conditions of approval regarding landscape improvements.

CONSEQUENCE OF NEGATIVE ACTION:

The Subdivision Agreement (Right-of-Way Landscaping) will not be approved.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Lori Lorentini, (925)
313-2352

AGENDA ATTACHMENTS

Resolution No. 2017/430

Subdivision Agreement

MINUTES ATTACHMENTS

Signed: Resolution No.
2017/430

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

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: ☒ **John Gioia**
 ☒ **Candace Andersen**
 ☒ **Diane Burgis**
 ☒ **Karen Mitchoff**
 ☒ **Federal D. Glover**

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2017/430

IN THE MATTER OF approving the Subdivision Agreement (Right-of-Way Landscaping) for park acceptance PA14-00043 (cross-reference subdivision SD13-09325), for a project being developed by Western Pacific Housing, Inc., as recommended by the Interim Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHERE AS, the following documents were presented for board approval this date: A Subdivision Agreement (Right-of-Way Landscaping) with Western Pacific Housing, Inc., principal, whereby said principal agrees to complete all improvements as required in said Subdivision Agreement (Right-of-Way Landscaping) within two years from the date of said agreement. Said document was accompanied by the following:

Security to guarantee the completion of right-of-way landscaping as required by Titles 8 and 9 of the County Ordinance, as follows:

I. Cash Deposit Amount: \$7,000.00 Auditor's Deposit Permit No. 695631 Date: October 8, 2015 Submitted by: DR Horton

II. Surety Bond Bond Company: Platte River Insurance Company Bond Number: 41305945 Date: September 24, 2015
Performance Amount: \$677,000.00 Labor & Materials Amount: \$342,000.00 Principal: Western Pacific Housing, Inc. All deposit permits are on file with the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED that said Subdivision Agreement (Right-of-Way Landscaping) 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.

Contact: Lori Lorentini, (925) 313-2352

ATTESTED: December 12, 2017

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

By: Stacey M. Boyd, Deputy

cc: J. LaRocque, Sherri Reed, Connie Sumpter, Lori Lorentini, T-September 20, 2018, Western Pacific Housing, Inc., Platte River Insurance Company

SUBDIVISION AGREEMENT
(Right of Way Landscaping)
(Government Code §66462 and §66463)

Subdivision: PA14-0043

Effective Date: _____

Subdivider: Western Pacific Housing, Inc.

Completion Period: 2 years

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY

SUBDIVIDER: (Name and Title)

Brian M. Balbas, Interim Public Works Director

Western Pacific Housing, Inc.

By: _____

(signature) _____
(print name & title)

RECOMMENDED FOR APPROVAL:

Dean K. Mills
Division Vice President of Forward Planning

By: 
Engineering Services Division

(signature) _____
(print name & title)

FORM APPROVED: Victor J. Westman, County Counsel

(NOTE: All signatures to be acknowledged. If Subdivider is incorporated, signatures must conform with the designated representative groups pursuant to Corporations Code §313.)

1. PARTIES & DATE. Effective on the above date, the County of Contra Costa, California, hereinafter called "County," and the above-mentioned Subdivider, mutually promise and agree as follows concerning this subdivision:

2. IMPROVEMENTS. Subdivider agrees to install certain road improvements (both public and private), drainage improvements, signs, street lights, fire hydrants, landscaping, and such other improvements (including appurtenant equipment) as required in the improvement plans for this subdivision as reviewed and on file with the Contra Costa County Public Works Department and in conformance with the Contra Costa County Ordinance Code (including future amendments thereto).

Subdivider shall complete said work and improvements (hereinafter called "work") within the above completion period from date hereof as required by the California Subdivision Map act (Government Code §§66410 and following), in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the County Ordinance Code and rulings made thereunder; and where there is a conflict between the improvement plans and the County Ordinance Code, the stricter requirements shall govern.

3. IMPROVEMENT SECURITY. Upon executing this Agreement, the Subdivider shall, pursuant to Government Code §66499, and the County Ordinance Code, provide as security to the County:

A. For Performance and Guarantee: \$ 7,000 cash, plus additional security, in the amount of \$677,000 which together total one hundred percent (100%) of the estimated cost of the work. Such additional security is presented in the form of:

- ☐ Cash, certified check or cashiers check.
☒ Acceptable corporate surety bond.
☐ Acceptable irrevocable letter of credit.

With this security, the Subdivider guarantees performance under this Agreement and maintenance of the work for one year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance.

B. For Payment: Security in the amount of \$342,000, which is fifty percent (50%) of the estimated cost of the work. Such security is presented in the form of:

- ☐ Cash, certified check, or cashier's check
☒ Acceptable corporate surety bond.
☐ Acceptable irrevocable letter of credit.

With this security, the Subdivider guarantees payment to the contractor, to his subcontractors, and to persons renting equipment or furnishing labor or materials to them or to the Subdivider.

C. Upon acceptance of the work as complete by the Board of Supervisors and upon request of the Subdivider, the amount securities may be reduced in accordance with §94-4.406 and §94-4.408 of the Ordinance Code.

4. **GUARANTEE AND WARRANTY OF WORK.** Subdivider guarantees that said work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one-year from and after the Board of Supervisors accepts the work as complete in accordance with Article 96-4.6, "Acceptance", of the Ordinance Code. Subdivider agrees to correct, repair, or replace, at his expense, any defects in said work.

The guarantee period does not apply to road improvements for private roads which are not to be accepted into the County road system.

5. **PLANT ESTABLISHMENT WORK.** Subdivider agrees to perform establishment work for landscaping installed under this agreement. Said plant establishment work shall consist of adequately watering plants, replacing unsuitable plants, doing weed, rodent and other pest control and other work determined by the Public Works Department to be necessary to insure establishment of plants. Said plant establishment work shall be performed for a period of one-year from and after the Board of Supervisors accepts the work as complete. At the discretion of the County, bids may be released after final acceptance of landscaping improvements by the County.

6. **IMPROVEMENT PLAN WARRANTY.** Subdivider warrants the improvement plans for the work are adequate to accomplish the work as promised in Section 2 and as required by the Conditions of Approval for the Subdivision. If, at any time before the Board of Supervisors accepts the work as complete or during the one-year guarantee period, said improvement plans prove to be inadequate in any respect, Subdivider shall make whatever changes are necessary to accomplish the work as promised.

7. **NO WAIVER BY COUNTY.** Inspection of the work and/or materials, or approval of work and/or materials or statement by any officer, agent or employee of the County indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments, therefor, or any combination or all of these acts, shall not relieve the Subdivider of his obligation to fulfill this agreement as prescribed; nor shall the County be thereby be stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

8. **INDEMNITY:** Subdivider shall hold harmless and indemnify the indemnitees from the liabilities as defined in this section:

A. The indemnities benefitted and protected by this promise are the County, and its special district, elective and appointive boards, commissions, officers, agents, and employees.

B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before the County reviewed said improvement plans or accepted the work as complete, and including the defense of any suit(s), action(s), or other proceeding(s) concerning said liabilities and claims.

C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to the Subdivider, contractor, subcontractor, or any officer, agent, or employee of one or more of them;

D. Non-Conditions: The promise and agreement in this section are not conditioned or dependent on whether or not any Indemnitee has prepared, supplied, or approved any plan(s) or specification(s) in connection with this work or subdivision, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any Indemnity.

9. **COSTS:** Subdivider shall pay when due, all the costs of the work, including inspections thereof and relocating existing utilities required thereby.

10. **SURVEYS.** Subdivider shall set and establish survey monuments in accordance with the filed map and to the satisfaction of the County Road Commissioner-Surveyor before acceptance of any work as complete by the Board of Supervisors.

11. **NON-PERFORMANCE AND COSTS:** If Subdivider fails to complete the work within the time specified in this Agreement, and subsequent extensions, or fails to maintain the work, the County may proceed to complete and/or maintain the work by contract or otherwise, and Subdivider agrees to pay all costs and charges incurred by the County (including, but not limited to: engineering, inspection, surveys, contract, overhead, etc.) immediately upon demand.

Subdivider hereby consents to entry on the subdivision property by the County and its forces, including contractors, in the event the County proceeds to complete and/or maintain the work.

Once action is taken by County to complete or maintain the work, Subdivider agrees to pay all costs incurred by the County, even if Subdivider subsequently completes the work.

Should County sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the work, Subdivider agrees to pay all attorney's fees, and all other expenses of litigation incurred by County in connection therewith, even if Subdivider subsequently proceeds to complete the work.

12. **INCORPORATION/ANNEXATION.** If, before the Board of Supervisors accepts the work as complete, the subdivision is included in territory incorporated as a city or is annexed to an existing city, the County's rights under this agreement and/or any deposit, bond, or letter of credit securing said rights shall be transferred to the new or annexing city. Such city shall have all the rights of a third party beneficiary against Subdivider, who shall fulfill all the terms of this agreement as though Subdivider had contracted with the city originally.

13. **RECORD MAP.** In consideration hereof, County shall allow Subdivider to file and record the Final Map or Parcel Map for said Subdivision.

Senate Bill 1050, amends Sections 1189 and 1195 of the Civil Code and Section 8202 of the Government Code, relating to notaries public. The below physical format of the new disclosure notice is an example, for purposes of illustration.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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.

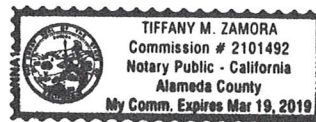
State of CA

County of Alameda

On 9/28, 15 before me, Tiffany M. Zamora _____ (notary public) personally appeared **Dean K. Mills** _____, 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 law of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature 

(seal)

Subdivision: Amarante - Subdivision PA14-0043

Bond No.: 41305945

Premium: \$2,370.00

**IMPROVEMENT SECURITY BOND
FOR PUBLIC RIGHT OF WAY LANDSCAPE AGREEMENT**
(Performance, Guarantee, and Payment)
(Calif. Government Code sections 66462 and 66463)

1. **RECITAL OF SUBDIVISION AGREEMENT:** The Principal has executed an agreement with the County to install and pay for public right of way landscaping, and other related improvements in Subdivision Amarante - Subdivision PA14-0043, as specified in the Subdivision Agreement (Right-of-Way Landscaping), and to complete said work within the time specified for completion in the Subdivision Agreement (Right-of-Way Landscaping), all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said Subdivision.
2. **OBLIGATION:** Western Pacific Housing, Inc., a Delaware Corporation, as Principal, and Platte River Insurance Company, a corporation organized existing under the laws of the State of Nebraska, and authorized to transact surety business in California, as Surety, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns to the County of Contra Costa, California, to pay it:
 - A. **Performance and Guarantee:** Six Hundred Seventy Seven Thousand and 00/100 Dollars (\$677,000.00 -----) for itself or any city-assignee under the above County Subdivision Agreement (Right-of-Way Landscaping).
 - B. **Payment:** Three Hundred Forty Two Thousand and 00/100 ----- Dollars (\$342,000.00 -----) to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the State of California.
3. **CONDITION:** This obligation is subject to the condition set forth on the reverse side hereof.
 - A. The Condition of this obligation as to Section 2.(A) above is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on is or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of Contra Costa (or city assignee), its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County (or city assignee) in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

- B. The condition of this obligation as to Section 2.(B) above is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the fact amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County (or city assignee) in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

- C. No alteration of said Acquisition of Off-Site Right-of-Way Agreement agreed to by the Principal and the County shall relieve any Surety from liability on this bond; and consent is hereby given to make such alterations without further notice to or consent by Surety; and the Surety hereby waives the provisions of California Civil Code §§ 2819, and holds itself bound without regard to and independently of any action against Principal whenever taken.

SIGNED AND SEALED on September 24, 2015

Western Pacific Housing, Inc.,
PRINCIPAL: a Delaware Corporation

SURETY: Platte River Insurance Company

ADDRESS: 5050 Hopyard Rd. #180

ADDRESS: 500 Northridge Road, Ste. 375

CITY: Pleasanton **ZIP:** 94588

CITY: Atlanta, GA **ZIP:** 30350

BY: 

BY: 

PRINT NAME: Dean K. Mills

PRINT NAME: Margaret A. Ginem

TITLE: Vice President

TITLE: Attorney-in-Fact

Senate Bill 1050, amends Sections 1189 and 1195 of the Civil Code and Section 8202 of the Government Code, relating to notaries public. The below physical format of the new disclosure notice is an example, for purposes of illustration.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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.

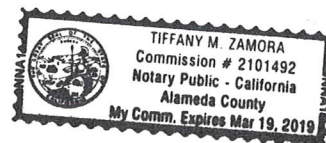
State of CA

County of Alameda

On 9/28, 15 before me, Tiffany M. Zamora _____ (notary public) personally appeared **Dean K. Mills** _____, 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 law of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (seal)

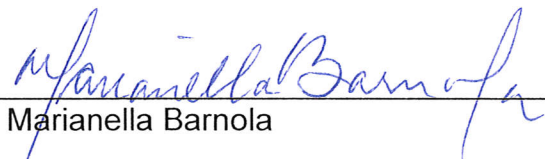
ACKNOWLEDGEMENT BY SURETY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH } SS.

On this **24th** day of **September, 2015** before me, personally came **Margaret A. Ginem**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within Instrument as Attorney-In-Fact on behalf of **Platte River Insurance Company**, and acknowledged to me that he/she executed the within instrument on behalf of said surety company and was duly authorized to do.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first above written.

Signature


Marianella Barnola



This area for Official Notarial Seal

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41305945

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

ANETT E CARDINALE; DAVID H CARR; MARGARET A GINEM; EILEEN C HEARD; DIANE SIDEBOTHAM

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, and Vice-President, the 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 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 the company; the signature of such officers and the seal of the Corporation may be affixed to 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 Corporation 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 8th day of January, 2014.

Attest:

Richard W. Allen III

Richard W. Allen III
President
Surety & Fidelity Operations



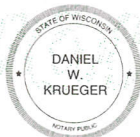
PLATTE RIVER INSURANCE COMPANY

Stephen J. Stills

Stephen J. Stills
CEO & President

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

On the 8th day of January, 2014 before me personally came Stephen J. Stills, 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 herein 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.



CERTIFICATE

Daniel W. Krueger

Daniel W. Krueger
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 24th day of September, 2015.



Alan S. Ogilvie

Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR-POA (Rev. 11-13)

C.8

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: 5
John Gioia
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO: ☒
ABSENT: ☒
ABSTAIN: ☒
RECUSE: ☒



Resolution No. 2017/430

IN THE MATTER OF approving the Subdivision Agreement (Right-of-Way Landscaping) for park acceptance PA14-00043 (cross-reference subdivision SD13-09325), for a project being developed by Western Pacific Housing, Inc., as recommended by the Interim Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHERE AS, the following documents were presented for board approval this date: A Subdivision Agreement (Right-of-Way Landscaping) with Western Pacific Housing, Inc., principal, whereby said principal agrees to complete all improvements as required in said Subdivision Agreement (Right-of-Way Landscaping) within two years from the date of said agreement. Said document was accompanied by the following:

Security to guarantee the completion of right-of-way landscaping as required by Titles 8 and 9 of the County Ordinance, as follows:

I. Cash Deposit Amount: \$7,000.00 Auditor's Deposit Permit No. 695631 Date: October 8, 2015 Submitted by: DR Horton

II. Surety Bond Bond Company: Platte River Insurance Company Bond Number: 41305945 Date: September 24, 2015
Performance Amount: \$677,000.00 Labor & Materials Amount: \$342,000.00 Principal: Western Pacific Housing, Inc. All deposit permits are on file with the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED that said Subdivision Agreement (Right-of-Way Landscaping) 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.

Contact: Lori Lorentini, (925) 313-2352

ATTESTED: December 12, 2017

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

Stacey M. Boyd
By: Stacey M. Boyd, Deputy

cc: J. LaRocque, Sherri Reed, Connie Sumpter, Lori Lorentini, T-September 20, 2018, Western Pacific Housing, Inc., Platte River Insurance Company



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer
Date: December 12, 2017

Subject: Accepting completion of landscape improvements for park acceptance PA14-00043, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2017/433 accepting completion of landscape improvements for a Subdivision Agreement (Right-of-Way Landscaping) for park acceptance PA14-00043 (cross-reference subdivision SD13-09325), for a project being developed by Western Pacific Housing, Inc., as recommended by the Interim Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

100% Developer Fees

BACKGROUND:

The developer has completed the landscape improvements per the Subdivision Agreement (Right-of-Way Landscaping), and in accordance with the Title 9 of the County Ordinance Code.

CONSEQUENCE OF NEGATIVE ACTION:

The completion of improvements will not be accepted and the maintenance/warranty period will not begin.



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: 12/12/2017



APPROVED AS
RECOMMENDED



OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Lori Lorentini, (925)
313-2352

AGENDA ATTACHMENTS

Resolution No. 2017/433

MINUTES ATTACHMENTS

Signed: Resolution No.

2017/433

Recorded at the request of: Lori Lorentini (925) 313-2352

Return To: Simone Saleh, Engineering Services

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

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: John Gioia, District I Supervisor Candace Andersen, District II Supervisor Diane Burgis, District III Supervisor Karen Mitchoff, District IV Supervisor Federal D. Glover, District V Supervisor

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2017/433

IN THE MATTER OF: Accepting completion of landscape improvements for a Subdivision Agreement (Right-of-Way Landscaping) for park acceptance PA14-00043 (cross-reference subdivision SD13-09325), for a project being developed by Western Pacific Housing, Inc., as recommended by the Interim Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS, these improvements are approximately located near Old Dougherty Road.

The Interim Public Works Director has notified this Board that the landscaping improvements for park acceptance PA14-00043 (cross-reference subdivision SD13-09325), have been completed as provided in the Subdivision Agreement (Right-of-Way Landscaping) with Western Pacific Housing, Inc., heretofore approved by this Board;

NOW, THEREFORE, BE IT RESOLVED that the landscape improvements have been COMPLETED as of December 12, 2017, thereby establishing the six-month terminal period for the filing of liens in case of action under said Subdivision Agreement (Right-of-Way Landscaping):

DATE OF AGREEMENT: December 12, 2017

NAME OF SURETY: Platte River Insurance Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for \$342,000.00, Bond No. 41305945 issued by the above surety be RETAINED for the six month lien guarantee period until June 12, 2018, at which time the Board AUTHORIZES the release of said surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that the landscaping improvements for park acceptance PA14-00043, as shown and conveyed to the Homeowner's Association on the Final Map of Subdivision SD13-09325, filed August 6, 2014, in Book 521 of maps at Page 09, Official Records of Contra Costa County, State of California, are ACCEPTED AS COMPLETE.

BE IT FURTHER RESOLVED that the beginning of the warranty and maintenance period is hereby established, and the \$7,000.00 cash deposit (Auditor's Deposit Permit No. 695631, dated October 8, 2015) made by Western Pacific Housing, Inc., and the performance/maintenance surety bond rider for \$677,000.00, Bond No. 41305945 issued by Platte River Insurance

Company be RETAINED pursuant to the requirements of Section 94-4.406 of the Ordinance Code until release by this Board.

Contact: Lori Lorentini, (925) 313-2352

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: December 12, 2017

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

By: Stacey M. Boyd, Deputy

cc: J. LaRocque, Sherri Reed, chris.lau, Maintenance, Lori Lorentini, Chris Hallford, Mapping, C. Low, City of San Ramon, T-October 12, 2018, Western Pacific Housing Inc., Platte River Insurance Company

Recorded at the request of: Lori Lorentini (925) 313-2352

Return To: Simone Saleh, Engineering Services

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

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: John Gioia, District I Supervisor Candace Andersen, District II Supervisor Diane Burgis, District III Supervisor Karen Mitchoff, District IV Supervisor Federal D. Glover, District V Supervisor

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2017/433

IN THE MATTER OF: Accepting completion of landscape improvements for a Subdivision Agreement (Right-of-Way Landscaping) for park acceptance PA14-00043 (cross-reference subdivision SD13-09325), for a project being developed by Western Pacific Housing, Inc., as recommended by the Interim Public Works Director, San Ramon (Dougherty Valley) area. (District II)

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DATE OF AGREEMENT: December 12, 2017

NAME OF SURETY: Platte River Insurance Company

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Company be RETAINED pursuant to the requirements of Section 94-4.406 of the Ordinance Code until release by this Board.

Contact: Lori Lorentini, (925) 313-2352

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: December 12, 2017

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

By: Stacey M. Boyd, Deputy



cc: J. LaRocque, Sherri Reed, chris.lau, Maintenance, Lori Lorentini, Chris Hallford, Mapping, C. Low, City of San Ramon, T-October 12, 2018, Western Pacific Housing Inc., Platte River Insurance Company



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer
Date: December 12, 2017

Subject: Approve the Notice of Intention to Sell 26.76 acres of the Marsh Creek Channel, and take related actions under CEQA, Oakley area.

RECOMMENDATION(S):

As the Governing Body of the Contra Costa County Flood Control and Water Conservaton District (District):

DETERMINE that the Project is not subject to the California Environmental Quality Act (CEQA), pursuant to Article 19 Section 15312(b) of the CEQA Guidelines. FS11-00120, DCD-CP#17-31.

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

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

APPROVE the Notice of Intention to Sell Property, identified as Department of Water Resources (DWR) Parcel No. CF-07-04, consisting of approximately 26.76 acres of Marsh Creek, in relation to the Dutch Slough Tidal Marsh Restoration Project in Oakley, California, for the sum of \$59,500, pursuant to Government Code Section 25365 and FCD Act, Section 31 (Project No. WL72RP FS11-00120)

DECLARE that this Board will meet on January 9, 2018, at 9:30 a.m. or thereafter, in the Board's Chambers,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Carmen Piña-Delgado,
925.313-2012

cc:

RECOMMENDATION(S): (CONT'D)

County Administration Building, 651 Pine Street, Martinez, California, to consummate the conveyance.

DIRECT the Real Estate Division of the Public Works Department to publish the NOI in the East Bay Times pursuant to Government Code Section 6061

FISCAL IMPACT:

100% funded by Reclamation District 2137.

BACKGROUND:

On February 14, 1968, the District acquired the real property identified as the Marsh Creek Channel in Oakley, California, described in Exhibit "A" attached hereto, for flood control purposes. Currently, the State of California, through the Department of Water Resources is implementing the Dutch Slough Tidal Marsh Restoration Project (Project), which entails wetland and upland restoration and public access to the 1,178 acre Dutch Slough property owned by DWR. The Project seeks to restore habitat for native fishes and other aquatic and wetland species. (SCH#2006042009)

CONSEQUENCE OF NEGATIVE ACTION:

DWR will not have sufficient land rights to construct the Project.

ATTACHMENTS

Exhibit A

CEQA Documents

Notice of Intention

CF-07-04

All that real property lying in Section 19, Township 2 North, Range 3 East, M.D.M., City of Oakley, County of Contra Costa, State of California, also being portions of the lands described in the deed recorded December 13, 1965 in Book 5012 of Official Records, Page 341 and the deed recorded October 7, 1968 in Book 5724 of Official Records, Page 106, Official Records of said County, described as follows:


CCCFC&WCD
Parcel No. 5166

The parcel of land designated "CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (5724 OR 107)" as said parcel is shown on the Record of Survey filed January 25, 2008 in Book 138 of LICENSED SURVEYORS' MAPS (L.S.M.) at Page 23, Official Records of said County, lying Northerly of the Westerly extension of the Northerly boundary of the parcel of land designated "CONTRA COSTA CANAL U.S.A. (718 OR 280)" as said parcel is shown on said Record of Survey.

EXCEPTING THEREFROM all hydrocarbon and mineral rights at a depth of 500 feet or more below the natural surface of the ground.

Subject to reservations and easements of record.

Said property is show upon the CCCFC&WCD drawings numbered: ED-457, ED-458 and ED-459.


Albert De Leon LS 7716

July 14, 2017



JUL 14 2017

PUBLIC WORKS DEPARTMENT
INITIAL STUDY OF
ENVIRONMENTAL SIGNIFICANCE

PROJECT NUMBER: WL72RP (FS11-00120)
CP# 17-31

PROJECT NAME: Dutch Slough Tidal Marsh Restoration

PREPARED BY: Laura Cremin *AB*

DATE: August 22, 2017

APPROVED BY: *Sub CCB*

DATE: 9-14-17

RECOMMENDATIONS:

☒ Categorical Exemption: [Class 12(b)]

☐ Environmental Impact Report Required

☐ Negative Declaration

☐ 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 the sale of government property, pursuant to section 15312(b) of the CEQA guidelines.

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

USGS Quad Sheet: <u>Jersey Island</u>	Base Map Sheet #: <u>G-26</u>	Parcel #: <u>037-191-XXX</u>
---------------------------------------	-------------------------------	------------------------------

GENERAL CONSIDERATIONS:

- Location:** The project is located in East Contra Costa County, in the City of Oakley, adjacent to Dutch Slough (see Fig. 1).
- Project Description:** The purpose of this Project is to approve a Notice of Intention to sell a portion of Marsh Creek Channel (26.76 acres), in relation to the Dutch Slough Tidal Marsh Restoration Project, to the State of California, Department of Water Resources. The parcel is identified as Parcel Number 037-191-XXX (see Fig. 2), which is adjacent to parcel 037-191-036. This CEQA documentation covers the sale of the property only.

General Plan Conformance is necessary from the City of Oakley.

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? YES: City of Oakley

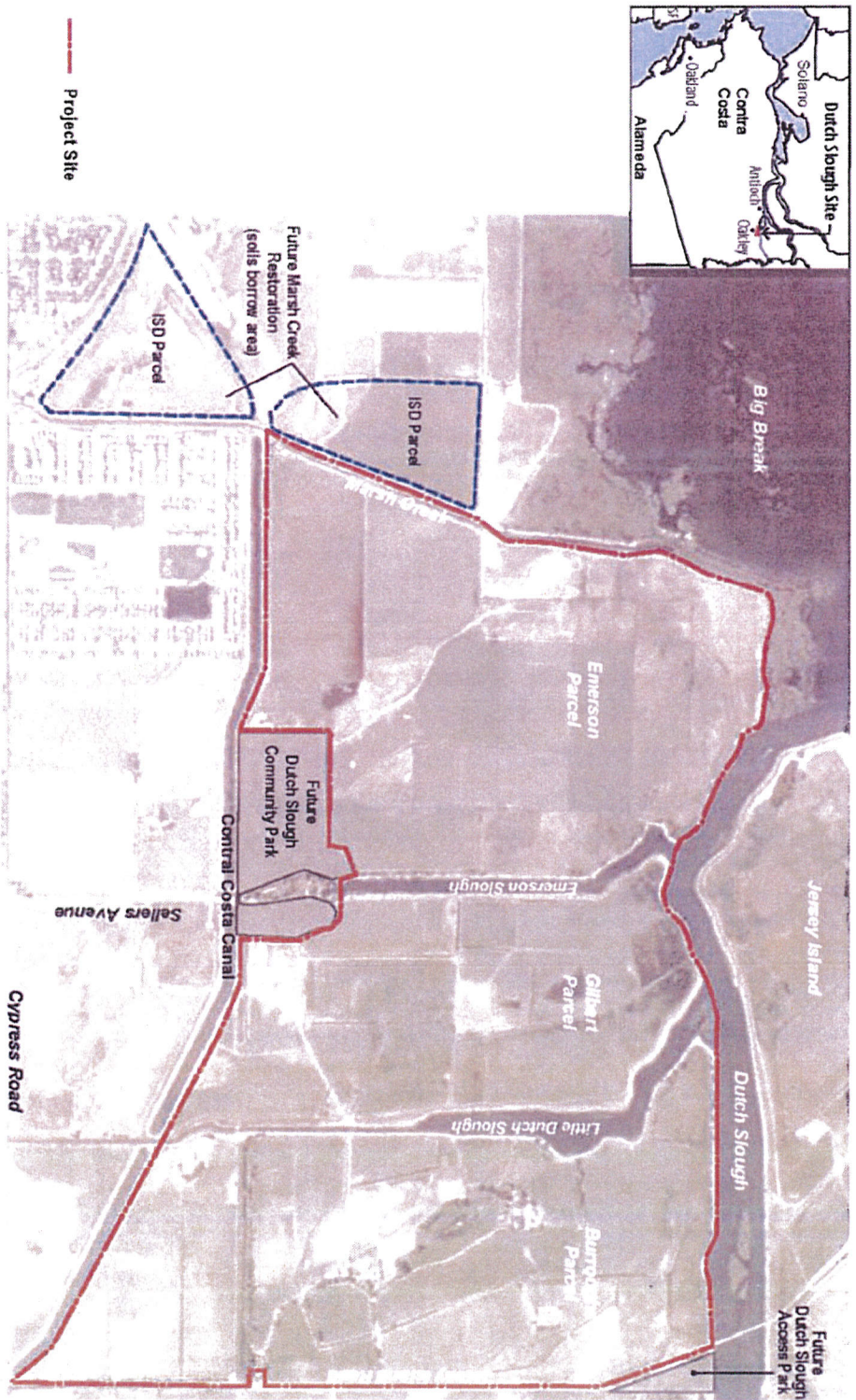
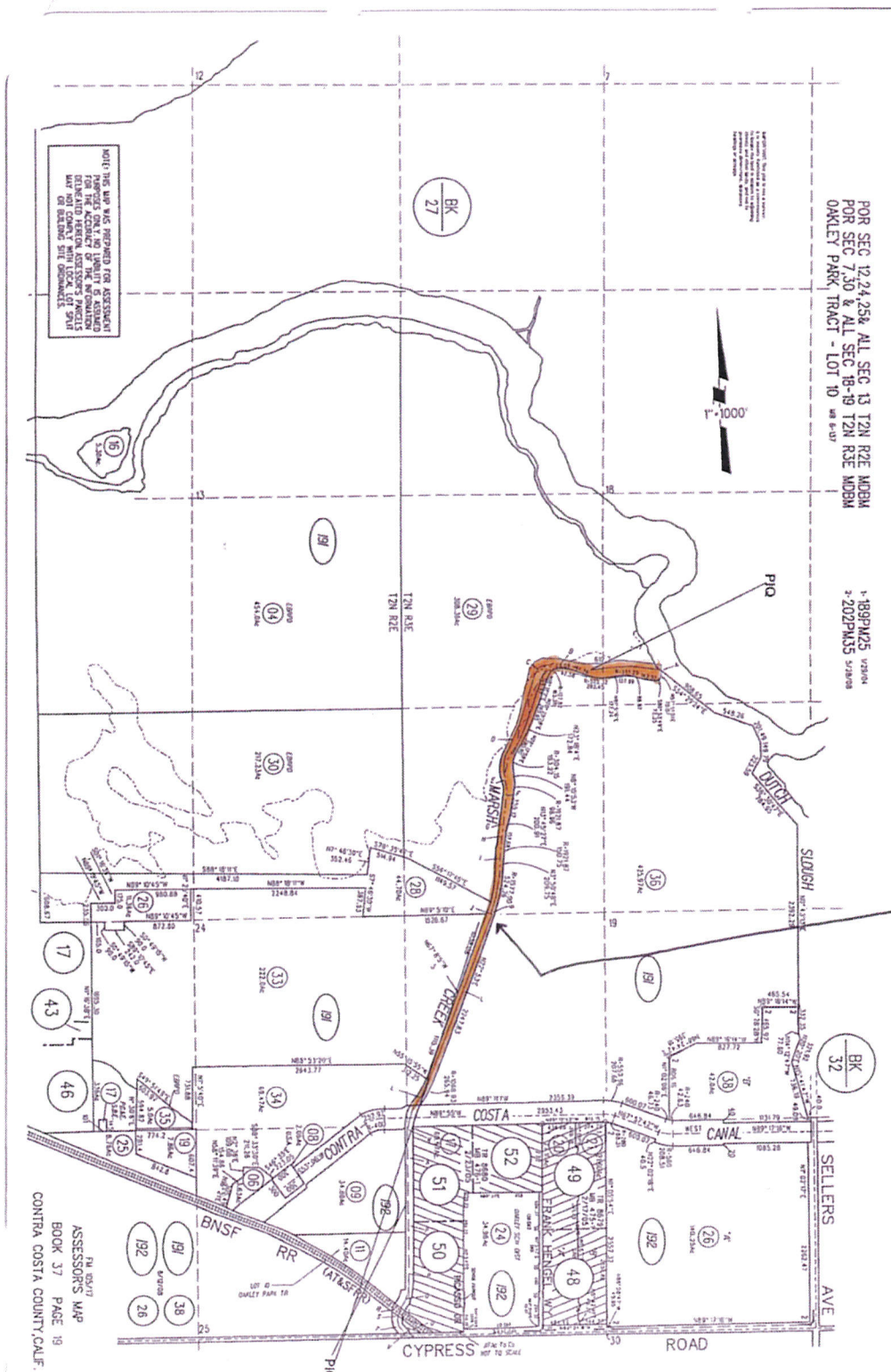


Figure 1



CCC Flood
Control
Parcel 037-
191-XXX

Figure 2

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: Dutch Slough Tidal Marsh Restoration
Proj. No. WL72RP (FS11-00120) CP# 17-31

Project Applicant: **Contra Costa County Public Works Department**

Project Location – **Specific:** The project is in the City of Oakley, adjacent to parcel 037-191-036.

Project Location: East Contra Costa County

Project Location – County: **Contra Costa**

Description of Nature, Purpose and Beneficiaries of Project:

The purpose of this Project is to approve a Notice of Intention to sell a portion (26.76 acres) of Contra Costa County Flood Control and Water Conservation District (FC District) property (APN 037-191-XXX) to the State of California, Department of Water Resources. The sale is in relation to the Dutch Slough Tidal Marsh Restoration Project. This CEQA documentation covers the sale of the property only.

General Plan Conformance is necessary from the City of Oakley.

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>Class 12 (b)</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 the sale of surplus government property, pursuant to Section 15312(b) 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 - \$3,078. ²⁵ |
| <input type="checkbox"/> Neg. Dec. - \$2,216. ²⁵ |
| <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
FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
255 Glacier Drive
Martinez, CA 94553**

NOTICE OF INTENTION

As the governing body of the Contra Costa County Flood Control and Water Conservation District, the Board of Supervisors of Contra Costa County declares its intention to convey to the State of California, Department of Water Resources at a price of \$59,500, a portion of the Marsh Creek Channel which consists of approximately 26.76 acres in relation to the Dutch Slough Tidal Marsh Restoration Project in Oakley, California and more particularly described in Exhibit "A" available for review at the Contra Costa County Public Works Department, Real Estate Division, 255 Glacier Drive, Martinez, California. The Board Order dated December 12, 2017 declares that the Board will meet on January 9, 2018 at 9:30 a.m. or thereafter, in its Chambers, County Administration Building, 651 Pine Street, Martinez, California, to consummate the conveyance.

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

By _____, Deputy

Publication Date:

December 15 through December 22, 2017



Contra
Costa
County

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: December 12, 2017

Subject: APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a hangar rental agreement with Buchanan Field Airport Hangar tenant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Sean White and Blair White for a shade hangar at Buchanan Field Airport effective October 28, 2017 in the monthly amount of \$177.07, Pacheco area. (District IV)

FISCAL IMPACT:

The Airport Enterprise Fund will realize \$2,124.84 annually.

BACKGROUND:

On September 1, 1970, Buchanan Airport Hangar Company entered into a 30-year lease with Contra Costa County for the construction of seventy-five (75) hangars and eighteen (18) aircraft shelters at Buchanan Field Airport. Buchanan Airport Hangar Company was responsible for the maintenance and property management of the property during that 30-year period.

On September 1, 2000, the County obtained ownership of the aircraft hangars and shelters, pursuant to the terms of the above lease.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II
Supervisor

Diane Burgis, District III
Supervisor

Karen Mitchoff, District IV
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: December 12, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Beth Lee, (925) 681-4200

cc:

BACKGROUND: (CONT'D)

On February 13, 2007, Contra Costa County Board of Supervisors approved the new Large Hangar Lease Agreement for use with the larger East Ramp Hangars.

On February 3, 2008, Contra Costa County Board of Supervisors approved the amended T-Hangar Lease Agreement which removed the Aircraft Physical Damage Insurance requirement. The new amended T-hangar Lease Agreement will be used to enter into this aircraft rental agreement.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action will cause a loss of revenue to the Airport Enterprise Fund.

ATTACHMENTS

Hangar Rental Agmt - S White and B White

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** October 28, 2017 ("Effective Date"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), **Sean White and Blair White** ("**Renter**"), hereby mutually agree and promise as follows:
2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement ("**Rental Agreement**") by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.
3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form ("**Renter's Aircraft**").
4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # **B-07** on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site ("**T-Hangar Site**") and shall hereinafter be described as the "**T-Hangar.**"

Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.
5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly

related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft; (3) the storage of one boat, or one recreational vehicle, or one motorcycle, or one automobile, provided that Renter first provides to Airport proof of Renter's ownership and original registration of any stored boat or vehicle, for inspection and copying; and/or (4) the storage of comfort items (such as a couch, small refrigerator, etc.) that the Director of Airports, in his sole discretion, determines will not impede the use of the hangar for the storage of Renter's Aircraft, and are not prohibited by applicable building and fire codes. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the T-Hangar for the storage of aircraft not owned or leased by Renter is prohibited. ("Aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the T-Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not registered as of the Effective Date, upon completion of construction, Renter shall register and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM:** This Rental Agreement shall be from month to month commencing **October 28, 2017**, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

- A. **Monthly Rent and Additional Rent.** Renter shall pay \$ **177.07** in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: December 12, 2017

Subject: Claims

RECOMMENDATION(S):

DENY claims filed by Joan Eidson, Enterprise Rent-A-Car, Viking Billing Services for Hertz Corp., and Tony Wagoner.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Joan Eidson: Property claim for damage to property in undisclosed amount

Enterprise Rent-A-Car: Property claim for damage to vehicle in the amount of \$1,270.70

Viking Billing Services for Hertz Corporation: Property claim for damage to vehicle in the amount of \$419.20

Tony Wagoner: Property claim for damage to vehicle in the amount of \$1,098.87

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II
Supervisor

Diane Burgis, District III
Supervisor

Karen Mitchoff, District IV
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: December 12, 2017

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

By: Stephanie Mello, Deputy

Contact: Scott Selby 925.335-1400

cc:



Contra Costa County

To: Board of Supervisors
 From: David Twa, County Administrator
 Date: December 12, 2017

Subject: CSAC Institute Graduates

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
 ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
 COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
 RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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 Diane Burgis, District III Supervisor
 Karen Mitchoff, District IV
 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: December 12, 2017

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

By: Stephanie Mello, Deputy

Contact: Jami Napier,
 925.335.1908

cc:

AGENDA ATTACHMENTS

Resolution No. 2017/427

MINUTES ATTACHMENTS

Signed Resolution No.

2017/427

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

In the matter of:

Resolution No. 2017/427

recognizing Forty (40) County employees who completed the second annual 2017 Contra Costa County CSAC Institute

WHEREAS, the members of the Board of Supervisors of Contra Costa County are pleased to extend congratulations to Jane Andreotti, Jeffrey Bailey, Todd Billeci, Joanne Bohren, Sara Brady, Paul Burgarino, Diane Burgis, Robert Campbell, Arturo Castillo, Melinda Cervantes, Monika Cooper, Dianne Dinsmore, Ann Elliott, Timothy Ewell, Susan Ferguson, David Fraser, Elizabeth Gutierrez, Rebecca Hooley, Beth Kilian, Warren Lai, Devorah Levine, Jackie Lorrekovich, John Lowden, Douglass MacMaster, Arnai Maxey, Aaron McAlister, Anne O, Analiza Pinlac, Carrie Ricci, Robert Rogers, Lesha Roth, Gladys Scott-Reid, Scott Selby, Melinda Self, Maureen Toms, Barbara Vargen-Kotchevar, Laura Wilson, Norman Wright, Nancy Yee, and Kelli Zenn for earning their CSAC California County Supervisor or CSAC California County Senior Executive Credentials; and

WHEREAS, the California State Association of Counties (CSAC) Institute For Excellence in County Government was created to provide a continuing education resource for new and experienced California county officials and senior staff and to meet demands from county supervisors and senior executives who have few accessible opportunities for professional continuing education; and

WHEREAS, County officials recognize they don't have the luxury of time to learn on-the-job and can't afford to be without the best leadership and knowledge capacities to be as effective as possible; and

WHEREAS, there are few available learning opportunities where participants can interact with their peers, share experiences and learn from each other.

WHEREAS, CSAC Institute courses are designed specifically to meet the continuing education needs of County Supervisors and Senior Executives and Staff; and

WHEREAS, CSAC Institute courses are a cost-effective resource designed to help participants ask better questions to get the information needed to quickly understand issues and make better decisions, to give better answers to questions and more clearly interpret county government and policy issues to constituents, the community, employees, and to strengthen leadership practices and knowledge competencies throughout the county organization and help prepare emerging leaders; and

WHEREAS, the Institute offers two credential opportunities to those who complete thirty (30) credits, the *Credentialed California County Supervisor* (for elected county supervisors) and *Credentialed California County Senior Executive* (for senior executives: CAO/CEO, deputy or assistant CAO/CEO, elected and appointed department heads, senior analysts and other senior managers); and

WHEREAS, Contra Costa County, in partnership with the CSAC Institute, created the Contra Costa County CSAC Institute in January 2016, and offered a second year of the program consisting of ten (10) courses, and running for ten (10) consecutive months from January, 2017 through October, 2017; and

NOW, THEREFORE, BE IT RESOLVED that forty (40) County employees completed the second annual Contra Costa County CSAC Institute and earned their credentials.

FEDERAL D. GLOVER
Chair, District V Supervisor

JOHN GIOIA
District I Supervisor

CANDACE ANDERSEN
District II Supervisor

DIANE BURGIS
District III Supervisor

KAREN MITCHOFF
District IV 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: December 12, 2017

David J. Twa,

By: _____, Deputy

The Board of Supervisors of Contra Costa County, California

PR.1 , C.13

In the matter of recognizing Forty (40) County
employees who completed the second annual 2017
Contra Costa County CSAC Institute

Resolution No. 2017/427

WHEREAS, the members of the Board of Supervisors of Contra Costa County are pleased to extend congratulations to Jane Andreotti, Jeffrey Bailey, Todd Billeci, Joanne Bohren, Sara Brady, Paul Burgarino, Diane Burgis, Robert Campbell, Arturo Castillo, Melinda Cervantes, Mcnika Cooper, Dianne Dinsmore, Ann Elliott, Timothy Ewell, Susan Ferguson, David Fraser, Elizabeth Gutierrez, Rebecca Hooley, Beth Kilian, Warren Lai, Deborah Levine, Jackie Lorrekovich, John Lowden, Douglass MacMaster, Arnai Maxey, Aaron McAlister, Anne O, Analiza Pinlac, Carrie Ricci, Robert Rogers, Lesha Roth, Gladys Scott-Reid, Scott Selby, Melinda Self, Maureen Toms, Barbara Vargen-Kotchevar, Laura Wilson, Norman Wright, Nancy Yee, and Kelli Zenn for earning their CSAC California County Supervisor or CSAC California County Senior Executive Credentials; and

WHEREAS, the California State Association of Counties (CSAC) Institute For Excellence in County Government was created to provide a continuing education resource for new and experienced California county officials and senior staff and to meet demands from county supervisors and senior executives who have few accessible opportunities for professional continuing education; and

WHEREAS, County officials recognize they don't have the luxury of time to learn on-the-job and can't afford to be without the best leadership and knowledge capacities to be as effective as possible; and

WHEREAS, there are few available learning opportunities where participants can interact with their peers, share experiences and learn from each other; and

WHEREAS, CSAC Institute courses are designed specifically to meet the continuing education needs of County Supervisors and Senior Executives and Staff; and

WHEREAS, CSAC Institute courses are a cost-effective resource designed to help participants ask better questions to get the information needed to quickly understand issues and make better decisions, to give better answers to questions and more clearly interpret county government and policy issues to constituents, the community, employees, and to strengthen leadership practices and knowledge competencies throughout the county organization and help prepare emerging leaders; and

WHEREAS, the Institute offers two credential opportunities to those who complete thirty (30) credits, the Credentialed California County Supervisor (for elected county supervisors) and Credentialed California County Senior Executive (for senior executives: CAO/CEO, deputy or assistant CAO/CEO, elected and appointed department heads, senior analysts and other senior managers); and

WHEREAS, Contra Costa County, in partnership with the CSAC Institute, created the Contra Costa County CSAC Institute in January 2016, and offered a second year of the program consisting of ten (10) courses, and running for ten (10) consecutive months from January, 2017 through October, 2017.

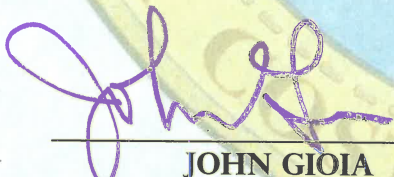
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognize that forty (40) County employees completed the second annual Contra Costa County CSAC Institute and earned their credentials.

PASSED by a unanimous vote of the Board of Supervisors members present this 12th day of December, 2017.



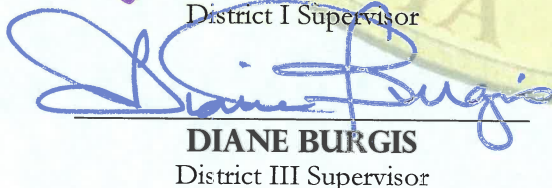
FEDERAL D. GLOVER

Chair,
District V Supervisor



JOHN GIOIA

District I Supervisor



DIANE BURGIS

District III Supervisor



CANDACE ANDERSEN

District II Supervisor



KAREN MITCHOFF

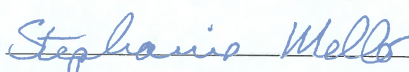
District IV Supervisor



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: December 12, 2017

DAVID TWA, Clerk of the Board of Supervisors and County Administrator

By , Deputy



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer
Date: December 12, 2017

Subject: Recognizing Carmen Piña-Delgado on her 35 years of service to Contra Costa County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II
Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV
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: December 12, 2017

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

By: Stephanie Mello, Deputy

Contact: Karen Laws, 925.
313-2228

cc:

AGENDA ATTACHMENTS

Resolution No. 2017/434

MINUTES ATTACHMENTS

Signed Resolution No.

2017/434

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

In the matter of:

Resolution No. 2017/434

RECOGNIZING the contributions of Carmen Piña-Delgado on her 35 years of service to Contra Costa County.

WHEREAS in June of 1980, Carmen Piña-Delgado graduated from Heald Business College in the Administrative Assistant and Business Communication skills program.

WHEREAS in February of 1981, Carmen Piña-Delgado started her career with the County Administrator's Office as a Clerk-Experienced Level under the Affirmative Action Officer and due to budget cuts was let go; and

WHEREAS in October of 1981, Carmen Piña-Delgado was rehired by the Health Services Department as a Clerk-Experienced Level in the Public Health Division; and

WHEREAS in October of 1984 Carmen was promoted to Clerk Senior Level with the Health Services Department in the Public Health Division; and

WHEREAS in January of 1992 Carmen promoted to the position of a Real Property Technical Assistant with the Public Works Department in the Real Estate Division; and

WHEREAS in June of 1996 she was promoted to Senior Real Property Technical Assistant in the Real Estate Division; and

WHEREAS in May of 2001, Carmen graduated from Los Medanos College completing the Associate of Science Degree in Real Estate in order to qualify for advancement into the Real Property Agent Series in the Real Estate Division; and

WHEREAS in June of 2001, Carmen was promoted to Assistant Real Property Agent in the Real Estate Division; and

WHEREAS in January of 2002, Carmen was recognized by the Public Works Director for her combined efforts with other County staff in producing and translating the Spanish version of the Public Works video; and

WHEREAS in July of 2002, Carmen resigned from the County to relocate to the Island of Puerto Rico and rehired as an Assistant Real Property Agent in February of 2004; and

WHEREAS in September of 2005, she promoted to Associate Real Property Agent in the Real Estate Division and received her Senior Right of Way Designation through the International Right of Way Association; and

WHEREAS in April of 2009, she promoted to Senior Real Property Agent in the Real Estate Division; and

WHEREAS in June of 2014, Carmen was promoted as Interim Supervising Real Property Agent and in November of 2015 permanently filled the position as Supervising Real Property Agent in the Real Estate Division; and

WHEREAS Carmen was born in Puerto Rico, is very family oriented, and raised a wonderful son; and

WHEREAS she continues to contribute her time to the Saint Vincent de Paul Food Pantry at her church and enjoys dancing Zumba and Salsa; and

WHEREAS Carmen has a great work ethic and has made a difference in the Public Works Department by delivering quality services in each division, County-wide, and with outside agencies/consultants she has worked with (i.e. the Contra Costa Transportation Authority, Solano Transportation Authority, Metropolitan Transportation Commission, Bay Area Infrastructure Financing Authority, Caltrans, Town of Windsor, Town of Moraga, City of Berkeley, City of Orinda and City of Cloverdale); and

NOW, THEREFORE, IT IS BY THE BOARD RESOLVED that Carmen Piña-Delgado be recognized for her 35 year anniversary of dedicated service to Contra Costa County and for the high quality of work performed by her during her career.

FEDERAL D. GLOVER

Chair, District V Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II Supervisor

DIANE BURGIS

KAREN MITCHOFF

District III Supervisor

District IV 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: December 12, 2017

David J. Twa,

By: _____, Deputy

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

C.14

In the matter of recognizing the contributions of Carmen Piña-Delgado on her 35 years of service to Contra Costa County

Resolution No. 2017/434

WHEREAS, in June of 1980, Carmen Piña-Delgado graduated from Heald Business College in the Administrative Assistant and Business Communication skills program; and

WHEREAS, in February of 1981, Carmen Piña-Delgado started her career with the County Administrator's Office as a Clerk-Experienced Level under the Affirmative Action Officer and due to budget cuts was let go; and

WHEREAS, in October of 1981, Carmen Piña-Delgado was rehired by the Health Services Department as a Clerk-Experienced Level in the Public Health Division; and

WHEREAS, in October of 1984 Carmen was promoted to Clerk Senior Level with the Health Services Department in the Public Health Division; and

WHEREAS, in January of 1992 Carmen promoted to the position of a Real Property Technical Assistant with the Public Works Department in the Real Estate Division; and

WHEREAS, in June of 1996 she was promoted to Senior Real Property Technical Assistant in the Real Estate Division; and

WHEREAS, in May of 2001, Carmen graduated from Los Medanos College completing the Associate of Science Degree in Real Estate in order to qualify for advancement into the Real Property Agent Series in the Real Estate Division; and

WHEREAS, in June of 2001, Carmen was promoted to Assistant Real Property Agent in the Real Estate Division; and

WHEREAS, in January of 2002, Carmen was recognized by the Public Works Director for her combined efforts with other County staff in producing and translating the Spanish version of the Public Works video; and

WHEREAS, in July of 2002, Carmen resigned from the County to relocate to the Island of Puerto Rico and rehired as an Assistant Real Property Agent in February of 2004; and

WHEREAS, in September of 2005, she promoted to Associate Real Property Agent in the Real Estate Division and received her Senior Right of Way Designation through the International Right of Way Association; and

WHEREAS, in April of 2009, she promoted to Senior Real Property Agent in the Real Estate Division; and

WHEREAS, in June of 2014, Carmen was promoted as Interim Supervising Real Property Agent and in November of 2015 permanently filled the position as Supervising Real Property Agent in the Real Estate Division; and

WHEREAS, Carmen was born in Puerto Rico, is very family oriented, and raised a wonderful son; and

WHEREAS, she continues to contribute her time to the Saint Vincent de Paul Food Pantry at her church and enjoys dancing Zumba and Salsa; and

WHEREAS, Carmen has a great work ethic and has made a difference in the Public Works Department by delivering quality services in each division, County-wide, and with outside agencies/consultants she has worked with (i.e. the Contra Costa Transportation Authority, Solano Transportation Authority, Metropolitan Transportation Commission, Bay Area Infrastructure Financing Authority, Caltrans, Town of Windsor, Town of Moraga, City of Berkeley, City of Orinda and City of Cloverdale).

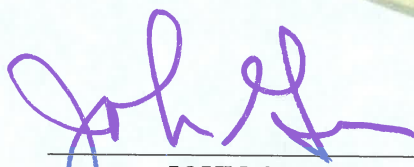
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognize Carmen Piña-Delgado for her 35 year anniversary of dedicated service to Contra Costa County and for the high quality of work performed by her during her career.

PASSED by a unanimous vote of the Board of Supervisors members present this 12th day of December, 2017.

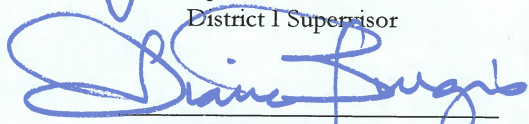


FEDERAL D. GLOVER

Chair,
District V Supervisor



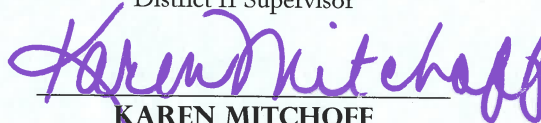
JOHN GIOIA
District I Supervisor



DIANE BURGIS
District III Supervisor



CANDACE ANDERSEN
District II Supervisor



KAREN MITCHOFF
District IV 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: December 12, 2017

DAVID TWA, Clerk of the Board of Supervisors and County Administrator

By Stephanis Mello, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: December 12, 2017

Subject: Resolution of Intention to Form Zone 2607 of County Service Area P-6 in the Unincorporated Area of Martinez

RECOMMENDATION(S):

1. ADOPT Resolution No. 2017/435, initiating proceedings for the formation of a new zone, Zone 2607, within County Service Area P-6, in the unincorporated area of the County near Martinez.
2. FIX a public hearing for January 23, 2018, at 9:30 a.m., on the formation of Zone 2607 within County Service Area P-6.
3. FIX a public hearing for January 23, 2018, at 9:30 a.m., to consider the adoption of Ordinance No. 2018-01, which would authorize the levy of a special tax to augment funding for police protection services in proposed Zone 2607, and to authorize submission of the ordinance to the voters for approval at the March 27, 2018, election.

FISCAL IMPACT:

The cost of establishing the proposed Police Services Special Tax District is paid for by the developer of the subdivision.

BACKGROUND:

Per the conditions of approval for Subdivision 9065 (County File #SD05-9065), the developer of the property identified as 3128 Sycamore Street in the unincorporated area near Martinez is required to establish a Special Police Services Tax District for the 30-lot subdivision prior to recording the final map for the subdivision. The proposed special tax district would fund an increase in the level of police protection services that is provided in the

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Jennifer Cruz, (925)
674-7790

cc:

BACKGROUND: (CONT'D)

unincorporated area of Martinez.

Adoption of a resolution of intent to form a new tax district (Resolution No. 2017/435) is required by Government Code Section 25217, subdivision (b), as the first step in forming the proposed zone, which will serve as the vehicle to collect special taxes within the proposed zone if the tax measure is approved by the voters at a March 27, 2018, ballot. The resolution includes information regarding the name and boundaries of the zone, the different level of services to be provided, and the method by which the increased level of service is to be funded. The resolution also directs the Clerk of the Board to publish and mail notice of a public hearing regarding the proposed zone formation. It is recommended that the Board set this hearing for 9:30 a.m. on January 23, 2018.

If at the conclusion of that public hearing the Board determines that more than 50% of the total number of voters residing within the proposed zone have filed written objections to the formation, Government Code Section 25217.1, subdivision (b)(1), would require the Board to determine that a majority protest exists and to terminate the proceedings. The proposed police service district consists of two parcels totaling 1.5 acres owned by LC Martinez Properties LLC, who per the conditions of approval for the subdivision are required to establish the police service district prior to recording the final map.

If there is no majority protest and the Board elects to proceed with the formation of the zone, a second public hearing would be required to consider the approval of Ordinance No. 2018-01, pertaining to the proposed levy of a special tax on the subject parcel within Zone 2607 for police protection services and submission of the measure to the voters, pursuant to Government Code Section 50077, subdivision (a). It is recommended that this hearing be set at 9:30 a.m. on January 23, 2018, immediately following the hearing on the zone formation. If the Board thereafter adopts Ordinance 2018-01, then the tax measure would be submitted for placement on a March 27, 2018, ballot.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve this item, then Ordinance No. 2018-01 will not be adopted and formation of Special Tax Zone 2607 will not occur, and the hearing for establishment of the Police Services Special Tax District will not occur at the January 23, 2018, hearing.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

AGENDA ATTACHMENTS

Resolution No. 2017/435

Exhibit A-Legal Desc.

Exhibit B-Plat Map

MINUTES ATTACHMENTS

Signed Resolution No. 2017/435

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

Adopted this Resolution on 12/12/2017 by the following vote:

John Gioia
Candace Andersen
AYE: 5 Diane Burgis
Karen Mitchoff
Federal D. Glover

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2017/435

RESOLUTION OF INTENTION TO FORM ZONE 2607 OF COUNTY SERVICE AREA P-6 IN THE UNINCORPORATED COUNTY AREA NEAR MARTINEZ

The Board of Supervisors of Contra Costa County RESOLVES:

1. The Board of Supervisors of Contra Costa County proposes the formation of new zone in the unincorporated Martinez area of County Service Area (CSA) P-6, pursuant to Article 8 of Chapter 2.3 of Part 2 of Division 2 of Title 3 of the California Government Code.
2. The boundaries of the territory to be included in the zone area are described in 'Exhibit A' and shown in 'Exhibit B', both of which are attached hereto and incorporated herein by this reference.
3. The formation of Zone 2607 is proposed to provide the County of Contra Costa with a method of financing an increased level of police protection services to the area within the zone.
4. The proposed zone would provide a level of police protection services that exceeds the level of service outside the zone, and if approved by the voters, the proposed zone would generate additional revenue in the form of special taxes to fund the increase in this level of service.
5. The increase in the level of service would be financed through the levy of a voter-approved special tax on all taxable parcels within the zone.
6. The name proposed for the zone is "Zone 2607" of CSA P-6.

At 9:30 a.m. on January 23, 2018, in the Chamber of the Board of Supervisors, County Administration Building, 651 Pine Street, Martinez, CA 94553, this Board will conduct a public hearing upon the proposed formation of Zone 2607 of CSA P-6.

The Clerk of the Board is hereby directed to give notice of the public hearing by (1) publishing a notice that complies with Government Code Section 25217, subdivision (d)(1), pursuant to Government Code Section 6061; (2) mailing the notice to all owners of property within the proposed zone; (3) mailing the notice to each city and special district that contains, or whose sphere of influence contains the proposed zone; and (4) verifying that the notice is posted in at least three public places within the territory of the proposed zone.

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: December 12, 2017

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

Contact: Jennifer Cruz, (925) 674-7790

By: June McHuen, Deputy

cc:

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: John Gioia
 Candace Andersen
 Diane Burgis
 Karen Mitchoff
 Federal D. Glover

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2017/435

RESOLUTION OF INTENTION TO FORM ZONE 2607 OF COUNTY SERVICE AREA P-6 IN THE UNINCORPORATED COUNTY AREA NEAR MARTINEZ

The Board of Supervisors of Contra Costa County RESOLVES:

1. The Board of Supervisors of Contra Costa County proposes the formation of new zone in the unincorporated Martinez area of County Service Area (CSA) P-6, pursuant to Article 8 of Chapter 2.3 of Part 2 of Division 2 of Title 3 of the California Government Code.
2. The boundaries of the territory to be included in the zone area are described in 'Exhibit A' and shown in 'Exhibit B', both of which are attached hereto and incorporated herein by this reference.
3. The formation of Zone 2607 is proposed to provide the County of Contra Costa with a method of financing an increased level of police protection services to the area within the zone.
4. The proposed zone would provide a level of police protection services that exceeds the level of service outside the zone, and if approved by the voters, the proposed zone would generate additional revenue in the form of special taxes to fund the increase in this level of service.
5. The increase in the level of service would be financed through the levy of a voter-approved special tax on all taxable parcels within the zone.
6. The name proposed for the zone is "Zone 2607" of CSA P-6.

At 9:30 a.m. on January 23, 2018, in the Chamber of the Board of Supervisors, County Administration Building, 651 Pine Street, Martinez, CA 94553, this Board will conduct a public hearing upon the proposed formation of Zone 2607 of CSA P-6.

The Clerk of the Board is hereby directed to give notice of the public hearing by (1) publishing a notice that complies with Government Code Section 25217, subdivision (d)(1), pursuant to Government Code Section 6061; (2) mailing the notice to all owners of property within the proposed zone; (3) mailing the notice to each city and special district that contains, or whose sphere of influence contains the proposed zone; and (4) verifying that the notice is posted in at least three public places within the territory of the proposed zone.

Contact: Jennifer Cruz, (925) 674-7790

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: December 12, 2017

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

By: June McHuen, Deputy

cc:

EXHIBIT "A"

LEGAL DESCRIPTION

FOR POLICE SERVICES DISTRICT FORMATION FOR SUBDIVISION 9065

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

BEING ALL OF LOTS 4, THROUGH 8 AND LOTS 14 THROUGH 20 IN BLOCK 3, AS SHOWN ON THE SUBDIVISION MAP ENTITLED "MARTINEZ OAK KNOLL TRACT", FILED NOVEMBER 22, 1915. IN BOOK 14 OF MAPS, PAGE 292, OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, AND PORTION OF THE RANCHO LAS JUNTAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SYCAMORE AVENUE AND SANTA FE AVENUE; THENCE ALONG SAID CENTERLINE, SOUTH 01° 08' 17" WEST, 139.84 FEET; THENCE SOUTH 88° 51' 43" EAST, 25.00 FEET TO THE NORTHWEST CORNER OF LOT 4, SAME POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE SOUTH 89° 14' 00" EAST, 108.00 FEET; THENCE NORTH 01° 08' 17" EAST, 120.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SYCAMORE AVENUE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 89° 14' 00" EAST, 146.95 FEET; THENCE SOUTH 00° 31' 54" WEST, 280.02 FEET TO A POINT ON THE NORTH LINE OF LOTS 1 THROUGH 6 AS SHOWN ON THE SUBDIVISION MAP ENTITLED "SUBDIVISION 7497 – PARKSIDE II", FILED APRIL 3, 1991. IN BOOK 356 OF MAPS, PAGE 10, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTH LINES OF LOTS 6 THROUGH 1, THE FOLLOWING THREE (3) COURSES: (1) NORTH 89° 13' 42" WEST, 149.91 FEET, (2) SOUTH 01° 08' 17" WEST, 35.00 FEET, AND (3) SOUTH 88° 07' 20" WEST, 108.15 FEET TO THE NORTHWEST CORNER OF LOT 2, SAME POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SANTA FE AVENUE; THENCE ALONG SAID EAST LINE, NORTH 01° 08' 17" EAST, 200.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 62,892 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A PLAT ENTITLED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART OF.



VINCENT J. D'ALO

LS 4210



08/29/17

DATE

EXHIBIT B

SYCAMORE STREET

N89°14'00"W 280.82'(T)

132.87'

147.95'

P.O.C.

N0°46'00"E
20.00'

N89°14'00"W 146.95'

GRASSWOOD
PROPERTIES LLC

APN: 375-311-002

N88°51'43"W
25.00'

P.O.B.

N1°08'17"E 120.00'

N89°14'00"W 108.00'

LC MARTINEZ PROPERTIES
2017-072953-00

APN: 375-311-001
375-311-003

N0°31'54"E 280.02'

HOWE ROAD

SANTE FE AVENUE

N1°08'17"E 409.82'(T)

200.00

N1°08'17"E 200.00'

N1°08'17"E
35.00'

S89°13'42"E 149.91'

N88°07'20"E 108.15'

N88°51'43"W
25.00'

T R A C T
4

7 4 9 7 - 3 5 6 M 1 0
5 6

LEGEND

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
(T) TOTAL
BOUNDARY LINE
ADJACENT PROPERTY LINE



(IN FEET)

1 inch = 50 ft.

MARTINEZ

CONTRA COSTA COUNTY

CALIFORNIA



ALIQUOT

Planners
Civil Engineers
Surveyors

Aliquot Associates, Inc.
1390 S. Main St. - Ste. 310
Walnut Creek, CA 94596
Telephone: (925) 476-2300
Fax: (925) 476-2350

Subject BOUNDARY EXHIBIT

Job No. 216038 Scale 1" = 50'

By MM Date 8/25/2017 Chkd. VJD

SHEET 1 OF 2



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: December 12, 2017

Subject: Reappointments to the Byron-Brentwood-Knightsen Union Cemetery District

RECOMMENDATION(S):

REAPPOINT the following individuals to the Byron-Brentwood-Knightsen Union Cemetery District to a term expiring December 31, 2021, as recommended by Supervisor Diane Burgis.

Trustee 2 seat

Barbara Guise
Brentwood, CA 94513

Trustee 3 seat

Patricia Bristow
Byron, CA 94514

FISCAL IMPACT:

None.

BACKGROUND:

The Trustee 2 and 3 seats expire December 31, 2017 on the Byron-Brentwood-Knightsen Union Cemetery District. The seats were advertised by the district office and applications were accepted. The decision to reappoint Mr. Bristow and Mr. Guise was then determined.



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: 12/12/2017



APPROVED AS
RECOMMENDED



OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

Contact: Lea Castleberry, (925)
252-4500

By: Stacey M. Boyd, Deputy

cc:

BACKGROUND: (CONT'D)

There are no additional seats on the Union Cemetery District to fill at this time. The next trustee seat expires December 31, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

The seats will remain vacant.



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: December 12, 2017

Subject: Reappointments to the County Service Area P-2A

RECOMMENDATION(S):

REAPPOINT the following individuals to County Service Area P-2A Citizen Advisory Committee, to a term expiring December 31, 2019, as recommended by Supervisor Diane Burgis.

Appointee 2

Chris Gallagher
Danville, CA 94506

Appointee 3

Henry "Hank" Schultzel
Danville, CA 94506

Appointee 5

Trudy Negherbon
Danville, CA 94506

Appointee 6

Scott Sweet
Danville, CA 94506



APPROVE



OTHER



RECOMMENDATION OF CNTY
ADMINISTRATOR



RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017**



APPROVED AS
RECOMMENDED



OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

Contact: Lea Castleberry, (925)
252-4500

By: Stacey M. Boyd, Deputy

cc:

FISCAL IMPACT:

None.

BACKGROUND:

The advisory committee functions to advise the Board of Supervisors and the Sheriff's Department on the needs of the Blackhawk community for extended police services which shall include, but not limited to, enforcement of the State Vehicle Code, crime prevention, and litter control.

The term for seats 2, 3, 5 and 6 expire December 31, 2017. Applications were accepted and the recommendation to reappoint the above individuals was then determined.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Medical Staff Appointments and Reappointments – November 2017

RECOMMENDATION(S):

Approve the medical staff appointments and reappointments, additional privileges, primary department changes, staff advancement, and voluntary resignations as recommended by the Medical Staff Executive Committee, at their November 20, 2017 meeting, and by the Health Services Director.

FISCAL IMPACT:

Not applicable.

BACKGROUND:

The Joint Commission on Accreditation of Healthcare Organizations has requested that evidence of Board of Supervisors' approval for each medical staff member will be placed in his or her credentials file. The above recommendations for appointment/reappointment were reviewed by the Credentials Committee and approved by the Medical Executive Committee.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Contra Costa Regional Medical Center and Health Centers' medical staff will not be appropriately credentialed and in compliance with the Joint Commission on Accreditation of Healthcare Organizations.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II
Supervisor

Diane Burgis, District III
Supervisor

Karen Mitchoff, District IV
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: December 12, 2017

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

By: Stacey M. Boyd, Deputy

Contact: Anna Roth, 925-370-5101

cc: Tasha Scott, Marcy Wilhelm, Tami Sloan

ATTACHMENTS

Attachment

A. New Medical Staff Members

Almaraz, Gilbert, MD	Anesthesia
Chandler-Humphries, Rebecca, PsyD	Psychiatry/Psychology
Deng, Quanmei, MD	Anesthesia
Ho, Viet, MD	Surgery
Kundu, Nirvana, MD	Anesthesia
Mandell, Joanna, MD	Family Medicine
Walters, Walter, MD	Anesthesia

B. Application for Teleradiologist Privileges

Cayea, Paul, MD	Diagnostic Imaging
Chang, Melanie, MD	Diagnostic Imaging
Manjikian, Viken, MD	Diagnostic Imaging
Miller, Robert, MD	Diagnostic Imaging

C. Request for Additional Privileges

Applicant	Department	Requesting
Buoncristiani, Amy, MD	Emergency Medicine	Family Medicine
Hollander, Kaitlin, Md	Hospitalist	OB/Family Med OT/PT
Merjavy, Stephen, MD	Hospitalist	Family Med OT/PT
Peng , Patty, MD	Internal Med OT/PT	Family Med OT/PT

D. Request to change Primary Department

Requested by	Original Department	Requesting Department
Buoncristiani, Amy, MD	Emergency Medicine	Family Medicine

E. Advance to Non-Provisional

Borenstein, Yehonatan, MD	Psychiatry/Psychology
Moore, Gregory, MD	Family Medicine

F. Biennial Reappointments

Victoria Agnost, MD	Pediatrics	A
Michael Baker, MD	Surgery (General Vascular)	C
Margarita Berrios, MD	Pediatrics	C
Kimberley Haglund, MD	Hospitalist	A
David Hearst, MD	Family Medicine	A
Kermit Johnson, MD	Psychiatry/Psychology	A
Stephen Kalkstein, MD	Family Medicine	C
Ronald Leon, MD	Psychiatry/Psychology	A
Michael Levin, MD	Psychiatry/Psychology	A
Daniel May, MD	Psychiatry/Psychology	A
Thomas McCoy, DO	Emergency Medicine	A
James Pehling, MD	Family Medicine	A
Joan Roux, MD	Pediatrics	A
Stephen Taylor, MD	Surgery (Urology)	C
Dawn Wadle, MD	Family Medicine	A

G. Biennial Renew of Privileges

Lolita Adona, NP	Pediatrics	AFF
Chere Sealey, FNP	Family Medicine	AFF
Jennifer Westerman, NP	Family Medicine	AFF
Cynthia Williams, CNM	OB/GYN	AFF

H. Biennial Reappointment of Teleradiologist (VRAD)

Karen Phillips, MD	vRad
Alison Robinette, MD	vRad
Jed Santa Maria, MD	vRad

I. Voluntary Resignations

Amin, Naushad, MD	Hospitalist
Berry, Sharon, Psy.D	Psychiatry/Psychology
Birch, Shirley, NP	Pediatrics
Narsinh, Kiran, MD	Internal Medicine (Gastro)
Quinones, Lisa, MD	Family Medicine



Contra
Costa
County

To: Board of Supervisors
From: Dianne Dinsmore, Human Resources Director
Date: December 12, 2017

Subject: Establish the classification of Surgery Scheduler and Reclassify a Position in the Health Services Department.

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22190 to establish the classification of Surgery Scheduler (J9TA)(represented); allocate it to the salary schedule at salary plan and grade 3RX 1157 (\$3,735 - \$4,770), and reclassify one (1) Clerk-Senior Level (JWXC)(represented) position #7353 at salary plan and grade 3RX-1033 (\$3,307 - \$4,223) and its incumbent to be Surgery Scheduler (J9TA)(represented) classification at salary plan and grade 3RX 1157 (\$3,735 - \$4,770) in the Health Services Department.

FISCAL IMPACT:

If this action is approved, there is an annual cost of approximately \$9,368 which includes pension cost of \$2,262. The cost is entirely offset with Hospital Enterprise Fund I revenue.

BACKGROUND:

The Health Services Department is requesting to establish the classification of Surgery Scheduler at the Contra Costa Regional Medical Center. This position performs duties solely focused on scheduling surgeries and achieving optimal usage of operating rooms; responsible for scheduling County and registry personnel in order to ensure nursing staff levels are adequate to meet patient census, and by its responsibility to coordinate the data collection and maintenance of software systems utilized in the nursing department.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

Contact: JACQUELINE KIDD,
925- 957-5240

By: June McHuen, Deputy

BACKGROUND: (CONT'D)

Over the years, the responsibilities of this position grew from those duties related to the registration and/or reimbursement process for patients, to those of record and database development and maintenance regarding surgery schedules, along with backup logs pertaining to pending patient surgeries. The Department has relied solely on the Clerk-Senior Level to assume the responsibility to explain, verify and /or clarify information necessary in the completion of medical forms; optimize operating room usage through effective “block scheduling”. Hence, the Department is requesting to reclassify position #7353 and its incumbent who has been performing the higher level duty and needs to be appropriately classified and compensated.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Department will not have adequate staffing to meet the demand and volume of patient care and scheduling of surgeries at the Contra Costa Regional Medical Center, and the incumbent will not be appropriately classified and compensated.

AGENDA ATTACHMENTS

P300 #22190 - Establish Surgery Scheduler

MINUTES ATTACHMENTS

Signed P300 22190

POSITION ADJUSTMENT REQUEST

NO. 22190
DATE 5/18/2017

Department Health Services

Department No./

Budget Unit No. 0450 Org No. 6330 Agency No. A18

Action Requested: Establish the classification of Surgery Scheduler and Reclassify Clerk-Senior Level position #7353 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 \$9,368.25

Net County Cost _____

Total this FY \$0.00

N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Hospital Enterprise Fund I Revenue

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

Enid Mendoza

8/2/2017

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 11/29/2017

Establish the Classification of Surgery Scheduler (J9TA)(Represented) at salary plan and grade 3RX 1157 (\$3,735-\$4,770), and reclassify one Clerk-Senior Level position (#7353) and its incumbent to Surgery Scheduler.

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

Effective: ☒ Day following Board Action.

☐ _____(Date)

Tanya Williams

11/29/2017

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

12/6/17

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

Enid Mendoza

(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 12/6/2017

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

POSITION ADJUSTMENT REQUEST

C.19

NO. 22190
DATE 5/18/2017Department Health Services

Department No./

Budget Unit No. 0450 Org No. 6330 Agency No. A18

Action Requested: Establish the classification of Surgery Scheduler and Reclassify Clerk-Senior Level position #7353 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 \$9,368.25

Net County Cost _____

Total this FY \$0.00

N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Hospital Enterprise Fund I RevenueDepartment 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

Enid Mendoza

8/2/2017

(for) Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 11/29/2017

Establish the Classification of Surgery Scheduler (J9TA)(Represented) at salary plan and grade 3RX 1157 (\$3,735-\$4,770), and reclassify one Clerk-Senior Level position (#7353) and its incumbent to Surgery Scheduler.

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

Effective: ☒ Day following Board Action.☐ _____(Date)

Tanya Williams

11/29/2017

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

12/6/17☒ Approve Recommendation of Director of Human Resources☐ Disapprove Recommendation of Director of Human Resources☐ Other: _____

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☒ DISAPPROVED ☐David J. Twa, Clerk of the Board of Supervisors
and County AdministratorDATE December 12, 2017BY 

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:



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: December 12, 2017

Subject: Transition Senior Clerk-Project and Intermediate Clerk-Project Positions and Incumbents into the Merit System

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22161 to transition one (1) Senior Clerk - Project (9KT7) (represented) position number 12601 at salary plan and grade QH5 1089 (\$3,611 - \$4,389) and incumbent into the Merit System classification of Clerk-Senior Level (JWXC) (represented) at salary plan and grade 3RX 1033 (\$3,307 - \$4,224); transition one (1) Intermediate Level Clerk -Project (99J3) (represented) position number 14171 at salary plan and grade QH5 0946 (\$3,134 - \$3,810) and incumbent into the Merit System classification of Clerk - Experience Level (JWXB) (represented) at salary plan and grade 3RH 0750 (\$2, 993- \$3,714) in the Employment and Human Services Department/Community Services Bureau.

FISCAL IMPACT:

Upon approval, the fiscal impact associated with these actions will result in a \$1,740 annual salary and benefits cost savings of which the retirement cost savings will be \$337. The positions are funded by 50% Federal and 50% State revenue within the Employment and Human Services, Community Services Bureau FY 2017-2018 budget; funding for the positions will be ongoing. These actions do not have an impact on County General Funds.

BACKGROUND:

The Employment and Human Services Department (EHSD), Community Services Bureau (CSB) is requesting to transition the Senior Clerk-Project position and incumbent and the Intermediate Level Clerk - Project position and incumbent 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 - Project Positions Transfer and 1603.10 - Requirement for Competitive Examination. As a result of the merge between EHSD and CSB, these incumbents/positions are a part of EHSD Administration.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

Contact: Reni Radeva (925) 681-6321;
rradeva@ehsd.cccounty.us

By: June McHuen, Deputy

cc: Reni Radeva

Section

BACKGROUND: (CONT'D)

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 part of an approved project, employees who have served in project positions at least one (1) year shall be included in the merit system if the Director of Human Resources recommends such inclusion, the Board of Supervisors approves the classification and its addition to the merit system, and the employee(s) was originally appointed to the project position from an eligible list on an open competitive basis. Human Resources has verified that the incumbent in position was appointed to the Project Position on February 19, 2015 from an eligibility list on an open competitive basis and has served for more than one (1) year.

Section 1603.10 of the Personnel Management Regulations states that In order to be included in the merit system under provisions of Section 1603, any employee who was not originally appointed to the project position being transferred from an established eligible list must obtain eligibility on an employment list through the competitive examination process and is subject to applicable certification provisions of the Personnel Management Regulations. (Added 12/02/97, Res. No 97/651). Human Resources has verified that the incumbent position was on the eligible list for Clerk Experienced-Level created from the 2014A recruitment.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, incumbents will not receive the benefits of being Merit System employees.

CHILDREN'S IMPACT STATEMENT:

Community Services Bureau supports all five (5) outcomes established by the Children's Report Card: (1) Children Ready for and Succeeding in School; (2) Children and Youth Healthy and Preparing for Productive Adulthood; (3) Families that are Economically Self Sufficient; (4) Families that are Safe, Stable and Nurturing; and (5) Communities that are Safe and Provide a High Quality of Life for Children and Families. The action requested will not have any impact on the children and families served by Employment and Human Services Department, Community Services Bureau.

AGENDA ATTACHMENTS

P300 No. 22161 EHSD

P300 No. 22161 EHSD - Attachment A-1

MINUTES ATTACHMENTS

Signed P300 22161

POSITION ADJUSTMENT REQUEST

NO. 22161
DATE 7/28/2017

Department EHSD/CSB

Department No./

Budget Unit No. 0588 Org No. 1462 Agency No. 019

Action Requested: Transfer one (1) Intermediate Clerk -Project (99J3) and incumbent (represented) into the Merit System class Clerk-Experienced Level (JWXB)(represented) and one (1) Senior Level Clerk - Project (9KT7) (represented) into the Merit System class Clerk-Senior Level in EHSD/CSB.

Proposed Effective Date: 10/10/2017

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 (\$1,740.00)

Net County Cost \$0.00

Total this FY (\$1,449.99)

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings 50% Federal & 50% State through CSB

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

Kristen Lackey

09/17/17

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/11/2017

SEE ATTACHMENT A-1

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

Effective: ☒ Day following Board Action.

☐ _____(Date)

OPARRA

10/11/2017

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 12/5/2017

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

Enid Mendoza

(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 12/5/2017

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

Position Adjustment Resolution #22161 – Attachment A-1

Transition:

- one (1) Senior Clerk - Project (9KT7) (represented) Position # 12601 at salary plan and grade QH5 1089 (\$3,611 - \$4,389) and the incumbent into the Clerk-Senior Level (JWXC) (represented) Merit System classification at salary plan and grade 3RX 1033 (\$3,307 - \$4,224), and;
- one (1) Intermediate Level Clerk -Project (99J3) (represented) Position #14171 at salary plan and grade QH5 0946 (\$3,134 - \$3,810) and the incumbent into the Clerk - Experience Level (JWXB) (represented) Merit System classification at salary plan and grade 3RH 0750 (\$2, 993- \$3,714)

in the Employment and Human Services Department/ Community Services Bureau.

POSITION ADJUSTMENT REQUEST

C.20

NO. 22161
DATE 7/28/2017Department EHSD/CSBDepartment No./
Budget Unit No. 0588 Org No. 1462 Agency No. 019

Action Requested: Transfer one (1) Intermediate Clerk -Project (99J3) and incumbent (represented) into the Merit System class Clerk-Experienced Level (JWXB)(represented) and one (1) Senior Level Clerk - Project (9KT7) (represented) into the Merit System class Clerk-Senior Level in EHSD/CSB.

Proposed Effective Date: 10/10/2017Classification 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 (\$1,740.00)Net County Cost \$0.00Total this FY (\$1,449.99)N.C.C. this FY \$0.00SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings 50% Federal & 50% State through CSB

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

Kristen Lackey

09/17/17

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS
SEE ATTACHMENT A-1DATE 10/11/2017

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

Effective: ☒ Day following Board Action.☐ _____(Date)

OPARRA

10/11/2017

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 12/5/2017

- ☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☒ DISAPPROVED ☐David J. Twa, Clerk of the Board of Supervisors
and County AdministratorDATE December 12 2017BY June Mendoza

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:



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: December 12, 2017

Subject: Resolution Authorizing an Upward Salary Step Adjustment

RECOMMENDATION(S):

ADOPT Resolution No.2017/426 granting an exemption to the Contra Costa County Salary Regulations to adjust the salary step on promotion of the incumbent in the classification of Children and Family Services Director-Exempt (XAD5), position number 6737 from Step 3 to Step 4 of the salary plan and grade B85 2113 (\$9,664 – \$11,747) effective September 11, 2017, as requested by the Employment and Human Services Director and recommended by the Director of Human Resources-Exempt.

FISCAL IMPACT:

Upon approval, the net County cost will increase by \$898, and the annual pension cost will increase by \$3,313. This position is funded by 48% Federal revenue, 39% State revenue, and 13% County General Fund.

BACKGROUND:

In accordance to the County's Salary Regulation-Section 4.1 Salary-On Promotion, any employee who is appointed to a position of a class allocated to a higher salary range than the class she/he previously occupied, shall receive the salary in the new salary range, which is next higher than the rate he was receiving before promotion and results in a salary increase of at least a 5%.

On September 11, 2017, the Employment and Human Services Director appointed an internal County applicant into the Children and Family Services Director-Exempt position. Based on the County's Salary Regulations, the employee's promotion was eligible for Step

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Cheryl Morse (925)
608-5023

cc: Cheryl Morse

BACKGROUND: (CONT'D)

3 of the salary range in the newly appointed class. However, in recognition of this individual's experience and education and knowledge of our local community, our key stakeholders and our internal agency environment, the EHSD Director requested an exemption to the Salary Regulation Section 4.1 Salary-On Promotion to adjust the promotion salary to Step 4 of the salary schedule. The Human Resources Director reviewed and approved the Department's request for Board of Supervisors' consideration.

CONSEQUENCE OF NEGATIVE ACTION:

If this is not approved, the incumbent would not be compensated appropriately for their responsibilities for the Children and Family Services Bureau (CFS) and leadership for critical child welfare initiatives and processes.

AGENDA ATTACHMENTS

Resolution No. 2017/426

MINUTES ATTACHMENTS

Signed Resolution No. 2017/426

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

Adopted this Resolution on 12/12/2017 by the following vote:

	John Gioia
	Candace Andersen
AYE:	<input checked="checked" type="checkbox"/> 5 Diane Burgis
	Karen Mitchoff
	Federal D. Glover
NO:	<input type="checkbox"/>
ABSENT:	<input type="checkbox"/>
ABSTAIN:	<input type="checkbox"/>
RECUSE:	<input type="checkbox"/>



Resolution No. 2017/426

In the Matter Of: Adjusting the Salary Step on Promotion of the Recently Appointed Incumbent in the Classification of Children and Family Services Director-Exempt.

WHEREAS, Section 4.1 (Salary-on-Promotion) of the Contra Costa County Salary Regulations states, "Any employee who is appointed to a position of a class allocated to a higher salary range than the class he previously occupied, shall receive the salary in the new salary range, which is next higher than the rate he was receiving before promotion. In the event this increase is less than five (5) percent, the employee's salary shall be adjusted to the step in the new range which is five (5) percent greater than the next higher step, if the new range permits such adjustment; and

WHEREAS, the incumbent in the Children and Family Services Director-Exempt position number 6737 was promoted to that position and placed at step three (3) according to the salary regulations rule on promotion; and

WHEREAS, the Employment and Human Service Department has requested the incumbent be placed at step four (4) of the Children and Family Services Director-Exempt salary range; and

WHEREAS, the County Administrator's Office and Human Resources Director approves of this specific request to grant an exemption to the Salary-on-Promotion regulation for the recently appointed incumbent of the Children and Family Services Director-Exempt position.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby grant an exemption to Section 4.1 (Salary-on-Promotion) of the County's Salary Regulations, so that the incumbent of position #6737 shall be moved from step three to step four of the salary range for the Children and Family Services Director classification, effective September 11, 2017.

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: December 12, 2017

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

Contact: Cheryl Morse (925) 608-5023

By: June McHuen, Deputy

cc: Cheryl Morse

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: ☐ 5 ☐ ☐ ☐ ☐
John Gioia
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO: ☐ / ☐

ABSENT: ☐ / ☐

ABSTAIN: ☐ / ☐

RECUSE: ☐ / ☐



Resolution No. 2017/426

In the Matter Of: Adjusting the Salary Step on Promotion of the Recently Appointed Incumbent in the Classification of Children and Family Services Director-Exempt.

WHEREAS, Section 4.1 (Salary-on-Promotion) of the Contra Costa County Salary Regulations states, "Any employee who is appointed to a position of a class allocated to a higher salary range than the class he previously occupied, shall receive the salary in the new salary range, which is next higher than the rate he was receiving before promotion. In the event this increase is less than five (5) percent, the employee's salary shall be adjusted to the step in the new range which is five (5) percent greater than the next higher step, if the new range permits such adjustment; and

WHEREAS, the incumbent in the Children and Family Services Director-Exempt position number 6737 was promoted to that position and placed at step three (3) according to the salary regulations rule on promotion; and

WHEREAS, the Employment and Human Service Department has requested the incumbent be placed at step four (4) of the Children and Family Services Director-Exempt salary range; and

WHEREAS, the County Administrator's Office and Human Resources Director approves of this specific request to grant an exemption to the Salary-on-Promotion regulation for the recently appointed incumbent of the Children and Family Services Director-Exempt position.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby grant an exemption to Section 4.1 (Salary-on-Promotion) of the County's Salary Regulations, so that the incumbent of position #6737 shall be moved from step three to step four of the salary range for the Children and Family Services Director classification, effective September 11, 2017.

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: Cheryl Morse (925) 608-5023

ATTESTED: December 12, 2017

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

By: June McHuen, Deputy

cc: Cheryl Morse



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services
Date: December 12, 2017

Subject: Add One Registered Nurse Position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22199 to add one (1) full-time Registered Nurse (VWXG) position at salary plan and grade L32-1880 (\$8,554-\$10,683) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action has an approximate annual cost of \$201,589 with pension costs of \$45,511 included. The cost will be offset 100% by Contra Costa Health Plan member premiums.

BACKGROUND:

Contra Costa Health Plan (CCHP) is requesting to add one Registered Nurse position to operate, authorize, and coordinate the new Managed Care Palliative Care benefit, as required by the Department of Health Care Services and California (DHCS) Senate Bill 1004, and be operational by January 1, 2018. The Managed Care Palliative Care benefit requires health plans to ensure the provision of these services. The new Registered Nurse position will also assist in clinical coverage of our Skilled Nursing Facility (SNF) Liaisons and Licensed Vocational Nurses (LVNs). There has been a major functional change in the DHCS mandated disenrollment process indicated in the State's All Plan Letter (APL) 17-017 that has/will cause CCHP's SNF concurrent review case load to increase by 50%, significantly increasing the current staff workload to unsustainable levels. The new disenrollment process mandate is effective as of October 2017 and current staff will need overtime hours to meet requirements for the provision of this benefit. Both the Palliative Care and SNF benefits are vital mission components, service necessities, and required to provide the safest and most effective care to our members.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Shelanda Adams,
925-957-5263

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Contra Costa Health Plan will face challenges to comply with the new Managed Care Palliative Care requirements which could lead to fines by DHCS.

AGENDA ATTACHMENTS

P300 No. 22199 HSD

MINUTES ATTACHMENTS

Signed P300 22199

POSITION ADJUSTMENT REQUEST

NO. 22199
DATE 11/17/2017

Department HEALTH SERVICES - CCHP

Department No./

Budget Unit No. 0860 Org No. 6115 Agency No. A18

Action Requested: Add one permanent full-time Registered Nurse (VWXG) position at salary plan and grade L32-1880 (\$8,554.53 - \$10,683.44) in the Health Services Department.

Proposed Effective Date: 12/13/2017

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 \$201,589.88

Net County Cost \$0.00

Total this FY \$117,594.10

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% CCHP member premiums

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

Shelanda Adams

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Susan Smith

11/30/2017

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

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 12/5/2017

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☒ Other: Approve as recommended by the Department.

Enid Mendoza

(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 12/5/2017

No. _____

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

POSITION ADJUSTMENT REQUEST

C.22

NO. 22199
DATE 11/17/2017Department HEALTH SERVICES - CCHP

Department No./

Budget Unit No. 0860 Org No. 6115 Agency No. A18

Action Requested: Add one permanent full-time Registered Nurse (VWXG) position at salary plan and grade L32-1880 (\$8,554.53 - \$10,683.44) in the Health Services Department.

Proposed Effective Date: 12/13/2017Classification 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 \$201,589.88Net County Cost \$0.00Total this FY \$117,594.10N.C.C. this FY \$0.00SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% CCHP member premiumsDepartment must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Shelanda Adams

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Susan Smith

11/30/2017

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

Exempt from Human Resources review under delegated authority.

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 12/5/2017

- ☐ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☒ Other: Approve as recommended by the Department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☒ ~~DISAPPROVED~~ ☐David J. Twa, Clerk of the Board of Supervisors
and County AdministratorDATE December 12 2017BY 

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:



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services
Date: December 12, 2017

Subject: Add one (1) full time Medical Director-Exempt position in the Health Services Department.

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22200 to add one (1) Medical Director-Exempt (VCA2) position at salary plan and grade B85-2645 (\$26,690) in the Health Services Department. (Unrepresented)

FISCAL IMPACT:

Upon approval, this action has an approximate annual cost of \$485,758 with pension costs of \$113,702 included. The cost will be funded 100% by the Whole Person Care Grant.

BACKGROUND:

Contra Costa Health Services (CCHS) received a \$40M grant under the Whole Person Care statewide waiver pilot program to serve vulnerable Medi-Cal recipients. CCHS called the pilot Community Connect Program. The goal of the Community Connect Program is to provide patient-centered services to homeless individuals and families. A patient-centered service includes access to nutritious food and safe housing that promote active living. Coordination with county departments, community based organizations and residents are important to continue and enhance community engagement and municipal partnerships.

The Medical Director will plan, organize, direct and provide senior executive leadership in the Community Connect Program. The incumbent will have the overall responsibility of directing and administering the complex medical component of the Whole Person Care services. Ensuring that the Community Connect Program meets the overall goals in the areas of quality and safety, client experience, staff experience and financial stewardship will be part of

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 12/12/2017

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Arlene Lozada
(925)957-5240

cc:

BACKGROUND: (CONT'D)

the primary responsibility of the incumbent. Other assignments include recommending, developing, implementing and evaluating goals, objectives, policies and procedures related to the program, including supervising all levels of medical, professional, technical and support staff.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the department will not have the desired staff to ensure deliverables and grant funding requirements with the Department of Health Care Services are achieved.

AGENDA ATTACHMENTS

P300 No. 22200 HSD

MINUTES ATTACHMENTS

Signed P300 22200

POSITION ADJUSTMENT REQUEST

NO. 22200
DATE 11/30/2017

Department Health Services- Public Health WPC Department No./
Budget Unit No. 0450 Org No. 5754 Agency No. A18
Action Requested: Add one (1) full-time Medical Director-Exempt (VCA2) position in the Health Services Department.

Proposed Effective Date: 12/13/2017

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 \$485,758.48

Net County Cost \$0.00

Total this FY \$113,702.51

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Whole Person Care Grant

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

Arlene J. Lozada

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Enid Mendoza

12/5/2017

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

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 12/5/2017

☐ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☒ Other: Approve as recommended by the Department.

Enid Mendoza

(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 12/5/2017

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.
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 - ☐ 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

POSITION ADJUSTMENT REQUEST

C.23

NO. 22200
DATE 11/30/2017

Department Health Services- Public Health WPC Department No./
Budget Unit No. 0450 Org No. 5754 Agency No. A18
Action Requested: Add one (1) full-time Medical Director-Exempt (VCA2) position in the Health Services Department.

Proposed Effective Date: 12/13/2017

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 \$485,758.48 Net County Cost \$0.00

Total this FY \$113,702.51 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Whole Person Care Grant

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

Arlene J. Lozada

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Enid Mendoza

12/5/2017

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

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 12/5/2017

- ☐ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☒ Other: Approve as recommended by the Department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☒ ~~DISAPPROVED~~ ☐

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

DATE December 12 2017

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:



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services
Date: December 12, 2017

Subject: Add two Mental Health Clinical Specialist positions in the Health Services Department

RECOMMENDATION(S):

Adopt Position Adjustment Resolution No. 22201 to add two full-time Mental Health Clinical Specialist (VQSB) positions at salary plan and grade TC2-1384 (\$4,835 - \$7,178) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, there is an annual cost of approximately \$283,136 which includes estimated pension costs of \$61,163. The cost will be 100% offset within the Department's budgeted General Fund allocation.

BACKGROUND:

Health Services Department's Detention Mental Health is experiencing an increased demand for mental health services from their inmate populations. Health Services Department is requesting to add two full-time Mental Health Clinical Specialist positions to provide clinical mental health services to the inmate population at Contra Costa County's West County Detention Facility. The Department has evaluated the needs of the population and found there is not adequate staff to provide all the necessary services to this population and has determined two additional Mental Health Clinical Specialists would best fulfill this demand.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Health Services' Detention Mental Health Program will not be able to adequately staff and properly service the mental health needs of Contra Costa County's West County detention population.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 12/12/2017 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Melissa Carofanello,
925-957-5248

cc:

AGENDA

ATTACHMENTS

P300 No. 22201 HSD

MINUTES

ATTACHMENTS

Signed P300 22201

POSITION ADJUSTMENT REQUEST

NO. 22201
DATE 11/30/2017

Department HEALTH SERVICES

Department No./

Budget Unit No. 0301 Org No. 5710 Agency No. A18

Action Requested: Add two full-time Mental Health Clinical Specialist (VQSB) positions at salary plan and grade TC2-1384 (\$4,835.83 - \$7,178.82) in the Health Services Department.

Proposed Effective Date: 12/13/2017

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 \$283,136.77

Net County Cost \$0.00

Total this FY \$165,163.12

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% General Fund

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

Melissa Carofanello

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Susan Smith

11/30/17

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority.

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: Approve as recommended by the Department

(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 11/30/2017

No. _____

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

POSITION ADJUSTMENT REQUEST

C.24

NO. 22201
DATE 11/30/2017Department HEALTH SERVICES

Department No./

Budget Unit No. 0301 Org No. 5710 Agency No. A18

Action Requested: Add two full-time Mental Health Clinical Specialist (VQSB) positions at salary plan and grade TC2-1384 (\$4,835.83 - \$7,178.82) in the Health Services Department.

Proposed Effective Date: 12/13/2017Classification 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 \$283,136.77Net County Cost \$0.00Total this FY \$165,163.12N.C.C. this FY \$0.00SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% General FundDepartment must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Melissa Carofanello

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Susan Smith

11/30/17

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

Exempt from Human Resources review under delegated authority.

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: Approve as recommended by the Department

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☒ DISAPPROVED ☐David J. Twa, Clerk of the Board of Supervisors
and County AdministratorDATE December 12 2017BY 

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:



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: December 12, 2017

Subject: Add One Network Administrator I and Cancel One Information Systems Technician II Position in the Employment and Human Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22116 to add one Network Administrator I (LNSA) (represented) position at Salary Plan and Grade ZA5 1694 (\$6,380-\$7,755) and cancel one Information Systems Technician II (LTVB) (represented) vacant position #15333 at Salary Plan and Grade TB5 1496 (\$5,244-\$6,374) in the Administrative Services Bureau of the Employment and Human Services Department.

FISCAL IMPACT:

Approval of this action will result in increased personnel costs of \$22,354, with pension costs accounting for \$7,824 of the increase. The position is funded by 42% Federal revenue, 48% State revenue, and 10% County general funds that results in an annual net county cost of \$2,235. The net county cost for the remainder of FY 2017/18 is expected to be \$1,304.

BACKGROUND:

The Employment and Human Services Department's Information Technology Division provides application development and support to all the bureaus within the Department. The Department is requesting to add one Network Administrator I position to address the 20-plus projects that need network administration support to complete. The Department's existing network and server infrastructure is quickly growing as we implement new technology to enhance our ability to serve our customers.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017**

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Holly Trieu,
925-608-5024

cc: Holly Trieu

BACKGROUND: (CONT'D)

The position will establish internal capacity to oversee the network and to be more responsive to new technologies that arrive on the market. The position will allow the department to leverage new technology to better support our mission to serve the citizens of Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Department will not be able to complete networking projects it has planned to improve client services.

AGENDA ATTACHMENTS

P300 No. 22116 Dec17

MINUTES ATTACHMENTS

Signed P300 22116

POSITION ADJUSTMENT REQUEST

NO. 22116
DATE 7/14/2017

Department Employment and Human Services

Department No./

Budget Unit No. 0501 Org No. 5101 Agency No. A19

Action Requested: Add One Network Administrator I (LNSA) position and cancel one Information Systems Technician II (LTVB) position # 15333 in the Administration Bureau of the Employment and Human Services Department.

Proposed Effective Date: 11/8/2017

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 \$22,354.00

Net County Cost \$2,235.00

Total this FY \$13,040.00

N.C.C. this FY \$1,304.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 42% Federal, 48% State, 10% County

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

Holly Trieu

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Enid Mendoza

7/21/2017

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/4/2017

Add one Network Administrator I (LNSA) (represented) position at Salary Plan and Grade ZA5 1694 (\$6380-\$7755) and cancel one Information Systems Technician II (LTVB) (represented) vacant position #15333 at Salary Plan and Grade TB5 1496 (\$5244-\$6374) in the Administrative Services Bureau of the Employment and Human Services Department.

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

Effective: ☒ Day following Board Action.

☐ _____(Date)

OPARRA

8/4/2017

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

10/31/2017

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

Enid Mendoza

(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 12/4/2017

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.)
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 - ☐ 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

POSITION ADJUSTMENT REQUEST

C.25

NO. 22116
DATE 7/14/2017Department Employment and Human Services

Department No./

Budget Unit No. 0501 Org No. 5101 Agency No. A19

Action Requested: Add One Network Administrator I (LNSA) position and cancel one Information Systems Technician II (LTVB) position # 15333 in the Administration Bureau of the Employment and Human Services Department.

Proposed Effective Date: 11/8/2017Classification 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 \$22,354.00Net County Cost \$2,235.00Total this FY \$13,040.00N.C.C. this FY \$1,304.00SOURCE OF FUNDING TO OFFSET ADJUSTMENT 42% Federal, 48% State, 10% County

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

Holly Trieu

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Enid Mendoza

7/21/2017

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/4/2017

Add one Network Administrator I (LNSA) (represented) position at Salary Plan and Grade ZA5 1694 (\$6380-\$7755) and cancel one Information Systems Technician II (LTVB) (represented) vacant position #15333 at Salary Plan and Grade TB5 1496 (\$5244-\$6374) in the Administrative Services Bureau of the Employment and Human Services Department.

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

Effective: ☒ Day following Board Action.☐ _____ (Date)

OPARRA

8/4/2017

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

10/31/2017☒ Approve Recommendation of Director of Human Resources☐ Disapprove Recommendation of Director of Human Resources☐ Other: _____

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☒ ~~DISAPPROVED~~ ☐David J. Twa, Clerk of the Board of Supervisors
and County AdministratorDATE December 12 2017BY 

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:



Contra
Costa
County

To: Board of Supervisors
From: Dianne Dinsmore, Human Resources Director
Date: December 12, 2017

Subject: Reallocate the Salary of the Payroll Systems Administrator classification on the Salary Schedule

RECOMMENDATION(S):

ADOPT Position Resolution No. 22206 to reallocate the salary of the Payroll Systems Administrator (SAHM) (unrepresented) classification on the Salary Schedule from salary plan and grade B85 1857 (\$7,500 - \$9,116) to salary plan and grade B85 1860 (\$8,038 - \$9,771) in the Auditor-Controller Department.

FISCAL IMPACT:

The annual cost of this action is \$7,860 (including \$2,216 in pension costs). 100% General Fund.

BACKGROUND:

This action increases the salary range of Payroll Systems Administrator following the reallocation of the Human Resources Systems Analyst salary range on December 5, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

The Payroll Systems Administrator will remain at the same salary range as Human Resources Systems Analyst.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II
Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

Contact: Dianne Dinsmore (925)
335-1766

By: June McHuen, Deputy

cc: Gladys Scott Reid

AGENDA
ATTACHMENTS
P300 22206
MINUTES
ATTACHMENTS
Signed P300 22206

POSITION ADJUSTMENT REQUEST

NO. 22206
DATE 12/5/2017

Department Auditor-Controller

Department No./

Budget Unit No. 0010 Org No. 1018 Agency No. 10

Action Requested: Reallocate the salary of the Payroll Systems Administrator (SAHM) (unrepresented) classification on the salary schedule at salary plan and grade B85 1860 (8,038 - \$9,771).

Proposed Effective Date: 12/1/2017

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 \$7,860.00

Net County Cost \$7,860.00

Total this FY \$3,275.00

N.C.C. this FY \$3,275.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% General Fund

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

Robert Campbell

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Laura Strobel

12/6/2017

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 12/5/2017

Reallocate the salary of the Payroll Systems Administrator (SAHM) (unrepresented) on the salary schedule

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

Effective: ☐ Day following Board Action.

☒ 12/1/2017(Date)

Gladys Scott Reid

12/5/2017

(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 12/6/2017

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

POSITION ADJUSTMENT REQUEST

C.26

NO. 22206
DATE 12/5/2017Department Auditor-ControllerDepartment No./
Budget Unit No. 0010 Org No. 1018 Agency No. 10

Action Requested: Reallocate the salary of the Payroll Systems Administrator (SAHM) (unrepresented) classification on the salary schedule at salary plan and grade B85 1860 (8,038 - \$9,771).

Proposed Effective Date: 12/1/2017Classification 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 \$7,860.00Net County Cost \$7,860.00Total this FY \$3,275.00N.C.C. this FY \$3,275.00SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% General FundDepartment must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Robert Campbell

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Laura Strobel

12/6/2017

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 12/5/2017

Reallocate the salary of the Payroll Systems Administrator (SAHM) (unrepresented) on the salary schedule

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

Effective: ☐ Day following Board Action.☒ 12/1/2017(Date)

Gladys Scott Reid

12/5/2017

(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 AdministratorDATE December 12 2017BY 

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:



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: December 12, 2017

Subject: California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program Agreement

RECOMMENDATION(S):

ADOPT Resolution No. 2017/404 approving and authorizing the Sheriff-Coroner or designee, to apply for and accept the California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program Agreement in an initial amount of \$738,249 for marine patrol and boating regulation enforcement for the period July 1, 2018 through the end of available funding.

FISCAL IMPACT:

Initial Revenue of \$738,249, 100% State funds. The Office of the Sheriff receives annual funding from the California Department of Parks and Recreation, Division of Boating and Waterways that is incorporated in the baseline budget.

BACKGROUND:

California Department of Parks and Recreation, Division of Boating and Waterways (DBW) provides funding to maintain the service level of the Office of the Sheriff's Marine Patrol Unit on the Delta Waterways. Marine patrol operations cost roughly \$2.4 million per year of which DBW has awarded \$638,249 for each of the past seven years. Beginning July 1, 2016, DBW funded an additional \$100,000 for a total initial amount of \$738,249. DBW funding provides the ability for more vigilant enforcement of boating regulations.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017**

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

Contact: Mary Jane Robb, (925)
335-1557

By: June McHuen, Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Failure to secure State funding will result in a further reduction in Marine Patrol Services.

CHILDREN'S IMPACT STATEMENT:

None.

AGENDA ATTACHMENTS

Resolution No. 2017/404

MINUTES ATTACHMENTS

Signed Resolution No. 2017/404

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

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: ☒ **John Gioia**
 ☒ **Candace Andersen**
 ☒ **Diane Burgis**
 ☒ **Karen Mitchoff**
 ☒ **Federal D. Glover**

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2017/404

IN THE MATTER OF: Applying for and Accepting the FY 2018/2019 California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program Agreement.

WHEREAS, the County of Contra Costa is seeking funds available through the California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisor's: Authorizes the Sheriff-Coroner, Undersheriff or the Sheriff's Chief of Management Services, to execute for and on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, any action necessary for the purpose of obtaining financial assistance provided by California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program Agreement.

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: Mary Jane Robb, (925) 335-1557

ATTESTED: December 12, 2017

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

By: June McHuen, Deputy

cc:

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: **John Gioia**
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2017/404

IN THE MATTER OF: Applying for and Accepting the FY 2018/2019 California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program Agreement.

WHEREAS, the County of Contra Costa is seeking funds available through the California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program Agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisor's: Authorizes the Sheriff-Coroner, Undersheriff or the Sheriff's Chief of Management Services, to execute for and on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, any action necessary for the purpose of obtaining financial assistance provided by California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program Agreement.

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: Mary Jane Robb, (925) 335-1557

ATTESTED: December 12, 2017

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

By: June McHuen, Deputy

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: December 12, 2017

Subject: Issuance of Request for Proposals #1160, Pre-Apprenticeship Construction Training Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Workforce Development Board, to issue Request for Proposals #1160 in an amount not to exceed \$200,000 for Pre-Apprenticeship Construction Training Program(s) for the period July 1, 2018 through June 30, 2019.

FISCAL IMPACT:

If a contract is awarded as a result of the Request for Proposals, the Employment and Human Services Department will incur expenditures in an amount of up to \$200,000. If awarded, Federal Workforce Innovation and Opportunity Act (WIOA) funding will be allocated to the contract in the FY 2018/19 Department budget.

CFDA #17.258

BACKGROUND:

The Pre-Apprenticeship Construction Training program will provide a career ladder and pathway to self-sufficiency. The training will be a combination of classroom instruction and hands-on work-based learning experiences to prepare individuals for a Registered Apprenticeship (RA). While the training will not guarantee the participant's entrance into an RA, it serves as a practical method for job-skills training, increased employability and earning outcomes for underserved populations.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II
Supervisor

Diane Burgis, District III
Supervisor

Karen Mitchoff, District IV
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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Elaine Burres, 608-4960

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without release of funding to qualified service providers through the open bid process, the Pre-Apprenticeship Construction Training Program may not adequately serve those enrolled in the training program(s).



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: December 12, 2017

Subject: 2017-18 San Ramon Valley Unified School District State Preschool Services Contract Amendment

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to execute a contract amendment with San Ramon Valley Unified School District, to increase the payment limit by \$25,833 to a new payment limit of \$227,072, to provide State preschool services with no change to the term of August 1, 2017 through June 30, 2018.

FISCAL IMPACT:

The contract is funded entirely with state funds from the California Department of Education. County match is not required.

BACKGROUND:

Contra Costa County receives funds from the California Department of Education (CDE) to provide State preschool services to program-eligible County residents. In order to provide a wider distribution of services to County residents, the Employment and Human Services Department contracts with a number of community-based organizations to carry out the programs in accordance with the CDE funding requirements. Approval of this contract will allow the provision of State preschool services to 48 program-eligible children and families in the Central Contra Costa County area during the school year of August through June.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: CSB (925) 681-6346

cc: Ressie Dayco, Christina Reich

BACKGROUND: (CONT'D)

The State requires an indemnification clause with County subcontractors wherein the subcontractor holds harmless the State and its officers for any losses. The board approved the initial contract on September 12, 2017 (C.113). This board order is to approve an amendment to the contract to pass through the cost of living adjustment made to the daily rate for program slots by the California Department of Education.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will be unable to pay its contractor the appropriate daily rate for providing State preschool services.

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: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Amendment #76-560-2 with Esther Kwon, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #76-560-2 with Esther Kwon, M.D., an individual, effective December 1, 2017, to amend Contract #76-560-1, to provide additional administrative duties for podiatry services at Contra Costa Regional Medical Center (CCRMC) and Health Centers, with no change in the payment limit of \$160,000, or term of October 1, 2017 through September 30, 2018.

FISCAL IMPACT:

This amendment is funded 100% by Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:

On August 8, 2017, the Board of Supervisors approved Contract #76-560-1 with Esther Kwon, M.D. for the provision of podiatry clinic services and surgical procedures at Contra Costa Regional Medical Center (CCRMC) and Health Centers for the period from October 1, 2017 through September 30, 2018.

Approval of Contract Amendment Agreement #76-560-2 will allow the contractor to provide additional administrative duties for podiatry services at CCRMC and Health Centers through September 30, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, County will not have access to contractor's administrative services.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II
Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

Contact: Samir Shah, M.D.,
925-370-5525

By: June McHuen, Deputy

cc: K Cyr, M Wilhelm



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: December 12, 2017

Subject: Amend Contract with Contra Costa Economic Partnership Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Contra Costa Economic Partnership Inc., effective December 1, 2017, to increase the payment limit by \$30,000 to a new payment limit of \$415,000, to provide additional services related to the Career Pathways Trust (CPT) "Earn & Learn East Bay" campaign, with no change to the term of April 1, 2016 through June 30, 2018.

FISCAL IMPACT:

This amendment will increase expenditures by \$30,000. The increase is funded by 61% Federal (Workforce Innovation and Opportunity Act) and 39% State.

CFDA #17.258

BACKGROUND:

The goal of the East Bay Slingshot initiative is to enable Employment and Human Services Department (EHSD) Workforce Development Board (WDB) and its network of partners to be better positioned to provide high-quality services and value to key industry sectors and businesses, while helping this same network be more responsive to and engaged in regional strategic priorities. This amendment allows for additional services related to the Career Pathways Trust (CPT) "Earn & Learn East Bay" campaign. This campaign supports pathways and pipelines into priority industries such as advanced manufacturing, healthcare, and information technology.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: V. Kaplan, (925)
608-4963

cc:

BACKGROUND: (CONT'D)

Original Contract #18-388-0 amount: \$45,000.

1st Amendment #18-388-1 extended term for additional services and increased payment limit by \$40,000 for a total contract amount of \$85,000.

2nd Amendment #18-388-2 extended term for additional services and increased payment limit by \$140,000 for a total contract amount of \$225,000 (C.50, 11/15/2016).

3rd Amendment #18-388-3 extended term with change to total contract amount of \$225,000; (C.138, 6/6/2017).

4th amendment #18-388-4 extended term for additional services and increased payment limit by 160,000 for a total contract amount of \$385,000; (C.39, 8/8/2017).

CONSEQUENCE OF NEGATIVE ACTION:

Employment and Human Services Department (EHSD) Workforce Development Board (WDB) will not receive necessary assistance to support the Career Pathways Trust (CPT) "Earn & Learn East Bay" campaign.

CHILDREN'S IMPACT STATEMENT:

This contract supports all of the community outcomes established in the Children's Report Card: (1) Children Ready for and Succeeding in School; (2) Children and Youth Healthy and Preparing for Productive Adulthood; (3) Families that are Economically Self Sufficient; (4) Families that are Safe, Stable and Nurturing; and (5) Communities that are Safe and Provide a High Quality of Life for Children and Families, by training and providing employment opportunities for job seeker customers.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Purchase Order with Reliance Wholesale, Inc.

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent to execute, on behalf of the Health Services Department, a Purchase Order with Reliance Wholesale, Inc., in an amount not to exceed \$175,000 for Intravenous (IV) and Pharmaceutical drugs and supplies to be used at the Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period from December 1, 2017 through November 30, 2018.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I Budget.

BACKGROUND:

This contractor is a pharmaceutical company that provides CCRMC and Health Centers with medications and pharmaceutical products unavailable through the contracted wholesaler or the direct manufacturer of these products. These medications and pharmaceutical products are necessary to treat patients at CCRMC and Health Centers.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, patients will not be able to receive necessary medications from CCRMC and Health Centers.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II
Supervisor

Diane Burgis, District III
Supervisor

Karen Mitchoff, District IV
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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Anna Roth, 925-370-5101

cc: L Walker, M Wilhelm, I Segovia



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Amendment to Purchase Order with Aesculap Implant Systems, LLC

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute an amendment to Purchase Order F03172 with Aesculap Implant Systems, LLC to add \$75,000 for new total amount not to exceed \$174,000, for the purchase of surgical and medical instruments, tags, cards, neurological implants, disposables, and other medical products for the Contra Costa Regional Medical Center (CCRMC), with no change in the original term from February 1, 2016 through January 31, 2019.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I.

BACKGROUND:

For more than fifteen years, Aesculap Implant Systems, LLC has provided surgical and medical instruments, central line tags and cards, neurological implants, disposables, container supplies, and other medical products to CCRMC. This year the State of California inspected CCRMC and required the purchase of more products and instruments, thus using up the funds on the purchase order much more quickly than anticipated. It is therefore necessary to amend and add money to the purchase order.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, CCRMC will be unable to meet the needs of its surgical patients or meet the State regulatory requirements.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II
Supervisor

Diane Burgis, District III
Supervisor

Karen Mitchoff, District IV
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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Anna Roth, 925-370-5101

cc: L Walker, M Wilhelm, M Harris



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Amendment to Purchase Order with Matheson Tri-Gas, Inc.

RECOMMENDATION(S):

Approve and authorize the Purchasing Agent, on behalf of the Health Services Department, to execute an Amendment to Purchase Order #F02579 with Matheson Tri-Gas, Inc. to add \$40,000 for a new amount not to exceed \$139,000 for the purchase of liquid medical oxygen and other gases and accessories for the Contra Costa Regional Medical Center (CCRMC) and Health Centers, with no change in the term from October 15, 2015 through September 14, 2020.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I.

BACKGROUND:

This vendor has provided medical gases for the CCRMC and the Health Centers since 2002. These gases are essential to patient care and the contractor delivers and handles the gas cylinders. Additional gases are needed due to an increase in utilization at CCRMC and Health Centers.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the CCRMC and Health Centers will be unable to properly treat its patients and in extreme circumstances, it could result in patient deaths.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 12, 2017

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

By: June McHuen, Deputy

Contact: Anna Roth, 925-370-5101

cc: L Walker, M Wilhelm, M Harris



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Contract #26-904-29 with Stephen D. Weiss, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-904-29 with Stephen D. Weiss, M.D., an individual, in an amount not to exceed \$545,000, for the provision of general surgery services at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period from January 1, 2018 through December 31, 2018.

FISCAL IMPACT:

This contract is funded 100% by Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:

On February 3, 2015, the Board of Supervisors approved Contract #26-904-28 with Stephen D. Weiss, M.D., to provide general surgery services including consultation, training, on-call, medical and/or surgical procedures, at CCRMC and Health Centers, for the period from January 1, 2015 through December 31, 2017.

Approval of Contract #26-904-29, will allow the contractor to continue to provide general surgery services, through December 31, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring general surgery services will not have access to the contractor's services.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II
Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 12, 2017

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

Contact: Samir Shah, M.D.,
925-370-5525

By: June McHuen, Deputy



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Contract #26-604-12 with Michael Gynn, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-604-12 with Michael Gynn, M.D., an individual, in an amount not to exceed \$615,000, for the provision of general surgery services at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period from January 1, 2018 through December 31, 2018.

FISCAL IMPACT:

This contract is funded 100% by Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:

On March 3, 2015, the Board of Supervisors approved Contract #26-604-11 with Michael Gynn, M.D., to provide general surgery services including consultation, training, on-call, medical and/or surgical procedures, at CCRMC and Health Centers, for the period from January 1, 2015 through December 31, 2017.

Approval of Contract #26-604-12 will allow the contractor to continue to provide general surgery services, through December 31, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring general surgery services will not have access to the contractor's services.



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: 12/12/2017



APPROVED AS
RECOMMENDED



OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 12, 2017

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

Contact: Samir Shah, M.D.,
925-370-5525

By: June McHuen, Deputy



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Contract #26-938-23 with David Raphael, M.D.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #26-938-23 with David Raphael, M.D., an individual, in an amount not to exceed \$400,000, for the provision of general surgery services at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period from January 1, 2018 through December 31, 2018.

FISCAL IMPACT:

This contract is funded 100% by Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:

On February 3, 2015, the Board of Supervisors approved Contract #26-938-22 with David H.C. Raphael, M.D., (now known as David Raphael, M.D.), to provide general surgery services including consultation, training, on-call, medical and/or surgical procedures, at CCRMC and Health Centers, for the period from January 1, 2015 through December 31, 2017.

Approval of Contract #26-938-23 will allow the contractor to continue to provide general surgery services, including clinic coverage, consultation, training and medical and/or surgical procedures, through December 31, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring general surgery services at CCRMC will not have access to the contractor's services.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 12/12/2017

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 12, 2017

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

Contact: Samir Shah, M.D.,
925-370-5525

By: June McHuen, Deputy

cc: K Cyr, M Wilhelm



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Amendment #76-537-3 with Vivian Price

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #76-537-3 with Vivian Price, an individual, effective November 1, 2017, to amend Contract #76-537-1 (as amended by Amendment Agreement #76-537-2), to increase the payment limit by \$17,250, from \$134,600 to a new payment limit of \$151,850, for additional augmented board and care services, with no change in the original term of April 1, 2017 through March 31, 2018.

FISCAL IMPACT:

This amendment is funded 100% by County Patch Program Funds. (Rate increase)

BACKGROUND:

On April 18, 2017, the Board of Supervisors approved Contract #76-537-1 (as amended by Amendment Agreement #76-537-2) with Vivian Price, for the provision of residential board and care services for Contra Costa Regional Medical Center patients in the Patch Program, for the period from April 1, 2017 through March 31, 2018. The County's Patch Program provides residential board and care for post-medical, surgical, and/or custodial care patients who have been discharged from Contra Costa Regional Medical Center and who would otherwise not have appropriate follow-up care.

Approval of Contract Amendment Agreement #76-537-3 will allow the contractor to provide additional augmented residential board and care services through March 31, 2018.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II
Supervisor

Diane Burgis, District III
Supervisor

Karen Mitchoff, District IV
Supervisor

Federal D. Glover, District V
Supervisor

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ATTESTED: December 12, 2017

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

By: June McHuen, Deputy

Contact: Anna Roth, 925-370-5101

cc: K Cyr, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the contractor will not provide additional board and care services as requested by the County.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Purchase Order for Software One, Inc. and Microsoft Enterprise Agreement Renewal

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Director, to execute (1) a Purchase Order with Software One, Inc., in an amount not to exceed \$4,426,560, and (2) Program Signature forms for Microsoft Enterprise Enrollment and cloud services for the purchase of Microsoft Office products for the period January 1, 2018 through December 31, 2020.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I budget.

BACKGROUND:

Health Services Department (HSD) plans to renew licensed Microsoft products and support through Microsoft's authorized third party reseller Software One, Inc., and enroll in a new Enterprise Agreement for the licensing of Microsoft applications currently in use. Licenses for additional applications will be included for the Office 365 Transition Project, which will allow HSD Information Technology Unit to create centralized user management of email and business productivity systems, eliminate maintenance cost of physical hardware within the Data Center, and reduce cost on backup and storage infrastructure. The purchased services include Microsoft's cloud hosted services for e-mail and other cloud based applications.

Software One, Inc. will invoice County on an annual basis for each year's subscription term.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 12, 2017

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

By: June McHuen, Deputy

Contact: David Runt,
925-335-8700

cc: Tasha Scott, Marcy Wilhelm, Allyson Eggert

CONSEQUENCE OF NEGATIVE ACTION:

Without an enterprise agreement for Microsoft products, the Health Services Department would lose volume pricing and be out of compliance for licensed hardware and software which would put patient health data at risk.



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer
Date: December 12, 2017

Subject: Approve a Purchase Order with The Goodyear Tire & Rubber Company

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Interim Public Works Director, a purchase order with The Goodyear Tire & Rubber Company (Goodyear), in an amount not to exceed \$185,000, for Goodyear tires, for the period of January 1, 2018 through December 31, 2018, Countywide.

FISCAL IMPACT:

This cost is to be funded through Fleet ISF budget. (100% Fleet Internal Service Fund)

BACKGROUND:

Fleet Services is responsible for vehicle maintenance. Tires are an important commodity for this maintenance. Goodyear tires have been established as the County's standard. Goodyear tires can be purchased through any Goodyear dealer at government prices. Goodyear has also been awarded National Joint Purchasing Alliance contract # 041712-GTC for the purchase of Goodyear tires by government agencies. Goodyear Tire & Rubber in Benicia is the local Goodyear warehouse. Fleet Services uses Goodyear and East Bay Tire in Pittsburg for their tire needs. Fleet Services is requesting this purchase order be approved for a period covering the next 12 months.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Stan Burton 925.
313-7078

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, Goodyear tires will not be purchased at government pricing.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Amendment Agreement #23-593-2 with QlikTech Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment Agreement #23-593-2 with QlikTech Inc., a corporation, effective June 30, 2017 to increase the payment limit by \$45,000, from \$508,000 to a new payment limit of \$553,000 for additional software training and maintenance services to the Health Services Department's Information Systems Unit, with no change in the contract term from June 1, 2016 through May 31, 2018.

FISCAL IMPACT:

This contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On May 10, 2016, the Board of Supervisors approved Contract #23-593 (as amended by Amendment/Extension Agreement #23-593-1), with QlikTech Inc., to enable the Health Services Department to explore clinical, financial and operational data through its software, software license agreement and maintenance utilizing visual analytics to discover insights which lead to improvements in care, reduced cost and higher value to patients, for the period from June 1, 2016 through May 31, 2018. This contract includes mutual indemnification.

Approval of Contract Amendment Agreement #23-593-2 will allow the contractor to provide additional clinical, financial, and operational data training using its software and maintenance services through May 31, 2018.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: December 12, 2017

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

By: June McHuen, Deputy

Contact: David Runt,
925-335-8700

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the contractor will not provide additional training services.



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: December 12, 2017

Subject: Contract with East Bay Regional Parks District for Housing Related Parks Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with the East Bay Regional Parks District in the amount of \$78,825 to implement the Housing Related Parks Program projects, for the period September 1, 2017 through August 31, 2018.

FISCAL IMPACT:

No impact to the General Fund, 100% Housing Related Grants Program funds.

BACKGROUND:

On October 18, 2016, the Board of Supervisors authorized the Department of Conservation and Development Department to submit a grant application to the California Department of Housing and Community Development for to obtain Housing Related Park Program funds. The Board Order identified two projects to receive the funds. The projects are located in Bay Point and Pacheco, near the location of the qualified housing development. The projects were identified using information gathered by staff in developing the expenditure plan for Measure WW local park funds.

The Bay Point project will provide funding to the East Bay Regional Parks District for improvement to the Harrier Trail at the Bay Point Regional Shoreline. The project is also receiving funds from EBRPD Measure WW funds and Navy Mitigation funds. The East Bay Regional Parks District adopted a mitigated negative declaration for the project on February 20, 2001 and is in the process of adopting an addendum to the California Environmental Quality

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II
Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

Contact: Kristine Solseng, (925)
674-7809

By: June McHuen, Deputy

cc:

BACKGROUND: (CONT'D)

Act initial study and mitigated negative declaration.

For the Pacheco area grant, the County executed a contract with the Martinez Unified School District for the par course to the Las Juntas elementary school playfield.

CONSEQUENCE OF NEGATIVE ACTION:

The East Bay Regional Parks District will have to find alternate funding sources or narrow the scope of the projects.

ATTACHMENTS

EBRPD Contract

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number: C46015
Fund/Org: As Coded
Account:
Other:

1. **Contract Identification.**

Department: Conservation and Development

Subject: Implementation of Housing Related Park Program funds at Bay Point Regional Shoreline Harrier Trail Improvement

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: East Bay Regional Park District

Capacity: Regional Parks District

Address: 2950 Peralta Oaks Ct, Oakland, CA 94605

3. **Term.** The effective date of this Contract is September 1, 2017. It terminates on August 31, 2018 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed
\$ 78,825.

5. **County's Obligations.** County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference.

Design, engineering, permitting and construction management of the Harrier Trail improvement at Bay Point Regional Shoreline.

STANDARD CONTRACT
(Purchase of Services – Long Form)

Number: C46015
Fund/Org: As Coded
Account:
Other:

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities:

California Government Code Section 31000

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: _____ Chair/Designee	By: _____ Deputy

CONTRACTOR

Signature A Name of business entity: East Bay Regional Park District	Signature B Name of business entity: East Bay Regional Park District
By: _____ (Signature of individual or officer)	By: _____ (Signature of individual or officer)
_____ (Print name and title A, if applicable)	_____ (Print name and title B, if applicable.)

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services – Long Form)

Number: C46015

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 CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),

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 of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By: _____
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

SERVICE PLAN OUTLINE
(Purchase of Services - Long Form)

SERVICE PLAN

Contra Costa County has entered into an agreement with the State of California to receive \$162,675 for the Housing Related Parks Program (the "State Contract"), a copy of which is attached as Attachment B. The work to be performed under this contract is one of two projects funded by the State Contract.

The Contractor is responsible for implementing the portion of the work under State Contract for the Harrier Trail at the Bay Point Regional Shoreline, which is located at the end of McAvoy Rd, Bay Point, California (the "Park Site"). The improvements to be implemented at the Park Site by the Contractor include the design, engineering, and permitting of the Harrier Trail, consistent with the following budget:

Project Element	Housing Related Park Program Funds Allocated
Design, Engineering, Permitting, and Construction Management	\$78,825
Total	\$78,825

The Contractor is responsible for complying with applicable provisions of the State Contract, including records maintenance, availability of records for audit and prevailing wage requirements.

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

Subcontract and Assignment. Paragraph 13 (Subcontract and Assignment) of the General Conditions is hereby deleted in its entirety.

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

☐ a. \$ monthly, or

☐ b. \$ per unit, as defined in the Service Plan, or

☐ c. \$ after completion of all obligations and conditions herein.

☒ d. Other: As specified under the Service Plan and Attachment A. County will pay for Contractor's allowable costs that are actually incurred up to the Payment Limit.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____
Contractor

County Dept.

Attachment A – Payment Provisions

The County will reimburse Contractor for actual costs incurred in making the improvements described in the Service Plan. Contractor must submit an invoice and supporting documentation to the County to receive reimbursement. Upon receipt of the invoice and the supporting documentation, Staff will review the request and supporting documentation to ensure it is consistent with the Service Plan and HRPP requirements prior to approval.

The following are examples of the type of supporting documentation to be included with the invoice:

- Itemized invoices and/or receipts for products or services related to the work performed under the Service Plan.
- If staff time is included, the number of hours and the hourly rate must be included. (Note: construction contractor rates must be consistent with Prevailing Wage requirements.)
- In-house payroll records.



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer
Date: December 12, 2017

Subject: Approve a Purchase Order with Jon K. Takata Corp. d/b/a Restoration Management Company, Martinez area.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Interim Public Works Director, a purchase order with Jon K. Takata Corp. (dba Restoration Management Company), in an amount not to exceed \$250,000, for water abatement and repair at the Contra Costa Finance Building, 625 Court Street, Martinez.

FISCAL IMPACT:

This cost is to be funded through Facilities Services budget. (100% General Fund)

BACKGROUND:

On October 30, 2017, the Contra Costa County Finance Building at 625 Court Street, Martinez suffered a massive potable water leak. This started in the 2nd floor restrooms, and saturated sections of the first, second and the basement floors. Restoration Management was called out to abate the area and give us a quote on reconstruction of all damaged areas. The water remediation and reconstruction has been estimated at \$250,000. Facility Services is requesting a purchase order to complete this project.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017**

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Stan Burton 925.
313-7078

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, then water abatement and damage reconstruction at the Contra Costa Finance Building will discontinue.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Contract #74-551 with Ambulnz Health, LLC

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or designee, to execute, on behalf of the County, Contract #74-551 with Ambulnz Health, LLC, a limited liability company, in an amount not to exceed \$300,000, to provide non-emergency ambulatory transportation services for conserved patients needing transportation to mandatory court hearings and residential facilities for the period from December 1, 2017 through November 30, 2019.

FISCAL IMPACT:

The cost will be 100% offset within the Department's budgeted General Fund allocation.

BACKGROUND:

The contractor provides non-emergency ambulatory transportation services for conserved patients placed by the County in a California state hospital for court appointments and permanent residential placement, twenty-four hours a day, seven days a week, including all holidays.

Under Contract #74-551, the contractor will provide non-emergency ambulatory transportation services through November 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County patients will not receive transportation services from this contractor.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Cynthia Belon,
925-957-5201



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Interagency Agreement #74-553 with City of Antioch

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Interagency Agreement #74-553 with City of Antioch, a public agency, in an amount not to exceed \$167,481, to provide a diversion police officer for pre-arrest, at-arrest and post-arrest diversion opportunities for Antioch residents for the Contra Costa Lead Plus (CoCo Lead+) Project, for the period from July 1, 2017 through August 15, 2020.

FISCAL IMPACT:

This interagency agreement is funded 100% by the California Board of State and Community Corrections Grant (Proposition 47).

BACKGROUND:

The CoCo Lead+ Project is a County program funded by the California Board of State and Community Corrections, (Proposition 47 or the "The Safe Neighborhoods and Schools Act") to ensure prevention, diversion and support program services are available for adults with behavioral issues who are committing non-serious, non-violent crimes.

Approval of Interagency Agreement #74-553 will allow the contractor to provide pre-arrest, at-arrest and post-arrest diversion opportunities for Antioch residents through August 15, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved Antioch residents with behavioral health issues committing non-violent and non-serious crimes will not receive prevention, diversion and support services from the contractor.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Cynthia Belon,
925-957-5501



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Amendment/Extension #26-790-3 with the Regents of the University of California, on behalf of the University of California, San Francisco

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract Amendment/Extension Agreement #26-790-3 with the Regents of the University of California, a California Constitutional corporation, on behalf of the University of California, San Francisco (UCSF), effective February 1, 2018, to amend Contract #26-790-2, to increase the payment limit by \$50,000 from \$25,000, to a new payment limit of \$75,000, and extend the term from January 31, 2018 through January 31, 2020.

FISCAL IMPACT:

This contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On January 10, 2017, the Board of Supervisors approved Contract #26-790-2, with the Regents of the University of California, for the provision of twenty-four hours a day, seven days a week phone consultation and in-person consultation during clinic hours for the Endocrinology Unit at Contra Costa Regional Medical Center. This contract includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this contract.

Approval of Contract Amendment/Extension Agreement #26-790-3 will allow the contractor to continue providing services through January 31, 2020.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017**

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

Contact: Samir Shar, M.D.,
925-370-5525

By: June McHuen, Deputy

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the contractor will not continue providing services.



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Contract #27-603-15 with Louro Consulting Services, Inc.

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #27-603-15 with Louro Consulting Services, Inc., a corporation, in an amount not to exceed \$169,400, to provide consulting services to the Contra Costa Health Plan (CCHP) for Health Plan committees, member benefits, and member services for the period from January 1, 2018 through December 31, 2018.

FISCAL IMPACT:

This contract is funded 100% by Contra Costa Health Plan Enterprise Fund II. (No rate increase)

BACKGROUND:

On December 13, 2016, the Board of Supervisors approved Contract #27-603-14 with Louro Consulting Services, Inc., for the provision of consulting services to the CCHP Health Plan committees, member benefits and member services, for the period from January 1, 2017 through December 31, 2017.

Approval of Contract #27-603-15 will allow the contractor to continue providing services through December 31, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the CCHP will not receive the contractor's historical perspective and technical expertise on issues related to CCHP member benefits and services.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II
Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

Contact: Patricia Tanquary,
925-313-6004

By: June McHuen, Deputy



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Novation Contract #24-213-54 with Desarrollo Familiar, Inc., (dba Familias Unidas)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Novation Contract #24-213-54 with Desarrollo Familiar, Inc. (dba Familias Unidas), a non-profit corporation, in an amount not to exceed \$281,417 to provide mental health services in West County for the period from July 1, 2017 through June 30, 2018, which includes a six-month automatic extension through December 31, 2018, in an amount not to exceed \$140,709.

FISCAL IMPACT:

This contract is funded 18% by Federal Medi-Cal, 40% by Substance Abuse/Mental Health Services Administration (SAMHSA) Grant and 42% by Mental Health Realignment. (Rate increase)

BACKGROUND:

This contract meets the social needs of County's population by providing information and referrals, consultation and education, and outpatient mental health services for Spanish-speaking, mentally ill clients in West Contra Costa County at Familias Unidas Counseling Center.

On December 20, 2016, the Board of Supervisors approved Contract #24-213-53 with Desarrollo Familiar, Inc., for the provision of mental health services in West County for the period from July 1, 2016 through June 30, 2017, which included a six-month automatic extension through December 31, 2017.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 12/12/2017

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Cynthia Belon,
925-957-5201

BACKGROUND: (CONT'D)

Approval of Novation Contract #24-213-54 replaces the automatic extension under the prior contract and allows the contractor to continue providing services through June 30, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, a significant number of County's mentally ill, Spanish-speaking adult clients in West County will experience reduced access to the information, referrals, consultation, education, and outpatient mental health services that they need.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer
Date: December 12, 2017

Subject: Approve Clarification of Board action on September 26, 2017, item #C.47 with Matt Colchico d/b/a Summit Building Services.

RECOMMENDATION(S):

APPROVE clarification of Board action on September 26, 2017 (C.47), which authorized a contract amendment with Matt Colchico (dba Summit Building Services), regarding custodial services in County owned buildings deemed as remote or requiring night work, to correctly state that the payment limit was increased by \$500,000 to a new payment limit of \$3,500,000, as recommended by the Interim Public Works Director, Countywide.

FISCAL IMPACT:

This cost is to be funded through Custodial Services budget. (100% General Fund)

BACKGROUND:

On September 26, 2017, the Board of Supervisors approved a contract amendment with Matt Colchico (dba Summit Building Services), to add \$350,000 for a new total payment limit of \$3,350,000 for continued custodial services in County owned buildings deemed as remote or requiring night work.

The purpose of this board order is to correct an error in the payment increase which should have been \$500,000 instead of \$350,000, with a new payment limit of \$3,500,000 instead of 3,350,000.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 12/12/2017

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Stan Burton, 925.
313-7078

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, sublet custodial services in these facilities will be discontinued before the termination date of the contract.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: December 12, 2017

Subject: Receive the Sheriff-Coroner's FY 2016-17 Annual P-6 Zone Deployment Report

RECOMMENDATION(S):

Receive the Sheriff-Coroner's FY 2016/2017 Annual P-6 Zone Deployment Report, from the County Service Area (CSA) P-6 Zone Central Administrative Base (CAB) Fund to provide extended police protection services in certain unincorporated county areas and partially fund the Sheriff's Helicopter Program, as required by P-6 Zone CAB Formation Board Order of April 19, 1998.

FISCAL IMPACT:

Funded 100% by County Service Area (CSA) P-6 Central Administrative Base (CAB) Fund (Fund No. 262900). Total costs of \$1,168,739 were expended in 2016/2017.

BACKGROUND:

The Office of the Sheriff annually reviews funding for the County Service Area (CSA) P-6 Zones countywide for FY 2016/2017 and implemented and budgeted the following expenditures:

Discovery Bay: CSA P-6 Zones in the Discovery Bay area generate \$635,889 per year. Costs for personnel currently assigned to Discovery Bay (2 Deputy Sheriffs, 1 Sheriff's Specialist and 1 Sheriff Community Service Officer), vehicle and supplies are \$643,503.

This will require the expenditure of funds from the P-6 Central Administrative Base (CAB) Fund. Discovery Bay zones currently have accumulated approximately \$2,024,166 in reserve funding located in the CSA P-6 Central Administrative Base Fund (Fund No. 262900).

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II
Supervisor

Diane Burgis, District III
Supervisor

Karen Mitchoff, District IV
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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Liz Arbuckle 335-1529

cc:

BACKGROUND: (CONT'D)

Bay Point: CSA P-6 Zones in Bay Point Area generate \$175,470 per year. Costs for personnel assigned to Bay Point (1 Deputy Sheriff), vehicle and supplies are \$148,367.

North Richmond/San Pablo: CSA P-6 Zones in the North Richmond/San Pablo area generate \$75,363 per year. North Richmond/San Pablo zones partially fund 1 Deputy Sheriff, vehicle and supplies at \$4,092 annually.

Bethel Island: The CSA P-6 Zone in the Bethel Island Area generates \$117,898 per year. Allocated costs for the Delta Station move to Brentwood Police Department are \$27,494.

Byron: CSA P-6 Zones in the Byron Area generate \$2,476 per year. Allocated costs for the Delta Station move to Brentwood Police Department are \$1,234.

STARR Helicopter Program: As in past years, we augmented State Supplemental Law Enforcement Services Fund (SLESF) funding to operate the helicopter program without use of County General Funds, using \$343,656 of P-6 Zone Funds for this purpose.

Administrative Expenses: Assessment and Investment expenses, zone closing expenses and election charges for all the zones. Total cost of \$393.

CONSEQUENCE OF NEGATIVE ACTION:

Negative action would result in the displacement of existing personnel assigned to the communities of Discovery Bay, Bay Point, North Richmond/San Pablo and Pacheco. The Sheriff's STARR 3 helicopter may have reduced flight hours depending on revenue streams from other sources.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: December 12, 2017

Subject: Records Retention Schedule

RECOMMENDATION(S):

ADOPT Resolution No. 2017/428 authorizing the destruction of certain records maintained by the Clerk of the Board, as recommended by the Clerk of the Board.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

To efficiently manage the volume of records generated and received, the Clerk of the Board must dispose of unnecessary records and documents that have no apparent historical significance or further administrative value, are not required to be maintained by state or federal law, and are no longer necessary for their purposes pursuant to Government Code section 26202. Government Code section 26202 allows the Board of Supervisors to authorize the destruction of any record more than two years old without being photographed microfilmed or otherwise reproduced if it is not required by state statute or county charter to be prepared or received, or if it is prepared or received pursuant to state statute or county charter but it is not expressly required by law to be filed or preserved.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor

Candace Andersen, District II
Supervisor

Diane Burgis, District III
Supervisor

Karen Mitchoff, District IV
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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Jami Napier 925.335.1908

cc:

AGENDA ATTACHMENTS

Resolution No. 2017/428

Clerk of the Board Retention Schedule
2017

MINUTES ATTACHMENTS

Signed Resolution No. 2017/428

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

Adopted this Resolution on 12/12/2017 by the following vote:

	John Gioia
	Candace Andersen
AYE:	<input type="text" value="5"/> Diane Burgis
	Karen Mitchoff
	Federal D. Glover
NO:	<input type="text"/>
ABSENT:	<input type="text"/>
ABSTAIN:	<input type="text"/>
RECUSE:	<input type="text"/>



Resolution No. 2017/428

IN THE MATTER OF Approving Records Retention Schedule And Authorizing The Destruction Of Records OF CERTAIN RECORDS MAINTAINED BY THE CLERK OF THE BOARD

WHEREAS in order to manage the volume of records generated and received, the Clerk of the Board must dispose of unnecessary records and documents that have no apparent historical significance or further administrative value, are not required to be maintained by state or federal law, and are no longer necessary for their purposes pursuant to Government Code sections 26201, 26202; 26205 and 26205.1; **WHEREAS** the Board of Supervisors may authorize the destruction of any such record under these statutes; **WHEREAS** a "Records Retention Schedule for the Clerk of the Board" (Attachment A of this Resolution) was developed based on a survey of Clerk of the Board records; **WHEREAS** a records retention schedule constitutes an active, continuing program for the disposal of records, and approval of a records retention schedule constitutes continuing approval for the Clerk of the Board to properly dispose of the records as indicated on the schedule; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Contra Costa approves Records Retention Schedule for the Clerk of the Board contained in Attachment A, which is incorporated by reference, and authorizes the destruction of records in accordance with the approved schedule.

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: Jami Napier 925.335.1908

ATTESTED: December 12, 2017

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

By: June McHuen, Deputy

cc:

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: **John Gioia**
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2017/428

IN THE MATTER OF Approving Records Retention Schedule And Authorizing The Destruction Of Records OF CERTAIN RECORDS MAINTAINED BY THE CLERK OF THE BOARD

WHEREAS in order to manage the volume of records generated and received, the Clerk of the Board must dispose of unnecessary records and documents that have no apparent historical significance or further administrative value, are not required to be maintained by state or federal law, and are no longer necessary for their purposes pursuant to Government Code sections 26201, 26202; 26205 and 26205.1; **WHEREAS** the Board of Supervisors may authorize the destruction of any such record under these statutes; **WHEREAS** a "Records Retention Schedule for the Clerk of the Board" (Attachment A of this Resolution) was developed based on a survey of Clerk of the Board records; **WHEREAS** a records retention schedule constitutes an active, continuing program for the disposal of records, and approval of a records retention schedule constitutes continuing approval for the Clerk of the Board to properly dispose of the records as indicated on the schedule; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Contra Costa approves Records Retention Schedule for the Clerk of the Board contained in Attachment A, which is incorporated by reference, and authorizes the destruction of records in accordance with the approved schedule.

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: Jami Napier 925.335.1908

ATTESTED: December 12, 2017

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

By: June McHuen, Deputy

cc:



Clerk of the Board – Records Retention Schedule
651 Pine Street, Room 106
Martinez, CA 94553

RECORDS RETENTION SCHEDULE FOR THE CLERK OF THE BOARD

RECORD SERIES TITLE/SUBTITLE AND DESCRIPTION	RETAIN IN OFFICE	STORAGE	DESTROY	STATUTORY REFERENCE
BOARD OF SUPERVISORS AND OTHER LEGISLATIVE BODIES COMPRISED OF THE FULL BOARD				
Meeting agendas	1 year	PERM	PERM	Department Policy
Meeting minutes	1 year	PERM	PERM	Department Policy
Ordinances	1 year	PERM	PERM	Department Policy
Resolutions	1 year	PERM	PERM	Department Policy
AB 1234 ethics training - certificates	5 years	NONE	5 years	GC 53235.2
Legal noticing	1 year	PERM	PERM	Department Policy
APPOINTED BODIES, COMMITTEES AND COMMISSIONS				
Advisory body manual	PERM	PERM	PERM	Department Policy; GC 26202
Vacancy notices and reports	2 years	NONE	2 years	GC 26202; ; GC 26205.1
Applications	2 years	NONE	2 years	GC 26202; ; GC 26205.1
Rosters	2 years	NONE	2 years	GC 26202; GC 26205.1
CONFLICT OF INTEREST – ECONOMIC INTEREST STATEMENTS				
Employees, Board and Commission members- Form 700	7 years	NONE	7 years	GC 81009(e)
Conflict of Interest administration files- original code and code updates	PERM	NONE	PERM	Department Policy
ASSESSMENT APPEALS				
Meeting agendas	3 years	PERM	PERM	Department Policy

RECORD SERIES TITLE/SUBTITLE AND DESCRIPTION	RETAIN IN OFFICE	STORAGE	DESTROY	STATUTORY REFERENCE
Meeting minutes	3 years	PERM	PERM	Department Policy
Appeals	CL+5 years	NONE	CL+5 years	GC 25105.5
Withdrawals	5 years	NONE	5 years	GC 25105.5
Payables (CoB are copies; original to Finance)	2 years	NONE	2 years	Department Policy; GC 26201; GC 26202
OTHER ADMINISTRATIVE FILES				
Public requests for records	2 years	NONE	2 years	GC 26202
Annual grand jury report	2 years	PERM	PERM	Department Policy
Claims	1 year	9 years	10 years	Department Policy; GC 25105.5
BGO Chron file – memos written to the Board of Supervisors	2 years	NONE	2 years	GC 26202
Abatement Appeals – includes withdrawals	5 years	NONE	5 years	Department Policy; GC 26202
Safety records – includes inspections, training records, accident investigations, complaints	10 years	NONE	10 years	Department Policy; GC 26202

Retention Codes	
CL	Close/Completion
GC	Ca. Government Code
PERM	Permanent



Contra
Costa
County

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Correct Board Order Item #C.80 with Unify, Inc.

RECOMMENDATION(S):

Approve clarification of Board action of December 20, 2016 (C.80) which authorized the Health Services Director to execute Contract #23-604 with Unify, Inc., a corporation, to correct the contract term of December 20, 2016 through December 19, 2017, to reflect the intent of the parties in which the contract term should read, for the period from December 20, 2016 through December 19, 2019.

FISCAL IMPACT:

There is no fiscal impact with this clarification action.

BACKGROUND:

On December 20, 2016, the Board of Supervisors approved Contract #23-604 with Unify, Inc. for the provision of hardware, software implementation and support services to replace the aging and current phone system with the new Openscape HiPath 400 software and hardware for the period from December 20, 2016 through December 19, 2017.

The term end date of December 19, 2017 was stated in error and the purpose of this Board Order is to clarify the correct contract term as December 20, 2016 through December 19, 2019, to coincide with what is stated in the contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this correction is not approved, the Board Order term will remain incorrect and not match the contract term.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: David Runt,
925-335-8700



**Contra
Costa
County**

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: December 12, 2017

Subject: Receive and Accept the 2017 Annual Report of the Alamo Municipal Advisory Council (MAC)

RECOMMENDATION(S):

Receive and Accept the 2017 Annual Report of the Alamo Municipal Advisory Council (MAC), as recommended by Supervisor Andersen

FISCAL IMPACT:

None.

BACKGROUND:

On June 18, 2002, the Board of Supervisors adopted Resolution No. 2002/377, which requires that each regular and ongoing board, commission, or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objective for the following year.

CONSEQUENCE OF NEGATIVE ACTION:

The Board will not receive the annual report.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

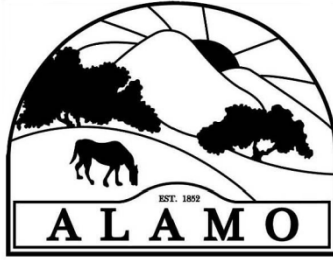
By: June McHuen, Deputy

Contact: Jennifer Quallick
925-957-8860

cc:

ATTACHMENTS

Alamo MAC Annual Report
2017



Contra Costa County

2017 Annual Board Report – Alamo Municipal Advisory Council

Advisory Body Name: Alamo Municipal Advisory Council

Meeting time/location: 1st Tuesday of the month, 6 p.m. Alamo Women's Club, 1401 Danville Boulevard, Alamo, CA (Alternate Location: Hap Magee Ranch Park, 1025 La Gonda, Danville, CA)

Chair: Anne Struthers

Vice Chair: Susan Rock

Members: David Barclay, Aron DeFerrari, Jill Winspear, Sanjiv Bhandari, Steve Mick, Clark Johns (Alternate Member), Kate Salisbury (Youth Member)

Subcommittees:

Parks and Recreation – Susan Rock, Jill Winspear and Steve Mick

AOB Subcommittee for downtown – David Barclay, Susan Rock and Anne Struthers

AOB Subcommittee for Schools – Susan Rock and Steve Mick

Land Use – David Barclay and Aron DeFerrari

Alamo Police Services Advisory Committee – Jill Winspear

Hap Magee Dog Park – Clark Johnson

Staff Support: Jennifer Quallick

Budget: \$3,000/year. The entire \$3k budget is used for meeting location rental space at Alamo Women's Club.

Activities and Accomplishments for 2017

- Reviewed and provided recommendations for 41 land use applications in Alamo.
 - Provide forum for public comment
 - Members Barclay and DeFerrari conducted field reviews
- Reviewed and provided recommendations regarding proposed budgets for CSA R-7A, and Landscape and Lighting Zones 36, 45, and 54.

- Provided oversight and recommendations regarding CSA R-7A recreational programming (4 concerts in the park, and 2 movie nights).
 - The YMCA program ceased in January 2017. Alamo continues to desire activities and programming, but it has not proved feasible at this time.
- Successfully monitored and completed with Public Works the approved Bocce Ball Court project at Livorna Park. The East Bay Regional Park District approved funding for the project using Measure WW funds. The project was fully funded and completed on July 2017.
- Successfully completed with Public Works the new Hemme Station Park located at the corner of Hemme Way and Danville Boulevard adjacent to the Iron Horse Trail. Significant design and environment work was included to accommodate community concerns. This park is designed as a respite park for trail and community use. No parking is included. The Hemme Station Park opened on September 23rd, 2017.
- Continuing design and communication with Public Works on the Round-about traffic structure are ongoing. This project is fully funded at this time. Design phase has begun and construction is anticipated to begin in 2019.
- Alamo Improvement Association worked closely with the MAC on land use development reviews and provided valuable input.
- The new Fire Station was successfully completed with a grand opening to the public on October 28th, 2017. Alamo MAC provided a forum for community concerns regarding community impact and design.
- Alamo MAC provided a forum for community concerns regarding school traffic and safe crosswalks for Rancho Romero, Alamo Elementary and Stone Valley Middle schools.

Work Plan and Objectives for 2018

- Monitor and make recommendations regarding proposed expenditures by CSA R-7A and the lighting and landscaping districts.
- Proceed with a phased sidewalk improvement and tree protection program on Danville Boulevard with Zone 36 funds as available.
- Continue working with Public Works in the design and implementation of the downtown Round-about. Significant community and local business communication is anticipated in 2018.
- Work with the Alamo Police Services Advisory Committee (APSAC), as needed. The MAC is supportive of the new ALPR camera system used to enhance community safety.
- Continue to provide Alamo-based recreation programming in the form of movie nights at Livorna Park and the Summer Concert Series at Livorna Park.
- Evaluate and develop recommendations for land-use applications that come before the MAC to ensure compliance with code requirements, consistency with the community of Alamo, and listen to public concerns and opinions on such matters.

Attendance

- January – Rock absent

- February – Winspear absent
- March – Winspear and Johnson absent
- April – Salisbury absent
- May – All present
- June – Struthers, DeFerrari, Bhandari, and Winspear absent
- July – All present
- August – Summer Recess; no meeting
- September – Winspear absent
- October – Bhandari and Johnson absent
- November – Salisbury absent
- December – All present

Meeting Summary

- 11 Regular MAC Meetings and 1 Downtown Subcommittee Meeting



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

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 November 14, 2017 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 Contra Costa Health Plan (CCHP) provider's credentials file. Approval of this list of providers as recommended by the CCHP Medical Director will enable the CCHP to comply with this requirement.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, CCHP's providers will not be appropriately credentialed and in compliance with the NCQA.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017**

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II
Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Patricia Tanquary,
925-313-6004

cc: L Walker, M Wilhelm, H Wong

ATTACHMENTS

Provider List

Contra Costa Health Plan
Providers Approved by Peer Review and Credentialing Committee
November 14, 2017

CREDENTIALING PROVIDERS NOVEMBER 2017	
Name	Specialty
Alagappan, Ravi, MD	Radiology
Buchholz, Michelle, NP	Primary Care Family Medicine
Cheifetz, Karrin, LAc	Acupuncture
Cruz, Alyssa, BCBA	Behavior Analysis
Duffy, Carrie, DO	OB/GYN
Emmanuel, Charlene, MD	OB/GYN
Espinoza, Desiree, NP	Primary Care Pediatrician
Flanagan, Catherine, NP	Primary Care Family Medicine
Fong, Hon, MD	OB/GYN
Geller, Michael, PA	Pain Medicine
Jain, Mahima, PA	Pain Medicine
Kadakia, Mitul, MD	Interventional Cardiology
Knowles, Kelly, BCBA	Behavior Analysis
Koernke, Jessica, RBT	Behavior Analysis
Loja, Melissa, MD	Surgery - Vascular
Luo, Caesar, MD	Ophthalmology
McKee, Beth, PA	Pain Medicine
Miller, Alexandria, BCBA	Behavior Analysis
Newsum, Jonathan, MFT	Behavior Analysis
Ortiz Soto, Xaviera, MD	Primary Care Internal Medicine
Orton, Marianne, NP	Primary Care Pediatrician
Penney, Jennifer, PsyD	Mental Health Services
Ro, Ashley, NP	Primary Care Family Medicine
Smith, Jonathan, LCSW	Mental Health Services
Taylor, Nicholas, MD	Primary Care Family Medicine

RECREREDENTIALING PROVIDERS NOVEMBER 2017	
Name	Specialty
Buffett, Wendy O., MD	Primary Care Family Medicine
Chung, Mai X., BCBA	Behavior Analysis
Dea, Doris, MFT	Mental Health Services
Drucker, Mark, MD	Ophthalmology

RECREREDENTIALING PROVIDERS NOVEMBER 2017	
Name	Specialty
Furer, Jessica A., MD	Primary Care Internal Medicine
Galaty, Lauren, CNM	Midwife
Garlin, Amy, MD	HIV/AIDS
Girgis, Magdy, MD	OB/GYN
Gross, Goldee, MD	OB/GYN
Huff, David L., OD	Optometry
Ingersoll, Otis P., NP	Primary Care Family Medicine
Jimenez, Douglas B., MD	Family Planning
Kim, Teresa H., MD	Surgery – General
Kirkham, Margaret, NP	Primary Care Family Medicine
Lewis, Stephen, MD	Endocrinology, Diabetes & Metabolism
McGrael-Souders, Adrienne L., MD	Primary Care Family Medicine
Milnes, Elizabeth E., PsyD	Mental Health Services
Morgan-Thompson, Joyce V., NP	Primary Care Internal Medicine
Longton, William, MD	Pain Medicine
O'Neil, Bruce H., MD	Primary Care Internal Medicine
Omotoso, Omoniyi, MD	Primary Care Pediatrician
Oqvist, Jessica R., LM	Mid-Level Family Planning
Patterson, Anna-Mary, NP	Mid-Level Family Planning
Rodriguez, Yolanda M., RD	Dietitian
Schwarzman, Megan R., MD	Family Planning
Shah, Saurin, MD	Surgery – Thoracic
Uy, Jonathan J., DPM	Podiatry
Velkuru, Vani, MD	Rheumatology
Verne, Allen, MD	Ophthalmology
Westin, Tom S., MFT	Mental Health Services
Wong, Dianne L., OD	Optometry

Contra Costa Health Plan

Providers Approved by Peer Review and Credentialing Committee

November 14, 2017

Page 3 of 3

RECREREDENTIALING ORGANIZATIONAL PROVIDERS NOVEMBER 2017		
Provider Name	Provide the Following Services	Location
Fresenius Medical Care Diablo Nephrology Clinics, LLC dba: Fresenius Medical Care Diablo East Antioch	Dialysis	Antioch

bopl-November 14, 2017



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Unpaid Student Training Agreement #22-473-7 with Pacific Union College

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Unpaid Student Training Agreement #22-473-7 with Pacific Union College, an educational institution, to provide supervised field instruction in the County's Public Health Division to nursing students, for the period from January 1, 2018 through December 31, 2020.

FISCAL IMPACT:

Non-financial Agreement.

BACKGROUND:

The purpose of this agreement is to provide Pacific Union College nursing students 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, benefiting from the students' services to patients.

On January 6, 2015, the Board of Supervisors approved Contract #22-473-6 with Pacific Union College for the provision of supervised fieldwork instruction experience with the Health Services Department.

Approval of Unpaid Student Training Agreement #22-473-7 will allow Pacific Union College students to continue to receive supervised fieldwork instruction experience with the Health Services Department, through December 31, 2020.



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: **12/12/2017**



APPROVED AS



OTHER

RECOMMENDED

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Dan Peddycord,
925-313-6712

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the students will not receive supervised fieldwork instruction experience at County's Public Health Division.



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: December 12, 2017

Subject: Approval of Transfer of Ownership of Church Lane Apartments in San Pablo and Idaho Apartments in El Cerrito, and Related Actions

RECOMMENDATION(S):

1. APPROVE the ownership transfer of Church Lane Apartments in San Pablo from Church Lane - Rubicon Partners, a California Limited partnership, to San Pablo Preservation L.P., a California Limited partnership;
2. APPROVE the ownership transfer of Idaho Apartments in El Cerrito from Idaho Apartments Associates, a California Limited partnership, to San Pablo Preservation L.P., a California Limited partnership;
3. APPROVE the assignment and assumption of County HOME Investment Partnerships Act, Community Development Block Grant, and Housing Opportunities for Persons with HIV/AIDs from the current owners to the new owner; and
4. APPROVE and AUTHORIZE the Director of Conservation and Development, or designee, to execute legal documents to carry out these approvals.

FISCAL IMPACT:

No General Fund impact: 100 percent federal funds. HOME and CDBG funds are provided to the County on a formula allocation basis through the U.S. Department of Housing and Urban Development (HUD). HOPWA funds are provided to the County through an agreement with the City of Oakland, the direct HUD grantee.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017**

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Kara Douglas
925-674-7880

cc:

BACKGROUND:

The County made a loan of \$1,705,933 to Church Lane-Rubicon L.P. on December 9, 2015, consisting of \$804,400 in HOME Investment Partnerships Act (HOME) funds and \$901,533 in Community Development Block Grant (CDBG) funds. The County made loans to Idaho Apartments L.P. on February 26, 1996 (\$102,000 Housing Opportunities for Persons with HIV/AIDs [HOPWA]) and November 26, 1996 (\$255,000 HOPWA and \$470,000 CDBG) totaling \$827,000 for the rehabilitation of Idaho Apartments located at 10203 San Pablo Avenue, El Cerrito. San Pablo Renovation L.P. intends to acquire and refinance both properties as a single transaction and to renovate both properties.

The ownership entities of both developments are controlled by an affiliate of Resources for Community Development (RCD), an experienced non-profit affordable housing developer. RCD is not seeking any additional HOME, CDBG or HOPWA funds as a part of this transaction. It is requesting that the County consent to the transfer of ownership, assign its loans to the new owner, and add accrued interest to the original principal for a new principal loan amount. In addition, the County is entering into new regulatory agreements with the new owner, and an subordination and intercreditor agreement with El Cerrito.

The purpose of the refinancing is to rehabilitate both properties.

The exterior scope of work at Idaho Apartments includes replacement of roofing, gutters, downspouts, doors, windows, lap siding, and sidewalk improvements. Also, exterior lighting will be replaced and CCTV security system and a key fob entry system will be installed. Interior improvements include replacement of all lighting and plumbing fixtures, new cabinetry, appliances, cook tops, flooring, repainting, and replacement of heaters and hot water heaters. Structural seismic upgrades will be made at all buildings. The community room, services and property management offices will receive updated finishes and layout will be improved. ADA units will be upgraded to meet current code requirements and the site path of travel will be improved.

The exterior scope of work at Church Lane includes replacement of roofing, gutters, downspouts, doors, windows, and replacement of the stucco with lap siding. Also, exterior lighting will be replaced and CCTV security system and a key fob entry system will be installed. Interior improvements include replacement of all lighting and plumbing fixtures, new cabinetry, appliances, flooring, repainting, and replacement of heaters and hot water heaters. The community room and property management office will receive updated finishes and new furnishings. ADA units will be upgraded to meet current code requirements and the site path of travel will be improved as well as modernization of the elevator.

CONSEQUENCE OF NEGATIVE ACTION:

If the County does not undertake the actions described above, Church Lane and Idaho Apartments will not be able to refinance and rehabilitate the existing developments.

ATTACHMENTS

Church Lane Assignment Agreement

Idaho Apartments Assignment Agreement

Church Idaho Refinancing County Loan Agreement

Church Lane Refinanced HOME & CDBG Loan Promissory Note

Idaho Apartments Refinanced HOPWA CDBG Loan Promissory Note

Church Idaho County Combined Loan Deed of Trust

Church Lane County (Local) Regulatory Agreement

Idaho Apartments HOPWA and County Regulatory Agreement

Church Idaho Subordination and Intercreditor Agreement with El Cerrito

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT
(Church Lane)

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT (the "Agreement") is dated December 1, 2017 and is by and among the County of Contra Costa, a political subdivision of the State of California (the "County"), Church Lane-Rubicon Partners, a California limited partnership (the "Seller"), and San Pablo Preservation, L.P., a California limited partnership (the "Buyer").

RECITALS

A. Seller is the owner of that certain real property located at 2555 Church Lane in the City of San Pablo, County of Contra Costa, State of California (the "Church Lane Property"). The Church Lane Property has been improved with twenty-two (22) units of multifamily housing and accompanying structures (the "Church Lane Improvements").

B. The County previously provided the following loans to the Seller: (i) a loan of Eight Hundred Four Thousand Four Hundred Dollars (\$804,400) in 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, and (ii) a loan of Nine Hundred One Thousand Five Hundred Thirty-Three Dollars (\$901,533) in funds provided by HUD under Title I of the Housing and Community Development Act of 1974, as amended (collectively, the "Original Church Lane Loan").

C. The Buyer desires to acquire the Church Lane Property from the Seller and to assume the Seller's obligations under the Original Church Lane Loan. Furthermore, the Church Lane Improvements are in need of rehabilitation which will require additional financing. In support of the rehabilitation of the Church Lane Property and the concurrent rehabilitation of twenty-nine (29) units of affordable housing located at 10203 San Pablo Avenue in the City of El Cerrito (the "Idaho Apartments Property"), which is being acquired by the Buyer at the same time it acquires the Church Lane Property, the County has agreed to restructure the Original Church Lane Loan, as well as the existing financing associated with the Idaho Apartments Property (collectively, the "Restructured Financing").

D. The transfer all of the Seller's rights, title, and interest in the Church Lane Property to the Buyer (the "Transfer"), and the assignment of the Original Church Lane Loan to the Buyer require the County's consent.

E. Concurrent with the Transfer and the assignment and assumption of the Original Church Lane Loan, the documents evidencing the Original Church Lane Loan will be terminated and replaced with new loan documents evidencing the Restructured 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 Seller. 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 Church Lane Loan.
 - b. It has received the consent of all other existing lenders on the Church Lane Property to the transfer of the Church Lane 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 Church Lane 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 Church Lane 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 Church Lane Loan (the "Assignment").
 - b. Assumption. The Buyer hereby accepts the Assignment and assumes the Seller's obligation to repay the Original Church Lane 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.

Remainder of Page Left Intentionally Blank

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

SELLER:

CHURCH LANE-RUBICON PARTNERS, a
California limited partnership

By: RCD GP 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

BUYER:

SAN PABLO PRESERVATION, L.P.,
a California limited partnership

By: RCD GP 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
(Idaho Apartments)

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT (the "Agreement") is dated December 1, 2017 and is by and among the County of Contra Costa, a political subdivision of the State of California (the "County"), Idaho Apartments Associates, a California limited partnership (the "Seller"), and San Pablo Preservation, L.P., a California limited partnership (the "Buyer").

RECITALS

A. Seller is the owner of that certain real property located at 10203 San Pablo Avenue in the City of El Cerrito, County of Contra Costa, State of California (the "Idaho Apartments Property"). The Idaho Apartments Property has been improved with twenty-nine (29) units of multifamily housing and accompanying structures (the "Idaho Apartments Improvements").

B. The County previously provided the following loans to the Seller: (i) a loan of Two Hundred Fifty-Five Thousand Dollars (\$255,000) and a loan of One Hundred Two Thousand Dollars (\$102,000), in Housing Opportunities for Persons with AIDS Program funds from the United States Department of Housing and Urban Development ("HUD"), and (ii) a loan of Four Hundred Seventy Thousand Dollars (\$470,000) in funds provided by HUD under Title I of the Housing and Community Development Act of 1974, as amended (collectively, the "Original Idaho Apartments Loan").

C. The Buyer desires to acquire the Idaho Apartments Property from the Seller and to assume the Seller's obligations under the Original Idaho Apartments Loan. Furthermore, the Idaho Apartments Improvements are in need of rehabilitation which will require additional financing. In support of the rehabilitation of the Idaho Apartments Property and the concurrent rehabilitation of twenty-two (22) units of affordable housing located at 2555 Church Lane in the City of San Pablo (the "Church Lane Property"), which is being acquired by the Buyer at the same time it acquires the Idaho Apartments Property, the County has agreed to restructure the Original Idaho Apartments Loan, as well as the existing financing associated with the Church Lane Property (collectively, the "Restructured Financing").

D. The transfer all of the Seller's rights, title, and interest in the Idaho Apartments Property to the Buyer (the "Transfer"), and the assignment of the Original Idaho Apartments Loan to the Buyer require the County's consent.

E. Concurrent with the Transfer and the assignment and assumption of the Original Idaho Apartments Loan, the documents evidencing the Original Idaho Apartments Loan will be terminated and replaced with new loan documents evidencing the Restructured 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 Seller. 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 Idaho Apartments Loan.
 - b. It has received the consent of all other existing lenders on the Idaho Apartments Property to the transfer of the Idaho Apartments 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 Idaho Apartments 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 Idaho Apartments 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 Idaho Apartments Loan (the "Assignment").
 - b. Assumption. The Buyer hereby accepts the Assignment and assumes the Seller's obligation to repay the Original Idaho Apartments 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.

Remainder of Page Left Intentionally Blank

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

SELLER:

IDAHO APARTMENTS ASSOCIATES, a
California limited partnership

By: RCD GP 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

BUYER:

SAN PABLO PRESERVATION, L.P.,
a California limited partnership

By: RCD GP 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

DEVELOPMENT LOAN AGREEMENT
(Church Lane and Idaho Apartments)

This Development Loan Agreement (the "Agreement") is dated December 1, 2017, and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and San Pablo Preservation, 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 Church Lane-Rubicon Partners, a California limited partnership (the "Church Lane Seller") that certain real property located at 2555 Church Lane in the City of San Pablo, County of Contra Costa, State of California, as more particularly described in Exhibit A-1 (the "Church Lane Property"). The Church Lane Property is improved with twenty-two (22) units of affordable housing and attendant site improvements (the "Church Lane Improvements").

C. Borrower is acquiring from Idaho Apartments Associates, a California limited partnership (the "Idaho Apartments Seller") that certain real property located at 10203 San Pablo Avenue in the Cities of El Cerrito and Richmond, County of Contra Costa, State of California, as more particularly described in Exhibit A-2 (the "Idaho Apartments Property"). The Idaho Apartments Property is improved with twenty-nine (29) units of affordable housing and attendant site improvements (the "Idaho Apartments Improvements").

D. The Church Lane Improvements and the Idaho Apartments Improvements, are collectively referred to as the "Improvements." The Church Lane Property and the Idaho Apartments 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 California Municipal Finance Authority 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.

G. The Restructured Church Lane Loan and the Restructured Idaho Apartments Loan are together referred to as the "Combined County Loan." The Combined County Loan is evidenced by this Agreement, the Notes, the Regulatory Agreements, and the Intercreditor Agreement, and is secured by the Deed of Trust.

H. The Combined County Loan includes the following financing sources: (i) 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"); (ii) Housing Opportunities for Persons with AIDS Program funds from HUD pursuant to the HOPWA Program ("HOPWA Funds") which are available to and administered by the County, as a subrecipient of the City of Oakland, which is the representative for the Alameda-Contra Costa County Eligible Metropolitan Area, and which must be used in accordance with 24 C.F.R. Section 574 et seq.; and (iii) funds from HUD under Title I of the Housing and Community Development Act of 1974, as amended ("CDBG Funds") which must be used in accordance with 24 C.F.R. Part 570.

I. Due to the assistance provided Borrower through the Combined County Loan, the County is designating twenty-two (22) units of affordable housing as assisted by the County (the "County-Assisted Units"). The County-Assisted Units are comprised of eleven (11) units at the Church Lane Improvements, and eleven (11) units at the Idaho Apartments Improvements.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following terms have the following meanings:

- (a) "Agreement" means this Development Loan Agreement.
- (b) "AHP Loan" has the meaning set forth in Section 1.1(f)(viii).
- (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 Government Lender with respect to the Government Lender Note;
 - (v) payment to HCD of a portion of the accrued interest on the HCD MHP-SH Loan pursuant to California Code of Regulations, Title 25, Section 7308;

(vi) 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;

(vii) the Partnership/Asset Fee;

(viii) 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;

(ix) premiums for insurance required for the Improvements to satisfy the requirements of any lender of Approved Financing;

(x) utility services not paid for directly by tenants, including water, sewer, and trash collection;

(xi) maintenance and repair expenses and services;

(xii) any annual license or certificate of occupancy fees required for operation of the Development;

(xiii) security services;

(xiv) advertising and marketing;

(xv) cash deposited into the Replacement Reserve Account in the amount set forth in Section 4.1(a);

(xvi) cash deposited into the Operating Reserve Account to maintain the amount set forth in Section 4.1(b) (excluding amounts deposited to initially capitalize the account);

(xvii) payment of any previously unpaid portion of Developer Fee (without interest), not to exceed the amount set forth in Section 3.11;

(xviii) extraordinary operating costs specifically approved in writing by the County;

(xix) 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) "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.

(f) "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 El Cerrito Loan;

(ii) California Municipal Finance Authority 2017 Multifamily Housing Revenue Note (Church and Idaho Apartments) issued by the California Municipal Finance Authority (the "Government Lender") in the approximate amount of Twelve Million One Hundred Seven Thousand One Hundred Fifty-Nine Dollars (\$12,107,159) (the "Government Lender Note"), the proceeds of which are loaned to Borrower by the Government Lender pursuant to a funding loan to the Government Lender by the Bank (the "Bank Loan") which will convert to a permanent loan in the approximate amount of Two Million Ninety-Six Thousand Dollars (\$2,096,000) (the "Permanent Loan");

(iii) the Low Income Housing Tax Credit investor equity funds in the approximate amount of Seven Million Two Hundred Ten Thousand Seven Hundred Sixteen Dollars (\$7,210,716) (the "Tax Credit Investor Equity") provided by the Investor Limited Partner;

(iv) the loan from Church Lane Seller in the approximate amount of One Million Five Hundred Thirty-Six Thousand Three Hundred Sixty-Seven Dollars (\$1,536,367) (the "Church Lane Seller Loan");

(v) the loan from Idaho Apartments Seller in the approximate amount of Six Hundred Eighty-Two Thousand One Hundred Sixty-Three Dollars (\$682,163) (the "Idaho Apartments Seller Loan");

(vi) the loan from RCD of state certificated credits in the approximate amount of One Million Five Hundred Seventeen Thousand Four Hundred Sixty-Four Dollars (\$1,517,464) (the "State Credits Loan");

(vii) the capital contribution from Borrower's general partner in the approximate amount of One Million Seventeen Thousand Two Hundred Eleven Dollars (\$1,017,211) (the "GP Capital Contribution");

(viii) Affordable Housing Program Loan from the Federal Home Loan Bank of San Francisco in the approximate amount of Four Hundred Ninety Thousand Dollars (\$490,000) (the "AHP Loan"); and

(ix) the permanent loan of Multifamily Housing Program – Supportive Housing funds from the California Department of Housing and Community Development

("HCD") in the approximate amount of Three Million One Hundred Sixty-Two Thousand Five Hundred Sixty-Four Dollars (\$3,162,564) (the "HCD MHP-SH Loan").

(g) "Assignment Agreements" means collectively, the Idaho Apartments Assignment Agreement and the Church Lane Assignment Agreement.

(h) "Bank" means MUFG Union Bank, N.A., a national banking association, and its successors and assigns.

(i) "Bank Loan" has the meaning set forth in Section 1.1(f)(ii).

(j) "Borrower" has the meaning set forth in the first paragraph of this Agreement.

(k) "Borrower's Shared Portion of Residual Receipts" means twenty-five percent (25%) of Residual Receipts.

(l) "CDBG Funds" has the meaning set forth in Paragraph H of the Recitals.

(m) "Church Lane Assignment Agreement" means the Assignment, Assumption and Consent Agreement dated December 1, 2017, by and among the Church Lane Seller, the County, and Borrower, pursuant to which the Church Lane Seller is assigning the Original Church Lane Loan to Borrower and Borrower is assuming the Original Church Lane Loan, as consented to by the County.

(n) "Church Lane 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 Church Lane Improvements, to be recorded against the Church Lane Property.

(o) "Church Lane Improvements" has the meaning set forth in Paragraph B of the Recitals.

(p) "Church Lane Property" has the meaning set forth in Paragraph B of the Recitals.

(q) "Church Lane Seller" has the meaning set forth in Paragraph B of the Recitals.

(r) "Church Lane Seller Loan" has the meaning set forth in Section 1.1(f)(iv).

(s) "Closing" means the date that Borrower acquires the Property and the grant deeds evidencing such acquisition are recorded in the Official Records.

(t) "Combined County Loan" has the meaning set forth in Paragraph G of the Recitals.

(u) "Commencement of Construction" has the meaning set forth in Section 3.2.

(v) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by El Cerrito, Richmond and San Pablo to certify that the Development may be legally occupied or that the work has been completed in accordance with the applicable governmental requirements.

(w) "County" has the meaning set forth in the first paragraph of this Agreement.

(x) "County Additional Prorata Share" means the result obtained by dividing Combined County Loan by the sum of the Combined County Loan and the Restructured El Cerrito Loan.

(y) "County-Assisted Units" has the meaning set forth in Paragraph I of the Recitals.

(z) "County Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Combined County Loan, by the sum of the Combined County Loan, the Restructured El Cerrito Loan and the HCD MHP-SH Loan.

(aa) "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.

(bb) "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(cc) "Developer Fee" has the meaning set forth in Section 3.11.

(dd) "Development" has the meaning set forth in Paragraph D of the Recitals.

(ee) "El Cerrito" means the City of Cerrito, California, a municipal corporation.

(ff) "Event of Default" has the meaning set forth in Section 6.1.

(gg) "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.

(hh) "Final Cost Certification" has the meaning set forth in Section 4.2.

(ii) "Government Lender" has the meaning set forth in Section 1.1(g)(ii).

(jj) "Government Lender Note" has the meaning set forth in Section 1.1(g)(ii).

(kk) "GP Capital Contribution" has the meaning set forth in Section 1.1(g)(vii).

(ll) "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.

(mm) "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.

(nn) "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.

(oo) "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.

- (pp) "HCD" has the meaning set forth in Section 1.1(g)(ix)
- (qq) "HCD MHP-SH Loan" has the meaning set forth in Section 1.1(g)(ix).
- (rr) "HOME Funds" has the meaning set forth in Paragraph H of the Recitals.
- (ss) "HOME Regulations" has the meaning set forth in Paragraph H of the Recitals.
- (tt) "HOPWA Funds" has the meaning set forth in Paragraph H of the Recitals.
- (uu) "Housing Authority" means the Housing Authority of Contra Costa County.
- (vv) "HUD" has the meaning set forth in Paragraph H of the Recitals.
- (ww) "Idaho Apartments Assignment Agreement" means the Assignment, Assumption and Consent Agreement dated December 1, 2017, by and among the Idaho Apartments Seller, the County, and Borrower, pursuant to which the Idaho Apartments Seller is assigning the Original Idaho Apartments Loan to Borrower and Borrower is assuming the Original Idaho Apartments Loan, as consented to by the County.
- (xx) "Idaho Apartments HOPWA and 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 Idaho Apartments Improvements, to be recorded against the Idaho Apartments Property.
- (yy) "Idaho Apartments Improvements" has the meaning set forth in Paragraph C of the Recitals.
- (zz) "Idaho Apartments Property" has the meaning set forth in Paragraph C of the Recitals.
- (aaa) "Idaho Apartments Seller" has the meaning set forth in Paragraph C of the Recitals.
- (bbb) "Idaho Apartments Seller Loan" has the meaning set forth in Section 1.1(f)(v).
- (ccc) "Improvements" has the meaning set forth in Paragraph D of the Recitals.
- (ddd) "Intercreditor Agreement" means that certain Subordination and Intercreditor Agreement of even date herewith entered into by and among El Cerrito, the County, and Borrower related to the Restructured El Cerrito Loan, and the Combined County Loan to be recorded against the Property.

(eee) "Investor Limited Partner" means Red Stone Equity-2017 National Fund, L.P., a Delaware limited partnership, and its permitted successors and assigns.

(fff) "Lenders' Share of Residual Receipts" means fifty percent (50%) of Residual Receipts.

(ggg) "Loan Documents" means this Agreement, the Notes, the Regulatory Agreements, the Intercreditor Agreement, and the Deed of Trust.

(hhh) "Notes" means collectively, the Restructured Church Lane Note and the Restructured Idaho Apartments Note.

(iii) "Official Records" means the official records of Contra Costa County.

(jjj) "Operating Reserve Account" has the meaning set forth in Section 4.1(b).

(kkk) "Original Church Lane CDBG Loan" has the meaning set forth in Section 2.1(a).

(lll) "Original Church Lane CDBG Note" has the meaning set forth in Section 2.1(a).

(mmm) "Original Church Lane Deed of Trust" has the meaning set forth in Section 2.1(a).

(nnn) "Original Church Lane HOME Loan" has the meaning set forth in Section 2.1(a).

(ooo) "Original Church Lane Loan Agreement" has the meaning set forth in Section 2.1(a).

(ppp) "Original Church Lane HOME Note" has the meaning set forth in Section 2.1(a).

(qqq) "Original Church Lane Regulatory Agreement" has the meaning set forth in Section 2.1(a).

(rrr) "Original County Loans" means collectively, the Original Church Lane HOME Loan, the Original Church Lane CDBG Loan, the Original Idaho Apartments CDBG Loan, the Original Idaho Apartments HOPWA Loan, and the Original Idaho Apartments Second HOPWA Loan.

(sss) "Original Idaho Apartments CDBG & HOPWA Deed of Trust" has the meaning set forth in Section 2.1(b)(i).

(ttt) "Original Idaho Apartments CDBG & HOPWA Loan Agreement" has the meaning set forth in Section 2.1(b)(i).

(uuu) "Original Idaho Apartments CDBG & HOPWA Regulatory Agreement"

has the meaning set forth in Section 2.1(b)(i).

(vvv) "Original Idaho Apartments CDBG Loan" has the meaning set forth in Section 2.1(b)(i).

(www) "Original Idaho Apartments CDBG Note" has the meaning set forth in Section 2.1(b)(i).

(xxx) "Original Idaho Apartments HOPWA Loan" has the meaning set forth in Section 2.1(b)(i).

(yyy) "Original Idaho Apartments HOPWA Note" has the meaning set forth in Section 2.1(b)(i).

(zzz) "Original Idaho Apartments Intercreditor Agreement" has the meaning set forth in Section 2.1(b)(i).

(aaaa) "Original Idaho Apartments Second HOPWA Loan" has the meaning set forth in Section 2.1(b)(ii).

(bbbb) "Original Idaho Apartments Second HOPWA Loan Agreement" has the meaning set forth in Section 2.1(b)(ii).

(cccc) "Original Idaho Apartments Second HOPWA Loan Deed of Trust" has the meaning set forth in Section 2.1(b)(ii).

(dddd) "Original Idaho Apartments Second HOPWA Loan Note" has the meaning

(eeee) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership, dated on or about the date of recordation of the Deed of Trust, that governs the operation and organization of Borrower as a California limited partnership.

(ffff) "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 partners of Borrower, in the amounts approved by the County as set forth in Section 3.12.

(gggg) "Permanent Loan" has the meaning set forth in Section 1.1(f)(ii).

(hhhh) "Property" has the meaning set forth in Paragraph D of the Recitals.

(iiii) "RCD" means Resources for Community Development, a California nonprofit public benefit corporation.

(jjjj) "Regulatory Agreements" means the Church Lane County Regulatory Agreement and the Idaho Apartments HOPWA and County Regulatory Agreement.

(kkkk) "Replacement Reserve Account" has the meaning set forth in Section 4.1(a).

(llll) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(mmmm) "Restructured Church Lane CDBG Loan" has the meaning set forth in Section 2.2(a).

(nnnn) "Restructured Church Lane HOME Loan" has the meaning set forth in Section 2.2(a).

(oooo) "Restructured Church Lane Loan" has the meaning set forth in Section 2.2(a).

(pppp) "Restructured Church Lane Note" has the meaning set forth in Section 2.2(a).

(qqqq) "Restructured El Cerrito Loan" means the Three Hundred Fifty Thousand Dollars (\$350,000) loan from El Cerrito to the Idaho Apartments Seller as assigned to and assumed by Borrower, and restructured and so that the new principal amount is Four Hundred Thirty Two Thousand Two Hundred Fifty Dollars (\$432,250).

(rrrr) "Restructured Idaho Apartments CDBG Loan" has the meaning set forth in Section 2.2(b).

(ssss) "Restructured Idaho Apartments HOPWA Loan" has the meaning set forth in Section 2.2(b).

(tttt) "Restructured Idaho Apartments Loan" has the meaning set forth in Section 2.2(b).

(uuuu) "Restructured Idaho Apartments Note" has the meaning set forth in Section 2.2(b).

(vvvv) "Richmond" means the City of Richmond, California, a municipal corporation.

(wwwv) "San Pablo" means the City of San Pablo, California, a municipal corporation.

(xxxx) "Sellers" means collectively the Church Lane Seller and the Idaho Apartments Seller.

(yyyy) "Senior Loan" has the meaning set forth in Section 2.6.

(zzzz) "Special Limited Partner" means Red Stone Equity Manager, LLC, a Delaware limited liability company, and its permitted successors and assigns.

- (aaaaa) "State Credits Loan" has the meaning set forth in Section 1.1(f)(vi).
- (bbbbb) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.
- (ccccc) "Tax Credit Investor Equity" has the meaning set forth in Section 1.1(f)(iii).
- (ddddd) "TCAC" has the meaning set forth in Paragraph E of the Recitals.
- (eeeee) "Tenant" means the tenant household that occupies a unit in the Development.
- (fffff) "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.
- (ggggg) "Transfer" has the meaning set forth in Section 4.12 below.

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 Church Lane Property
Exhibit A-2: Legal Description of the Idaho Apartments Property
Exhibit B: Approved Development Budget

ARTICLE 2 LOAN PROVISIONS

Section 2.1 Overview of Original Development Loans.

(a) Church Lane Loan. The County made a loan of One Million Seven Hundred Five Thousand Nine Hundred Thirty-Three Dollars (\$1,705,933) to the Church Lane Seller on December 9, 2015 comprised of Eight Hundred Four Thousand Four Hundred Dollars (\$804,400) in HOME Funds (the "Original Church Lane HOME Loan") and Nine Hundred One Thousand Five Hundred Thirty-Three Dollars (\$901,533) in CDBG Funds (the "Original Church Lane CDBG Loan"). The Original Church Lane HOME Loan and Original Church Lane CDBG Loan were evidenced by that certain Amended and Restated CDBG and HOME Loan Agreement dated December 9, 2015, between the County and the Church Lane Seller (the "Original Church Lane Loan Agreement"), that certain promissory note dated December 9, 2015, executed by the Church Lane Seller for the benefit of the County, in the amount of Eight Hundred Four Thousand Four Hundred Dollars (\$804,400) (the "Original Church Lane HOME Note"), and that certain promissory note dated December 9, 2015, executed by the Church Lane Seller for the benefit of the County, in the amount Nine Hundred One Thousand Five Hundred Thirty-Three

Dollars (\$901,533) (the "Original Church Lane CDBG Note") . The Original Church Lane Loan was secured against the Church Lane Property by a Deed of Trust with Assignment of Rents and Security Agreement dated December 9, 2015, executed by the Church Lane Seller and recorded in the Official Records on January 12, 2016, as Instrument No. 2016-0005266-00 (the "Original Church Lane Deed of Trust"). In connection with the Original Church Lane Loan, the Church Lane Seller and the County entered into a Regulatory Agreement and Declaration of Restrictive Covenants dated December 9, 2015, recorded in the Official Records against the Church Lane Property on January 12, 2016, as Instrument No. 2016-0005265-00 (the "Original Church Lane Regulatory Agreement").

(b) Idaho Apartments Loans.

(i) CDBG/HOPWA Loan. The County made a loan of Seven Hundred Twenty-Five Thousand Dollars (\$725,000) to the Idaho Apartments Seller on November 26, 1996, comprised of Two Hundred Fifty-Five Thousand Dollars (\$255,000) in HOPWA Funds (the "Original Idaho Apartments HOPWA Loan") and Four Hundred Seventy Thousand Dollars (\$470,000) in CDBG Funds (the "Original Idaho Apartments CDBG Loan"). The Original Idaho Apartments HOPWA Loan and Original Idaho Apartments CDBG Loan were evidenced by that certain CDBG/HOPWA Loan Agreement dated November 26, 1996, between the County and the Idaho Apartments Seller (the "Original Idaho Apartments CDBG & HOPWA Loan Agreement"), that certain promissory note dated November 26, 1996, executed by the Idaho Apartments Seller for the benefit of the County, in the amount of Two Hundred Thirty Thousand Dollars (\$230,000), as amended by a Rider dated November 26, 1997 increasing the loan amount to Two Hundred Fifty-Five Thousand Dollars (\$255,000) (the "Original Idaho Apartments HOPWA Note"), and that certain promissory note dated November 26, 1996, executed by the Idaho Apartments Seller for the benefit of the County, in the amount Four Hundred Seventy Thousand Dollars (\$470,000) (the "Original Idaho Apartments CDBG Note"). The Original Idaho Apartments HOPWA Loan and Original Idaho Apartments CDBG Loan were secured against the Idaho Apartments Property by a Deed of Trust and Security Agreement dated November 26, 1996, executed by the Idaho Apartments Seller and recorded in the Official Records on November 27, 1996, as Instrument No. 96223851, as modified on June 10, 1997, by a Modification to Deed of Trust and Security Agreement recorded in the Official Records on August 15, 1997, as Instrument No. 97-0146471-00, (the "Original Idaho Apartments CDBG & HOPWA Deed of Trust"). In connection with the Idaho Apartments HOPWA Loan and Original Idaho Apartments CDBG Loan, the Idaho Apartments Seller and the County entered into a Regulatory Agreement dated November 26, 1996, recorded in the Official Records on November 27, 1996 as Instrument No. 96223852, as amended by a Modification of Regulatory Agreement dated May 12, 1997 and recorded in the Official Records on August 15, 1997, as Instrument No. 97-0146473-00 (the "Original Idaho Apartments CDBG & HOPWA Regulatory Agreement"). The Idaho Apartments HOPWA Loan and Original Idaho Apartments CDBG Loan were also evidenced by an Intercreditor Agreement by and among the County, the Idaho Apartments Seller, and the Redevelopment Agency of the City of El Cerrito dated January 21, 1997, recorded in the Official Records against the Idaho Apartments Property on April 7, 1997, as Instrument No. 97-0056589-00 (the "Original Idaho Apartments Intercreditor Agreement").

(ii) Second HOPWA Loan. The County made a loan of One Hundred Two Thousand Dollars (\$102,000) to the Idaho Apartments Seller on February 26, 1999 of

HOPWA Funds (the "Original Idaho Apartments Second HOPWA Loan"). The Original Idaho Apartments Second HOPWA Loan was evidenced by that certain HOPWA Loan Agreement dated February 26, 1999, between the County and the Idaho Apartments Seller (the "Original Idaho Apartments Second HOPWA Loan Agreement"), that certain promissory note dated January 29, 1999, executed by the Idaho Apartments Seller for the benefit of the County, in the amount of One Hundred Two Thousand Dollars (\$102,000) (the "Original Idaho Apartments Second HOPWA Note"). The Original Idaho Apartments Second HOPWA was secured against the Idaho Apartments Property by a Deed of Trust and Security Agreement dated January 29, 1999, executed by the Idaho Apartments Seller and recorded in the Official Records on July 13, 1999, as Instrument No. 1999-0183259-00, as modified by a Mortgage Loan Rider recorded in the Official Records on July 13, 1999, as Instrument No. 1999-0183260-00, (the "Original Idaho Apartments Second HOPWA Deed of Trust").

(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) Church Lane Loan Amount. The outstanding principal balance of the Original Church Lane HOME Loan as of the date of this Agreement is Eight Hundred Four Thousand Four Hundred Dollars (\$804,400). As of the date of this Agreement the Original Church Lane HOME 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 Church Lane HOME Loan is Forty-Eight Thousand Nine Hundred Seventy-Seven Dollars (\$48,977), which amount is being capitalized into the outstanding principal balance on the Original Church Lane HOME Loan for a total of Eight Hundred Fifty-Three Thousand Three Hundred Seventy-Seven Dollars (\$853,377) (the "Restructured Church Lane HOME Loan"). The outstanding principal balance of the Original Church Lane CDBG Loan as of the date of this Agreement is Nine Hundred One Thousand Five Hundred Thirty-Three Dollars (\$901,533). As of the date of this Agreement the Original Church Lane CDBG 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 Church Lane CDBG Loan is Forty-Six Thousand Eight Hundred Nineteen Dollars (\$46,819), which amount is being capitalized into the outstanding principal balance on the Original Church Lane CDBG Loan for a total of Nine Hundred Forty-Eight Thousand Three Hundred Fifty-Two Dollars (\$948,352) (the "Restructured Church Lane CDBG Loan"). The Restructured Church Lane HOME Loan and the Restructured Church Lane CDBG Loan are collectively referred to as the "Restructured Church Lane Loan," evidenced by a promissory note executed by Borrower in the amount of the Restructured Church Lane Loan for the benefit of the County (the "Restructured Church Lane Note").

(b) Idaho Apartments Loan Amount. The outstanding principal balance of the Original Idaho Apartments CDBG Loan as of the date of this Agreement is Four Hundred Seventy Thousand Dollars (\$470,000). As of the date of this Agreement the Original Idaho Apartments CDBG 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 Idaho Apartments CDBG Loan is Two Hundred Ninety-Seven Thousand Four Hundred Eighty-Five Dollars (\$297,485), which amount is being capitalized into the outstanding principal balance on the Original Idaho

Apartments CDBG Loan for a total of Seven Hundred Sixty-Seven Thousand Four Hundred Eighty-Five Dollars (\$767,485) (the "Restructured Idaho Apartments CDBG Loan"). The outstanding principal balance of the Original Idaho Apartment HOPWA Loan as of the date of this Agreement is Two Hundred Fifty-Five Thousand Dollars (\$255,000). As of the date of this Agreement the Original Idaho Apartments 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 Idaho Apartments Loan is One Hundred Sixty Thousand Three Hundred Ninety-Five Thousand Dollars (\$160,395), which amount is being capitalized into the outstanding principal balance on the Original Idaho Apartments Loan for a total of Four Hundred Fifteen Thousand Three Hundred Ninety-Five Dollars (\$415,395) (the "Restructured Idaho Apartments HOPWA Loan"). The outstanding principal balance of the Original Idaho Apartments Second HOPWA Loan as of the date of this Agreement is One Hundred Two Thousand Dollars (\$102,000). The Restructured Idaho Apartments HOPWA Loan, the Restructured Idaho Apartments CDBG Loan, and the Original Idaho Apartments Second HOPWA Loan are collectively referred to as the "Restructured Idaho Apartments Loan," evidenced by a promissory note executed by Borrower in the amount of the Restructured Idaho Apartments Loan for the benefit of the County (the "Restructured Idaho Apartments Note").

(c) Combined County Loan. The Combined County Loan equals the sum of the Restructured County Church Lane Loan and the Restructured County Idaho Loan for a total amount of Three Million Eighty-Six Thousand Six Hundred Eleven Dollars (\$3,086,611). 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 Church Lane Loan Agreement, the Original Idaho Apartments HOPWA & CDBG Loan Agreement, and the Original Idaho Apartments Second HOPWA Loan Agreement.

(b) Promissory Notes. At Closing, the County is cancelling the Original the Original Church Lane HOME Note, the Original Church Lane CDBG Note, the Original Idaho Apartments CDBG Note, the Original Idaho Apartments HOME Note, and the Original Idaho Apartments Second HOPWA Loan Note, and Borrower will execute the Notes.

(c) Deed of Trust. At Closing, the County is reconveying the Original Church Lane Deed of Trust, the Original Idaho Apartments CDBG & HOPWA Deed of Trust, and the Original Idaho Apartments Second HOPWA Loan Deed of Trust, and recording the Deed of Trust as a lien against the Property.

(d) Regulatory Agreements. At Closing, the County is terminating the Original Idaho Apartments Regulatory Agreement, the Original Idaho Apartments CDBG & HOPWA Regulatory Agreement, and the Original Church Lane Regulatory Agreement, and recording the Regulatory Agreements against the Property.

(e) Intercreditor Agreement. At Closing, the County is terminating the Original Church Lane Intercreditor Agreement and recording the Intercreditor Agreement against the Property.

Section 2.4 Interest on Loans.

(a) Restructured Church Lane Loan. Subject to the provisions of subsection (c) below, interest accrues on the outstanding principal balance of the Restructured Church Lane Loan at a rate of interest equal to 2.64%, compounding annually, commencing on the date of the Restructured Church Lane 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 Church Lane Note.

(b) Restructured Idaho Apartments Loan. Subject to the provisions of subsection (c) below, interest accrues on the outstanding principal balance of the Restructured Idaho Apartments Loan at a rate of interest equal to 2.64%, compounding annually, commencing on the date of the Restructured Idaho Apartments 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 Idaho Apartments Note.

(c) 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 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 Permanent Loan pursuant to Section 2.6 below, senior to the Restructured El Cerrito Loan, the AHP Loan, the Seller Loan, and the GP State Credits Loan, and (ii) execute the Regulatory Agreements, and the Intercreditor Agreement, and cause or permit them to be recorded against the Property.

Section 2.6 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 government sponsored enterprise, 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 provided for in the documents evidencing the Senior Loan executed by Borrower at Closing.

(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 2.7 Conditions Precedent to Closing.

The County is not obligated to authorize Closing, 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 Closing;

(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 Official Records or will be simultaneously with the Closing;

(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) The County has determined the 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;

(j) Borrower has obtained all permits and approvals necessary for the rehabilitation of the Development;

(k) Borrower has closed the loans and the equity financings that comprise the Approved Financing described in Section 1.1(f)(i) – (ix) and has already received, or is eligible to receive, the funds;

(l) 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 subject to the terms and conditions contained therein;

(m) The County has received a fully executed copy of the RAD Delayed Conversion Agreement between Borrower and the Housing Authority governing the commitment of project-based Section 8 rental assistance through the Rental Assistance Demonstration Program for five (5) units in the Church Lane Improvements by the Housing Authority;

(n) The County has received a fully executed copy of the Housing Assistance Payment Contract between Borrower and the Housing Authority governing the commitment of project-based Section 8 rental assistance through the Rental Assistance Demonstration Program for twenty-eight (28) units in the Idaho Apartments Improvements by the Housing Authority;

(o) The County has received a fully executed copy of the Agreement to Enter Housing Assistance Payment Contract between Borrower and the Housing Authority governing the commitment of project-based Section 8 rental assistance for five (5) units in the Church Lane Improvements by the Housing Authority;

Section 2.8 Conditions Precedent to Permanent Conversion.

Prior to conversion of the Bank Loan to the Permanent Loan, Borrower shall provide the County the following documentation:

(a) 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) Copies of the certificate of occupancy or equivalent final permit sign-offs for the Development;

(c) Current evidence of the insurance coverage meeting the requirements of Section 4.14 below;

(d) A form of Tenant lease;

(e) A Marketing Plan, Tenant Selection Plan, and Social Services Plan as defined in the Regulatory Agreements;

(f) 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;

(g) Evidence of compliance with all applicable relocation requirements;

(h) 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;

(i) A fully executed copy of the Housing Assistance Payment Contract between Borrower and the Housing Authority governing the provision of project-based Section 8 rental assistance for five (5) units in the Church Lane Improvements by the Housing Authority;

(j) A fully executed copy of the Rental Assistance Demonstration Housing Assistance Payment Contract between Borrower and the Housing Authority governing the provision of project-based Section 8 rental assistance through the Rental Assistance Demonstration Program for five (5) units in the Church Lane Improvements by the Housing Authority; and

(k) A fully executed copy of the Housing Assistance Payment Contract between Borrower and the Housing Authority governing the provision of project-based Section 8 rental assistance through the Rental Assistance Demonstration Program for twenty-eight (28) units in the Idaho Apartments Improvements by the Housing Authority.

Section 2.9 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 sum of (1) the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts and (2) the County Additional Prorata Share multiplied by Borrower's Shared Portion 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) 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 4.12; (ii) an Event of Default; and (iii) the expiration of the Term.

(c) Prepayment. Borrower may prepay the Combined County Loan at any time without premium or penalty. However, the Regulatory Agreements and the Deed of Trust will remain in effect for the entire Term, regardless of any prepayment or Transfer.

Section 2.10 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 and Borrower's Shared Portion of Residual Receipts 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 and Borrower's Shared Portion 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 4.5 below.

Section 2.11 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. Except as hereafter set forth, nothing contained herein is intended to relieve Borrower of its obligation to indemnify the County under the Loan Documents including but not limited to Sections 3.9, 4.6, and 7.4 of this Agreement, Sections 2.1(d) and 4.7(b)(vi) of the Idaho Apartments HOPWA and County Regulatory Agreement, and Section 2.1(c) of the Church Lane County Regulatory Agreement, 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 December 31, 2017, or such later date that the County approves in writing.

Section 3.2 Commencement of Construction.

Borrower shall cause the Commencement of Construction of the Development to occur no later than January 15, 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 3.3 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 November 1, 2019, or such later date that the County approves in writing.

Section 3.4 Pursuant to Plans and Laws.

Borrower shall cause all work performed in connection with the Development to be performed in compliance with:

(a) 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; and

(b) 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 3.5 Progress Reports.

Until such time as Borrower has received a certificate of occupancy (or functional equivalent) from El Cerrito, Richmond, and San Pablo 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 3.10 below.

Section 3.6 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 3.7 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 3.8 Inspections.

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.

Section 3.9 Relocation.

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, 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. 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.

Section 3.10 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 3.11 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 Five Hundred Fifty-Six Thousand Seven Hundred Eleven Dollars (\$2,556,711), provided that Borrower's general partner is required to make a capital contribution of at least One Million Seventeen Thousand Two Hundred Eleven Dollars (\$1,017,211) to the Partnership prior to or at the date the Bank Loan converts to the Permanent Loan. 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 3.12 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.

ARTICLE 4 LOAN REQUIREMENTS

Section 4.1 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 4.2 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 4.3 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 4.4 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 4.5 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 4.6 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 will survive termination of this Agreement 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 4.7 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 4.8 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 4.9 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 4.10 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) the Regulatory Agreements; and (2) any other regulatory requirements imposed on Borrower including but not limited to regulatory agreements associated with the Restructured El Cerrito Loan, and Low Income Housing Tax Credits provided by TCAC, and rental subsidies provided to the Development.

Section 4.11 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, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin 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 4.12 Transfer.

(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 this Agreement; 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 the Regulatory Agreements. 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 4.12, 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 the Special Limited Partner to Borrower as limited partners. The County hereby approves future Transfers of the limited partner interests of Borrower provided that: (i) such Transfers do not affect the timing and amount of the Investor Limited Partner and Special Limited Partner

capital contributions provided for in the Partnership Agreement; and (ii) in subsequent Transfers, the Investor Limited Partner, the Special Limited Partner, or an affiliate thereof as applicable, 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, and (ii) the transferee expressly assumes the obligations of Borrower under the Loan Documents, utilizing a form of assignment and assumption agreement provided by the County.

(e) The County hereby approves the purchase of the Investor Limited Partner interest and Special 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 such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement.

(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, the Special Limited Partner, or an affiliate thereof as applicable, 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.

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 thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change 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 without the prior written consent of the County except for amendments solely to effectuate Transfers permitted under Section 4.12 above. 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 unsecured loans from a partner of Borrower to Borrower pursuant to the terms of the Partnership Agreement), 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 2.9 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 2.7(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 4.12.

(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 4.12(f) 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 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. The provisions of this Section will survive the expiration of the Term 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 4.12(c), 4.12(f), and 6.5.

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: Deputy Director

Borrower: San Pablo Preservation, 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 Partners, LLC
200 Public Square, Suite 2050
Cleveland, OH 44114
Attn: Managing Director and 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

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

APPROVED AS TO FORM:

SHARON L. ANDERSON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

BORROWER:

SAN PABLO PRESERVATION, L.P., a California
limited partnership

By: RCD GP 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 A-1

LEGAL DESCRIPTION OF THE CHURCH LANE PROPERTY

The land is situated in the State of California, County of Contra Costa, and is described as follows:

EXHIBIT A-2

LEGAL DESCRIPTION OF THE IDAHO APARTMENTS PROPERTY

The land is situated in the State of California, County of Contra Costa, and is described as follows:

EXHIBIT B

APPROVED DEVELOPMENT BUDGET

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DEVELOPMENT LOAN AGREEMENT

Between

COUNTY OF CONTRA COSTA

And

SAN PABLO PRESERVATION, L.P.

CHURCH LANE AND IDAHO APARTMENTS

dated December 1, 2017

**PROMISSORY NOTE
(Restructured Church Lane Loan)**

\$1,801,730

Martinez, California
December 1, 2017

FOR VALUE RECEIVED, the undersigned San Pablo Preservation, 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 Eight Hundred One Thousand Seven Hundred Thirty Dollars (\$1,801,730) plus interest thereon pursuant to Section 2 below.

This Promissory Note (the "Note") replaces in their entirety the following promissory notes executed by Church Lane-Rubicon Partners, a California limited partnership, a California limited partnership, for the benefit of Holder: (i) promissory note dated December 9, 2015, evidencing the obligation to pay the amount of Eight Hundred Four Thousand Four Hundred Dollars (\$804,400) of HOME Funds; and (ii) promissory note dated December 9, 2015, evidencing the obligation to pay the amount of Nine Hundred One Thousand Five Hundred Thirty-Three Dollars (\$901,533) of CDBG Funds (collectively, the "Original Notes"). All disbursements under the Original Notes will be deemed to be disbursed under this Note. Upon execution of this Note by Borrower, the Original Notes 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 Eight Hundred One Thousand Seven Hundred Thirty Dollars (\$1,801,730) 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 Church Lane Loan bears interest from the date of this Note at 2.64%, compounding annually, until full repayment of the outstanding balance of the Restructured Church Lane 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 2.9 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 2.11 of the Loan Agreement which Section 2.11 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: 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.

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.

San Pablo Preservation, L.P.,
a California limited partnership

By: RCD GP 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 Idaho Apartments Loan)**

\$1,284,880

Martinez, California
December 1, 2017

FOR VALUE RECEIVED, the undersigned San Pablo Preservation, 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 Two Hundred Eighty-Four Thousand Eight Hundred Eighty Dollars (\$1,284,880) plus interest thereon pursuant to Section 2 below.

This Promissory Note (the "Note") replaces in their entirety the following promissory notes executed by Idaho Apartments-Rubicon Partners, a California limited partnership, a California limited partnership, for the benefit of Holder: (i) promissory note dated November 26, 1996, evidencing the obligation to pay the amount of Four Hundred Seventy Thousand Dollars (\$470,000) of CDBG Funds; (ii) promissory note dated November 26, 1996, as modified by a rider dated November 26, 1997, evidencing the obligation to pay the amount of Two Hundred Fifty-Five Thousand Dollars (\$255,000) of HOPWA Funds; and (iii) promissory note dated January 29, 1999, evidencing the obligation to pay the amount of One Hundred Two Thousand Dollars (\$102,000) of HOPWA Funds, (collectively, the "Original Notes"). All disbursements under the Original Notes will be deemed to be disbursed under this Note. Upon execution of this Note by Borrower, the Original Notes 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 Two Hundred Eighty-Four Thousand Eight Hundred Eighty Dollars (\$1,284,880) 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 Idaho Apartments Loan bears interest from the date of this Note at 2.64%, compounding annually, until full repayment of the outstanding balance of the Restructured Idaho Apartments 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 2.9 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 2.11 of the Loan Agreement which Section 2.11 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: 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.

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.

San Pablo Preservation, L.P.,
a California limited partnership

By: RCD GP 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: Deputy Director

No fee for recording pursuant to
Government Code Section 27383

DEED OF TRUST WITH ASSIGNMENT OF RENTS,
SECURITY AGREEMENT, AND FIXTURE FILING
(Church Lane and Idaho Apartments)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of December 1, 2017, by and among San Pablo Preservation, 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 Subordination and Intercreditor Agreement of even date herewith, among Trustor, Beneficiary, and the City of El Cerrito recorded concurrently herewith.

Section 1.3 The term "Loan" means the loan made by Beneficiary to Trustor in the amount of Three Million Eighty-Six Thousand Six Hundred Eleven Dollars (\$3,086,611).

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 Eighty-Six Thousand Six Hundred Eleven Dollars (\$3,086,611).

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) One Million Eight Hundred One Thousand Seven Hundred Thirty Dollars (\$1,801,730) for the Restructured Church Lane Loan; and (ii) One Million Two Hundred Eighty-Four Thousand Eight Hundred Eighty Dollars (\$1,284,880) for the Restructured Idaho Apartments 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 Church Lane County Regulatory Agreement; and (ii) the Idaho Apartments HOPWA and County 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.

Beneficiary shall provide notice of an Event of Default in the manner set forth in 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.

(a) 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.

(b) 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.

(c) 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.

(a) 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.

(b) 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: Deputy Director

and (2) if intended for Trustor is to be addressed to:

San Pablo Preservation, 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 Partners, LLC
200 Public Square, Suite 2050
Cleveland, OH 44114
Attn: Managing Director and 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.

San Pablo Preservation, L.P.,
a California limited partnership

By: RCD GP 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:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Deputy Director

No fee for recording pursuant to
Government Code Section 27383

COUNTY REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
(**Church Lane Existing Loan Funds**)

This County Regulatory Agreement and Declaration of Restrictive Covenants (the "County Regulatory Agreement") is dated December 1, 2017 and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and San Pablo Preservation, 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. The County has received Community Development Block Grant Program ("CDBG") funds from HUD under Title I of the Housing and Community Development Act of 1974 (42 USC 5301, et seq.), as amended ("CDBG Funds"). The CDBG Funds must be used by the County in accordance with 24 C.F.R. Part 570.
- D. Borrower intends to purchase that certain real property located at 2555 Church Lane in the City of San Pablo, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property") from Church Lane-Rubicon Partners, a California limited partnership (the "Seller"). Borrower intends to rehabilitate the existing twenty-two (22) housing units located on the Property, with twenty-one (21) for rental to extremely low and very low income households and one (1) manager's unit. Together the Property and its improvements are the "Development".

E. Pursuant to a Development Loan Agreement by and between the County and Borrower of even date herewith (the "Loan Agreement"), the County is lending Borrower Three Million Eighty-Six Thousand Six Hundred Eleven Dollars (\$3,086,611) (the "Combined County Loan") to assist in the rehabilitation of the Development, and the concurrent rehabilitation of twenty-nine (29) units of affordable housing located at 10203 San Pablo Avenue in the Cities of Richmond and El Cerrito (the "Idaho Apartments Property"). The Development and the Idaho Apartments Property are collectively referred to as the "Combined Development". The Combined County Loan includes restructured existing financing associated with the Combined Development to assist in the rehabilitation of the Combined Development.

F. The Combined County Loan includes the following funds previously loaned by the County to the Seller and assumed by Borrower: (i) Nine Hundred One Thousand Five Hundred Thirty-Three Dollars (\$901,533) of CDBG Funds, and (ii) Eight Hundred Four Thousand Four Hundred Dollars (\$804,400) of HOME Funds.

G. 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) a subordination and intercreditor agreement of even date herewith among the City of El Cerrito, the County, and Borrower; (iii) two (2) promissory notes executed by Borrower of even date herewith, for the existing loan portions of the Combined County Loan assumed by Borrower; and (iv) two (2) regulatory agreements associated with the Development and the Idaho Apartments Property, including this Agreement, executed by Borrower of even date herewith, (collectively, the "Loan Documents"). The Loan Documents are described in more detail in the Loan Agreement.

H. 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 (i) the HOME Funds pursuant to 24 C.F.R. 92.205, and (ii) the CDBG Funds pursuant to 24 C.F.R. 570.202.

I. 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 in the related documents evidencing the Combined County Loan. Eleven (11) of the Units are restricted by the County pursuant to this County Regulatory Agreement.

J. This County Regulatory Agreement supersedes in its entirety the Regulatory Agreement and Declaration of Restrictive Covenants dated December 9, 2015, recorded in the Official Records against the Church Lane Property on January 12, 2016, as Instrument No. 2016-0005265-00.

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(d).
- (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 County-Assisted Unit, the Tenant's total anticipated annual income as defined in 24 CFR 5.609 and calculated pursuant to 24 CFR 5.611.
- (d) "Approved Development Budget" has the meaning set forth in the Loan Agreement.
- (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).
- (f) "CDBG" has the meaning set forth in Paragraph C of the Recitals.
- (g) "CDBG Funds" has the meaning set forth in Paragraph C of the Recitals.
- (h) "City" means the City of San Pablo, California, a municipal corporation.
- (i) "Combined County Loan" has the meaning set forth in Paragraph E of the Recitals.
- (j) "Combined Development" has the meaning set forth in Paragraph E of the Recitals.
- (k) "Completion Date" the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied or that the work has been completed in accordance with the applicable governmental requirements.
- (l) "County-Assisted Units" means the eleven (11) Units that are restricted to occupancy by Very Low Income Households in compliance with Section 2.1 below.

(m) "County Regulatory Agreement" has the meaning set forth in the first paragraph of this County Regulatory Agreement.

(n) "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.

(o) "Development" has the meaning set forth in Paragraph D of the Recitals.

(p) "Existing Tenants" means the tenants that occupy the County-Assisted Units on the date of Borrower's acquisition of the Property.

(q) "HOME" has the meaning set forth in Paragraph B of the Recitals.

(r) "HOME Funds" has the meaning set forth in Paragraph B of the Recitals.

(s) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(t) "Idaho Apartments Property" has the meaning set forth in Paragraph E of the Recitals.

(u) "Loan Agreement" has the meaning set forth in Paragraph E of the Recitals.

(v) "Loan Documents" has the meaning set forth in Paragraph G of the Recitals.

(w) "Low Income Household" means a Tenant 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.

(x) "Low 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.

(y) "Marketing Plan" has the meaning set forth in Section 4.3(a).

(z) "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.

(aa) "Operating Budget" has the meaning set forth in Section 2.4(d) below.

(bb) "Property" has the meaning set forth in Paragraph D of the Recitals.

(cc) "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.

(dd) "Rental Subsidy" has the meaning set forth in Section 2.4(d) below.

(ee) "Seller" has the meaning set forth in Paragraph D of the Recitals.

(ff) "TCAC" means the California Tax Credit Allocation Committee.

(gg) "TCAC Regulatory Agreement" has the meaning set forth in Section 2.2(c) below.

(hh) "Tenant" means the tenant household that occupies a Unit in the Development.

(ii) "Tenant Selection Plan" has the meaning set forth in Section 4.3(b).

(jj) "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.

(kk) "Unit(s)" means one (1) or more of the units in the Development.

(ll) "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.

(mm) "Very Low Income Rent" means the maximum allowable rent for a Very Low Income Unit pursuant to Section 2.2(a) below.

(nn) "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 Term Borrower shall cause eleven (11) 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 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:

	Very Low Income Units
One-Bd. Units	4
Two-Bd. Units	3
Three-Bd. or 4 BR. Units	4
Total	11

(c) Disabled Persons Occupancy. Borrower shall cause the Development to be operated at all times in compliance with 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"). 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. The provisions of this subsection will survive expiration of the Term or other termination of this County Regulatory Agreement, and remain in full force and effect.

(d) Existing Tenants. Borrower shall provide the County a written report of the income and rent amount of all Existing Tenants within ninety (90) 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.

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 one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size.

(b) 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.

(c) Compliance with TCAC Requirements. During the term of an regulatory agreement associated with the provision of low income housing tax credits by 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.

2.3 Rent Increases.

(a) Rent Amount. The initial Rent for all County-Assisted Units must be approved by the County prior to initial 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 pursuant to the terms of this Section. 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.

2.4 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 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(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 County-Assisted Unit.

(b) 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:

(1) Borrower may, 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) Borrower shall, rent the next available Unit to a Very Low Income Household 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 a Very Low Income Household 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(b), the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(c) 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.

(d) Loss of Subsidy. It is anticipated that the Development will receive Project-Based Section 8 or other rental subsidy payments (the "Rental Subsidy") throughout the Term, as reflected in the Approved Development Budget. If, during the Term, 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 to the Low Income Rent subject to the following requirements. 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 4.3 of the Loan Agreement, showing the impact of the loss or reduction of the Rental Subsidy (the "Operating Budget"). The number of County-Assisted Units subject to the Rent increase may not be greater than the number 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. 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.

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 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 Rents 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, immediately prior to initial 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 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 Program Requirements. Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents; and (ii) any other regulatory requirements imposed on the Development.

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.

(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 completion 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").

(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 construction 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 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.

(3) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to the Accessibility Requirements 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) 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.

(c) During the Term, Borrower shall comply with the Marking Plan and Tenant Selection Plan approved by the County.

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 manager is also required.

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 6.5 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 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 in decent, safe and sanitary condition, and in good condition and repair. Borrower shall cause the Development to be: (i) maintained in accordance with 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) free of all health and safety defects. 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 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 construction 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 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. 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.

6.2 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.

6.3 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 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.

6.4 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this 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.

6.5 Enforcement by the County. 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 or, if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within sixty (60) days, the County may enforce this County Regulatory Agreement by any or all of the following actions, or any other remedy provided by law:

(a) 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.

(b) 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.

(c) Remedies Provided Under Loan Documents. The County may exercise any other remedy provided under the Loan Documents.

The County shall provide notice of a default to Borrower's limited partner in the manner set forth in Section 6.5 of the Loan Agreement.

6.6 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.

6.7 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.

6.8 Governing Law. This County Regulatory Agreement is governed by the laws of the State of California.

6.9 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.

6.10 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.

6.11 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: Deputy Director

Borrower: San Pablo Preservation, 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 Partners, LLC
200 Public Square, Suite 2050
Cleveland, OH 44114
Attn: Managing Director and General Counsel

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.12 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.

6.13 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.

6.14 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.

[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:

SAN PABLO PRESERVATION, L.P.,
a California limited partnership

By: RCD GP 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
(**Church Lane**)

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: Deputy Director

No fee for recording pursuant to
Government Code Section 27383

HOPWA AND COUNTY REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
(Idaho Apartments Existing Loan Funds)

This HOPWA and County Regulatory Agreement and Declaration of Restrictive Covenants (the "County Regulatory Agreement") is dated December 1, 2017 and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and San Pablo Preservation, 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 Community Development Block Grant Program ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (42 USC 5301, et seq.), as amended ("CDBG Funds"). The CDBG Funds must be used by the County in accordance with 24 C.F.R. Part 570.

C. The County has received Housing Opportunities for Persons with AIDS Program funds from HUD pursuant to the HOPWA program ("HOPWA Funds"). The HOPWA Funds are available to and administered by the County, as the subrecipient of the City of Oakland, which is the representative for the Alameda-Contra Costa County Eligible Metropolitan Area. The HOPWA Funds must be used by the County in accordance with 24 C.F.R. Part 574.

D. Borrower intends to purchase that certain real property located at 10203 San Pablo Avenue in the Cities of Richmond and El Cerrito, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property") from Idaho Apartments Associates, a California limited partnership (the "Seller"). Borrower intends to rehabilitate the existing twenty-nine (29) units located on the Property, with twenty-eight (28) for rental to

extremely low and very low income households and one (1) manager's unit. Together the Property and its improvements are the "Development".

E. 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 Eighty-Six Thousand Six Hundred Eleven Dollars (\$3,086,611) (the "Combined County Loan") to assist in the rehabilitation of the Development, and the concurrent rehabilitation of twenty-two (22) units of affordable housing located at 2555 Church Lane in the City of San Pablo (the "Church Lane Property"). The Development and the Church Lane Property are collectively referred to as the "Combined Development". The Combined County Loan includes restructured existing financing associated with the Combined Development to assist in the rehabilitation of the Combined Development.

F. The Combined County Loan includes the following funds previously loaned by the County to the Seller and assumed by Borrower: (i) Four Hundred Seventy Thousand Dollars (\$470,000) in CDBG Funds, and (ii) Three Hundred Fifty-Seven Thousand Dollars (\$357,000) of HOPWA Funds.

G. 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) a subordination and intercreditor agreement of even date herewith among the City of El Cerrito, the County, and Borrower; (iii) two (2) promissory notes executed by Borrower of even date herewith, for the existing loan portions of the Combined County Loan assumed by Borrower; and (iv) two (2) regulatory agreements associated with the Development and the Idaho Apartments Property, including this Agreement, executed by Borrower of even date herewith, (collectively, the "Loan Documents"). The Loan Documents are described in more detail in the Loan Agreement.

H. 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 (i) the CDBG Funds pursuant to 24 C.F.R. 570.202, and (ii) the HOPWA Funds pursuant to 24 C.F.R. 574.300.

I. 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 in the related documents evidencing the Combined County Loan. Eleven (11) of the Units are restricted by the County pursuant to this County Regulatory Agreement.

J. This County Regulatory Agreement supersedes in its entirety the Regulatory Agreement dated November 26, 1996, recorded in the Official Records on November 27, 1996 as Instrument No. 96223852, as amended by a Modification of Regulatory Agreement dated May 12, 1997 and recorded in the Official Records on August 15, 1997, as Instrument No. 97-0146473-00.

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(d).
- (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 County-Assisted Unit, the Tenant's total anticipated annual income as defined in 24 CFR 5.609 and calculated pursuant to 24 CFR 5.611.
- (d) "Approved Development Budget" has the meaning set forth in the Loan Agreement.
- (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).
- (f) "CDBG" has the meaning set forth in Paragraph B of the Recitals.
- (g) "CDBG Funds" has the meaning set forth in Paragraph B of the Recitals.
- (h) "Church Lane Property" has the meaning set forth in Paragraph E of the Recitals.
- (i) "Combined County Loan" has the meaning set forth in Paragraph E of the Recitals.
- (j) "Combined Development" has the meaning set forth in Paragraph E of the Recitals.
- (k) "Completion Date" the date a final certificate of occupancy, or equivalent document is issued by the Cities of El Cerrito and Richmond to certify that the Development

may be legally occupied or that the work has been completed in accordance with the applicable governmental requirements.

(l) "County-Assisted Units" means the eleven (11) Units that are (i) restricted to occupancy by Very Low Income Households in compliance with Section 2.1 below and (ii) restricted to occupancy by HOPWA-Eligible Households during the HOPWA Term.

(m) "County Regulatory Agreement" has the meaning set forth in the first paragraph of this County Regulatory Agreement.

(n) "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.

(o) "Development" has the meaning set forth in Paragraph D of the Recitals.

(p) "Existing Tenants" means the tenants that occupy the County-Assisted Units on the date of Borrower's acquisition of the Property.

(q) "HOPWA" means the Housing Opportunities for Persons with AIDS Program pursuant to the AIDS Housing Opportunity Act (42 USC 12901 et. seq.), as amended by the Housing and Community Development Act of 1992 (42 USC 5301 et. seq.).

(r) "HOPWA-Eligible Household" means a household that (i) includes at least one Person with HIV/AIDS, and (ii) satisfies the definition of a Very Low Income Household.

(s) "HOPWA Funds" has the meaning set forth in Paragraph C of the Recitals.

(t) "HOPWA Regulations" means the regulations set forth in 24 C.F.R. Part 574.

(u) "HOPWA Term" means the period of time that commences on the date of this County Regulatory Agreement and expires on the tenth (10th) anniversary of the Completion Date, unless earlier terminated pursuant to Section 2.5; provided, however, if a record of the Completion Date cannot be located or established, the HOPWA Term will expire on the twelfth (12th) anniversary of this County Regulatory Agreement.

(v) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(w) "Loan Agreement" has the meaning set forth in Paragraph E of the Recitals.

(x) "Loan Documents" has the meaning set forth in Paragraph G of the Recitals.

(y) "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.

(z) "Low 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.

(aa) "Marketing Plan" has the meaning set forth in Section 4.3(a).

(bb) "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.

(cc) "Operating Budget" has the meaning set forth in Section 2.4(f) below.

(dd) "Person with HIV/AIDS" means a person with the disease of acquired immunodeficiency syndrome or any conditions arising from the etiological agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV), as confirmed by a certification of HIV-positive test status to be delivered to and maintained on file by Borrower as such definition may be amended as set forth in 24 C.F.R. 574.3.

(ee) "Property" has the meaning set forth in Paragraph D of the Recitals.

(ff) "Remainder Term" means the period that begins on the date the HOPWA Term expires or is terminated by the County pursuant to Section 2.5, and ends on the last day of the Term.

(gg) "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.

(hh) "Rental Subsidy" has the meaning set forth in Section 2.4(f) below.

(ii) "Seller" has the meaning set forth in Paragraph D of the Recitals.

(jj) "Social Services Plan" has the meaning set forth in Section 4.3(c).

(kk) "TCAC" means the California Tax Credit Allocation Committee.

(ll) "TCAC Regulatory Agreement" has the meaning set forth in Section 2.2(d) below.

(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) "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.

(pp) "Unit(s)" means one (1) or more of the units in the Development.

(qq) "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.

(rr) "Very Low Income Rent" means one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size.

(ss) "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) During the HOPWA Term. During the HOPWA Term, Borrower shall cause eleven (11) Units to be rented to and occupied by or, if vacant, available for occupancy by, Very Low Income Households which households are HOPWA-Eligible Households. Such Units are "Very Low Income Units".

(b) During the Remainder Term. During the Remainder Term Borrower shall cause eleven (11) Units to be rented to and occupied by or, if vacant, available for occupancy by, Very Low Income Households, which households are not required to be HOPWA-Eligible Households. Such Units are "Very Low Income Units".

(c) 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.

(d) Disabled Persons Occupancy. Borrower shall cause the Development to be constructed and operated at all times in compliance with 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"). 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. The provisions of this subsection will survive expiration of the Term or other termination of this County Regulatory Agreement, and remain in full force and effect.

(e) Existing Tenants. Borrower shall provide the County a written report of the income and rent amount of all Existing Tenants within ninety (90) 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.

2.2 Allowable Rent.

(a) During HOPWA Term. Subject to the provisions of Section 2.4(a) below, the total monthly Rent paid by a Tenant of a County-Assisted Unit during the HOPWA Term may not exceed the amount that is equal to the greater of:

- (1) thirty percent (30%) of the household's monthly Adjusted Income, as adjusted pursuant to 24 C.F.R. 574.310(d)(1);
- (2) ten percent (10%) of the household's monthly gross income; and
- (3) if the household is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the household's actual housing costs, is specifically designated by the agency to meet the household's housing costs, the portion of the payments that is so designated.

(b) During Remainder Term.

(1) HOPWA-Eligible Household. Subject to the provisions of Section 2.4(b) below the Rent paid by a HOPWA-Eligible Household that occupies a County-Assisted Unit during the HOPWA Term and that continues to reside in the Unit following the expiration of the HOPWA Term, must be equal to the amount specified in Section 2.2(a).

(2) Very Low Income Household. After the expiration or termination of the HOPWA Term pursuant to Section 2.5 and subject to Section 2.4(c), the Rent paid by a new Tenant of a County-Assisted Unit that is a Very Low Income Household may not exceed the Very Low Income Rent.

(c) 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.

(d) Compliance with TCAC Requirements. After the expiration of the HOPWA Term and during the term of an regulatory agreement associated with the provision of low income housing tax credits by 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.

2.3 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 pursuant to the terms of this Section. 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.

2.4 Increased Income of Tenants.

(a) Increased Income of HOPWA-Eligible Household During HOPWA Term. If, upon the annual certification of the income of a HOPWA-Eligible Household during the HOPWA Term, Borrower determines that the Tenant has an Adjusted Income exceeding the maximum qualifying income of a Very Low Income Household, the Tenant may continue to occupy the Unit and Borrower shall continue to charge such Tenant Rent consistent with Section 2.2(a) above. Borrower shall then rent the next available County-Assisted Unit to a Very Low Income Household that is also a HOPWA-Eligible Household, to comply with the requirements of Section 2.1(a) above. Any Rent increase is subject to Section 2.3 above.

(b) Increased Income of HOPWA-Eligible Household During Remainder Term. If, upon the annual certification of the income of a HOPWA-Eligible Household during the Remainder Term, Borrower determines that the Tenant has an Adjusted Income exceeding the maximum qualifying income of a Very Low Income Household the Tenant may continue to occupy the Unit and Borrower shall continue to charge such Tenant Rent consistent with Section 2.2(b) above. Borrower shall then rent the next available County-Assisted Unit to a Very Low Income Household to comply with the requirements of Section 2.1(b) above. Any Rent increase is subject to Section 2.3 above.

(c) Increased Income above Very Low Income but below Low Income Limit During Remainder Term. If, upon the annual certification of the income of a Tenant of a County-Assisted 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) Non-Qualifying Household. Subject to Section 2.4 above, 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:

(1) Borrower may, 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) Borrower shall, rent the next available Unit to a Very Low Income Household 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 a Very Low Income Household 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(d), the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(e) 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.

(f) Loss of Subsidy. It is anticipated that the Development will receive Project-Based Section 8 or other rental subsidy payments (the "Rental Subsidy") throughout the Term, as reflected in the Approved Development Budget. If, after the expiration of the HOPWA Term, 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 to the Low Income Rent subject to the following requirements. 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 4.3 of the Loan Agreement, showing the impact of the loss or reduction of the Rental Subsidy (the "Operating Budget"). The number of County-Assisted Units subject to the Rent increase may not be greater than the number 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. 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.

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 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 Rents, 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.

2.5 Cure for AIDS. If, in the sole determination of the County, there is a cure for AIDS and therefore no need for the County-Assisted Units to be occupied by HOPWA-Eligible Households, the County shall provide to Borrower a written notice that sets forth the termination date of the HOPWA Term.

ARTICLE 3
INCOME CERTIFICATION; REPORTING; RECORDS

3.1 Income Certification.

(a) Borrower shall obtain, complete, and maintain on file, immediately prior to initial 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.

(b) For each County-Assisted Unit during the HOPWA Term, Borrower shall obtain, complete, and maintain on file, immediately prior to initial occupancy and annually thereafter, a certification from the Tenant that the County-Assisted Unit is occupied by a HOPWA-Eligible Household.

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 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. 574.450, and 24 C.F.R. 574.530. 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 that each activity undertaken with the HOPWA Funds meets one of the eligible activities of the HOPWA program set forth in 24 C.F.R. Section 574.300 and 24 C.F.R. Section 574.310;

(iii) Records demonstrating compliance with the HUD property standards and lead-based paint requirements including the property standards of 24 C.F.R. Section 574.310(b) and the lead-based paint requirements of 24 C.F.R. Section 574.635, and the maintenance requirements set forth in Section 5.6;

(iv) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(v) Financial records, and during the HOPWA Term, financial records and other documents necessary to document compliance with the requirements of 24 C.F.R. Part 574 et seq;

(vi) Records demonstrating compliance with the HOPWA marketing, tenant selection, affordability, and income requirements; and

(vii) Records documenting compliance with the Social Services Plan approved by the County.

(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 Program Requirements. 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 under the HOPWA Program as contained in 42 U.S.C. Section 12901, et seq., 24 C.F.R. Part 574, and other implementing rules and regulations; and (iii) any other regulatory requirements imposed on the Development.

4.3 Marketing Plan; Tenant Selection Plan; and Social Services 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 and HOPWA-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.

(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 completion 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. Part 574 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 construction of the Development is projected to be complete, Borrower will be in default of this County Regulatory Agreement.

(c) Social Services 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 providing social services from qualified service providers to the HOPWA-Eligible Households of the Development as required by 24 C.F.R. Section 574.310(a)(1) and this County Regulatory Agreement (the "Social Services Plan").

(2) Upon receipt of the Social Services Plan, the County will promptly review the Social Services Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Social Services Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Social Services Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Social Services Plan until the Social Services Plan is approved by the County. If the Borrower does not submit a revised Social Services Plan that is approved by the County at least three (3) months prior to the date construction 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 construction 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'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 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, (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, or (iii) qualify as a HOPWA-Eligible Household when and if applicable as a result of any material misrepresentation made by such Tenant with respect to HIV/AIDS status.

(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.

(3) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to the Accessibility Requirements 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, Social services Plan, and Tenant Selection Plan approved by the County.

4.5 HOPWA Tenant Requirements. During the HOPWA Term Borrower shall:

(a) ensure the confidentiality of the name of any individual requesting or receiving assistance through this project pursuant to 24 C.F.R. 574.440;

(b) ensure that qualified service providers in the area make available appropriate supportive services to HOPWA-Eligible Households pursuant to 24 C.F.R. 574.310(a)(1);

(c) conduct an ongoing assessment of the services required by HOPWA-Eligible Households pursuant to 24 C.F.R. 574.500(b)(2);

(d) comply with the Social Services Plan approved by the County detailing the services provided to HOPWA-Eligible Households; and

(e) ensure that the Development meets the Housing Quality Standards pursuant to 24 C.F.R. 574.310(b).

4.6 HOPWA Lease Termination.

(a) Any termination of a lease or refusal to renew a lease for a County-Assisted Unit within the Development must be in conformance with 24 C.F.R. 574.310(e) during the HOPWA Term, and must be preceded by not less than sixty (60) days written notice to the Tenant by Borrower specifying the grounds for the action.

(b) During the HOPWA Term Borrower shall ensure that surviving members of a household that included a Person with HIV/AIDS at the time of his or her death is permitted to continue to occupy the unit and receive supportive services for a reasonable period of up to one (1) year from the time of the death, and is provided with notice of their grace period and with assistance to obtain information about other available housing assistance programs. In addition, in the event such surviving members of a household would be eligible for occupancy in one of the other units within the Development, upon approval from Borrower, such surviving members may remain in their current unit and the next available unit within the Development will become a County-Assisted Unit.

4.7 HOPWA Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the HOPWA Funds, as set forth in 24 C.F.R. Part 574 et. seq. In the event of any conflict between this County 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:

(i) 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;

(ii) 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;

(iii) 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;

(iv) 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;

(v) 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;

(vi) 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.; 24 C.F.R. 92.353; 24 C.F.R. 574.630; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq. If and to the extent that development of the Development results 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 with respect to relocation planning, advisory assistance, and payment of monetary benefits. Borrower shall prepare and submit a relocation plan to the County for approval. Borrower is solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. Borrower shall indemnify, defend (with counsel reasonably chosen by the County), and hold harmless the County against all claims that arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the Development;

(vii) 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;

(viii) 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;

(ix) Uniform Administrative Requirements. The provisions of 24 C.F.R. 574.650 regarding cost and auditing requirements;

(x) Housing Quality Standards. The housing quality standards set forth in 24 C.F.R. Section 574.310(b);

(xi) Supportive Services. The supportive service requirements of 24 C.F.R. Section 574.310(a)(1). Borrower shall procure services to satisfy such service requirements;

(xii) 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;

(xiii) 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;

(xiv) Religious Organizations. If the Borrower is a religious organization, as defined by the HOPWA requirements, the Borrower shall comply with all conditions prescribed by HUD for the use of HOPWA 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. 574.300(c);

(xv) 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;

(xvi) Conflict of Interest. The conflict of interest provisions set forth in 24 C.F.R. Section 574.625; and

(xvii) 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 manager is also required.

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 6.4 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 in decent, safe and sanitary condition, and in good condition and repair. Borrower shall cause the Development to be: (i) maintained in accordance with 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) free of all health and safety defects. 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 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 construction 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 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 and to HOPWA-Eligible Households pursuant to this County 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.

6.2 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.

6.3 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.

6.4 Enforcement by the County. 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 or, if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within sixty (60) days, the County may enforce this County Regulatory Agreement by any or all of the following actions, or any other remedy provided by law:

(a) 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.

(b) 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.

(c) Remedies Provided Under Loan Documents. The County may exercise any other remedy provided under the Loan Documents.

The County shall provide notice of a default to Borrower's limited partner in the manner set forth in Section 6.5 of the Loan Agreement.

6.5 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.

6.6 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.

6.7 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.

6.8 Governing Law. This County Regulatory Agreement is governed by the laws of the State of California.

6.9 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.

6.10 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.

6.11 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: Deputy Director

Borrower: San Pablo Preservation, 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 Partners, LLC
200 Public Square, Suite 2050
Cleveland, OH 44114
Attn: Managing Director and General Counsel

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.12 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.

6.13 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.

6.14 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.

[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:

SAN PABLO PRESERVATION, L.P., a
California limited partnership

By: RCD GP 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
(Idaho Apartments)

The land is situated in the State of California, County of Contra Costa, and is described as follows:

RECORDING REQUESTED PURSUANT
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Deputy Director

No fee for recording pursuant to
Government Code Section 27383

SUBORDINATION AND INTERCREDITOR AGREEMENT

(Church Lane and Idaho Apartments)

This Subordination and Intercreditor Agreement (the "Agreement") is dated December 1, 2017, and is among the City of El Cerrito, a municipal corporation (the "City"), the County of Contra Costa, a political subdivision of the State of California (the "County"), and San Pablo Preservation, 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 Church Lane-Rubicon Partners, a California limited partnership (the "Church Lane Seller") that certain real property located at 2555 Church Lane in the City of San Pablo, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Church Lane Property"). The Church Lane Property is improved with twenty-two (22) units of affordable housing and attendant site improvements (the "Church Lane Improvements").

C. Borrower is acquiring from Idaho Apartments Associates, a California limited partnership (the "Idaho Apartments Seller") that certain real property located at 10203 San Pablo Avenue in the City of El Cerrito, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Idaho Apartments Property"). The Idaho Apartments Property is improved with twenty-nine (29) units of affordable housing and attendant site improvements (the "Idaho Apartments Improvements").

D. The Church Lane Improvements and the Idaho Apartments Improvements are collectively referred to as the "Improvements." The Church Lane Property and the Idaho Apartments Property, are collectively referred to as the "Property." The Improvements and the Property are collectively referred to as the "Development."

E. The County previously provided a loan of One Million Seven Hundred Five Thousand Nine Hundred Thirty-Three Dollars (\$1,705,933) to the Church Lane Seller comprised of Eight Hundred Four Thousand Four Hundred Dollars (\$804,400) in HOME Funds (the "Original Church Lane HOME Loan") and Nine Hundred One Thousand Five Hundred Thirty-Three Dollars (\$901,533) in CDBG Funds (the "Original Church Lane CDBG Loan").

F. The County previously provided the following loans to the Idaho Apartments Seller: (i) a loan of Seven Hundred Twenty-Five Thousand Dollars (\$725,000) comprised of Two Hundred Fifty-Five Thousand Dollars (\$255,000) in HOPWA Funds (the "Original Idaho Apartments HOPWA Loan") and Four Hundred Seventy Thousand Dollars (\$470,000) in CDBG Funds (the "Original Idaho Apartments CDBG Loan"); and a loan of One Hundred Two Thousand Dollars (\$102,000) of HOPWA Funds (the "Original Idaho Apartments Second HOPWA Loan"). The Original Church Lane HOME Loan, the Original Church Lane CDBG Loan, the Original Idaho Apartments HOPWA Loan, the Original Idaho Apartments CDBG Loan, and the Original Idaho Apartments Second HOPWA 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. The Original County Loans as restructured are the "Combined County Loan." The Principal amount of the Combined County Loan Three Million Eighty-Six Thousand Six Hundred Eleven Dollars (\$3,086,611).

H. 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 combined amount of the Original Church Lane HOME Loan and the Original Church Lane CDBG Loan, as restructured; and (ii) a promissory note in the combined amount of the Original Idaho Apartments HOPWA Loan, the Original Idaho Apartments CDBG Loan, and the Original Idaho Apartments Second HOPWA Loan, as restructured. The Combined County Loan is also evidenced by: (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 recorded against the Property concurrently herewith (the "County Deed of Trust"), (ii) a Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower to be recorded against the Church Lane Property (the "Church Lane Regulatory Agreement"), and (iii) a Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower to be recorded against the Idaho Apartments Property (the "Idaho Apartments Regulatory Agreement"). The County Deed of Trust, the Church Lane Regulatory Agreement, and the Idaho Apartments Regulatory Agreement are collectively referred to as the "County Recorded Documents."

I. The former Redevelopment Agency of the City of El Cerrito previously made a loan to the Idaho Apartments Seller in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) (the "Original City Loan") as such loan has been assumed by the City as the

Successor Housing Agency to the former Redevelopment Agency of the City of El Cerrito in accordance with California Health and Safety Code Section 34176.

J. In support of the rehabilitation of the Improvements and a common scheme of financing, the City has agreed to restructure the Original City Loan and consent to their assignment to Borrower. The principal amount of the Original City Loan as restructured is Four Hundred Thirty Two Thousand Two Hundred Fifty Dollars (\$432,250) (the "Restructured City Loan").

K. The Restructured City Loan is evidenced by the following documents (among others): (i) an Amended and Restated Loan Agreement by and between the City and Borrower of even date therewith (the "City Loan Agreement"); (ii) Construction and Permanent Deed of Trust and Security Agreement executed by Borrower for the benefit of the City to be recorded against the Property (the "City Deed of Trust"); (iii) a Regulatory Agreement and Declaration of Restrictive Covenants between the City and Borrower to be recorded against the Idaho Apartments Property (the "City Regulatory Agreement"), (iv) a Notice of Affordability Restrictions on Transfer of Property between the City and Borrower to be recorded against the Idaho Apartments Property (the "Affordability Notice") and (v) an Amended and Restated Promissory Note executed by Borrower for the benefit of the City in the amount of the Restructured City Loan (the "City Note"). The City Deed of Trust, the Affordability Notice, and the City Regulatory Agreement are collectively referred to as the "City Recorded Documents."

L. The City and the County desire to: (i) subordinate the City Recorded Documents to the County Recorded Documents, and (ii) divide the Lenders' Share of Residual Receipts, and Borrower's Shared Portion 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 Government Lender with respect to the Government Lender Note;
- v. payment to HCD of a portion of the accrued interest on the HCD MHP-SH Loan pursuant to California Code of Regulations, Title 25, Section 7308;
- vi. 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;
- vii. the Partnership/Asset Fee;
- viii. 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;
- ix. premiums for insurance required for the Improvements to satisfy the requirements of any lender of Approved Financing;
- x. utility services not paid for directly by tenants, including water, sewer, and trash collection;
- xi. maintenance and repair expenses and services;
- xii. any annual license or certificate of occupancy fees required for operation of the Development;
- xiii. security services;
- xiv. advertising and marketing;
- xv. cash deposited into the Replacement Reserve Account in the amount set forth in Section 4.1(a) of the County Loan Agreement;
- xvi. cash deposited into the Operating Reserve Account to maintain the amount set forth in Section 4.1(b) of the County Loan Agreement (excluding amounts deposited to initially capitalize the account);
- xvii. payment of any previously unpaid portion of Developer Fee (without interest), not to exceed the amount set forth in Section 3.11 of the County Loan Agreement;
- xviii. extraordinary operating costs specifically approved in writing by the County and the City;
- xix. 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) California Municipal Finance Authority 2017 Multifamily Housing Revenue Note (Church and Idaho Apartments) issued by the California Municipal Finance Authority (the "Government Lender") in the approximate amount of Twelve Million One Hundred Seven Thousand One Hundred Fifty-Nine Dollars (\$12,107,159) (the "Government Lender Note"), the proceeds of which are loaned to Borrower by the Government Lender pursuant to a funding loan to the Government Lender by the Bank (the "Bank Loan") which will convert to a permanent loan in the approximate amount of Two Million Ninety-Six Thousand Dollars (\$2,096,000) (the "Permanent Loan");

(ii) the Low Income Housing Tax Credit investor equity funds in the approximate amount of Seven Million Two Hundred Ten Thousand Seven Hundred Sixteen Dollars (\$7,210,716) (the "Tax Credit Investor Equity") provided by the Investor Limited Partner;

(iii) the loan from Church Lane Seller in the approximate amount of One Million Five Hundred Thirty-Six Thousand Three Hundred Sixty-Seven Dollars (\$1,536,367) (the "Church Lane Seller Loan");

(iv) the loan from Idaho Apartments Seller in the approximate amount of Six Hundred Eighty-Two Thousand One Hundred Sixty-Three Dollars (\$682,163) (the "Idaho Apartments Seller Loan");

(v) the loan from RCD of state certificated credits in the approximate amount of One Million Five Hundred Seventeen Thousand Four Hundred Sixty-Four Dollars (\$1,517,464) (the "State Credits Loan");

(vi) the capital contribution from Borrower's general partner in the approximate amount of One Million Seventeen Thousand Two Hundred Eleven Dollars (\$1,017,211) (the "GP Capital Contribution");

(vii) Affordable Housing Program Loan from the Federal Home Loan Bank of San Francisco in the approximate amount of Four Hundred Ninety Thousand Dollars (\$490,000) (the "AHP Loan"); and

(viii) the permanent loan of Multifamily Housing Program – Supportive Housing funds from the California Department of Housing and Community Development ("HCD") in the approximate amount of Three Million One Hundred Sixty-Two Thousand Five Hundred Sixty-Four Dollars (\$3,162,564) (the "HCD MHP-SH Loan").

(e) "Bank" means MUFG Union Bank, N.A., a national banking association.

(f) "Borrower" has the meaning set forth in the first paragraph of this Agreement.

(g) "Borrower's Shared Portion of Residual Receipts" means twenty-five percent (25%) of Residual Receipts.

(h) "CDBG Funds" means funds provided to the County from HUD under Title I of the Housing and Community Development Act of 1974, as amended which must be used by in accordance with 24 C.F.R. Part 570.

(i) "Church Lane Improvements" has the meaning set forth in Paragraph B of the Recitals.

(j) "Church Lane Property" has the meaning set forth in Paragraph B of the Recitals.

(k) "Church Lane Regulatory Agreement" has the meaning set forth in Paragraph H of the Recitals.

(l) "Church Lane Seller" has the meaning set forth in Paragraph B of the Recitals.

(m) "City" has the meaning set forth in the first paragraph of this Agreement.

(n) "City Additional Prorata Share" means the result obtained by dividing Restructured City Loan by the sum of the Combined County Loan and the Restructured City Loan.

(o) "City Deed of Trust" has the meaning set forth in Paragraph K of the Recitals.

(p) "City Loan Agreement" has the meaning set forth in Paragraph K of the Recitals.

(q) "City Note" has the meaning set forth in Paragraph K of the Recitals.

(r) "City Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Restructured City Loan, by the sum of the Restructured City Loan, the Combined County Loan and the HCD MHP-SH Loan, to the extent of loan funds disbursed.

(s) "City Recorded Documents" has the meaning set forth in Paragraph K of the Recitals.

- (t) "City Regulatory Agreement" has the meaning set forth in Paragraph K of the Recitals.
- (u) "Combined County Loan" has the meaning set forth in Paragraph G of the Recitals.
- (v) "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.
- (w) "County" has the meaning set forth in the first paragraph of this Agreement.
- (x) "County Additional Prorata Share" means the result obtained by dividing Combined County Loan by the sum of the Combined County Loan and the Restructured City Loan.
- (y) "County Deed of Trust" has the meaning set forth in Paragraph H of the Recitals.
- (z) "County Loan Agreement" has the meaning set forth in Paragraph H of the Recitals.
- (aa) "County Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Combined County Loan, by the sum of the Combined County Loan, the Restructured City Loan and the HCD MHP-SH Loan, to the extent of loan funds disbursed.
- (bb) "County Notes" has the meaning set forth in Paragraph H of the Recitals.
- (cc) "County Recorded Documents" has the meaning set forth in Paragraph H of the Recitals.
- (dd) "Default Rate" means a rate of interest equal to the lesser of the maximum rate permitted by law and ten percent (10%) per annum.
- (ee) "Developer Fee" has the meaning set forth in Section 3.11 of the County Loan Agreement.
- (ff) "Development" has the meaning set forth in Paragraph D of the Recitals.
- (gg) "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.
- (hh) "Government Lender" has the meaning set forth in Section 1(d)(i).
- (ii) "Government Lender Note" has the meaning set forth in Section 1(d)(i).

(jj) "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.

(kk) "HCD" has the meaning set forth in Section 1(d)(ix).

(ll) "HCD MHP-SH Loan" has the meaning set forth in Section 1(d)(ix).

(mm) "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.

(nn) "HOPWA Funds" means Housing Opportunities for Persons with AIDS Program funds from HUD pursuant to the HOPWA Program which are available to and administered by the County as a subrecipient of the City of Oakland, which is the representative for the Alameda-Contra Costa County Eligible Metropolitan Area, and which must be used in accordance with 24 C.F.R. Section 574 et seq.

(oo) "HUD" means the United States Department of Housing and Urban Development.

(pp) "Idaho Apartments Improvements" has the meaning set forth in Paragraph C of the Recitals.

(qq) "Idaho Apartments Property" has the meaning set forth in Paragraph C of the Recitals.

(rr) "Idaho Apartments Regulatory Agreement" has the meaning set forth in Paragraph H of the Recitals.

(ss) "Idaho Apartments Seller" has the meaning set forth in Paragraph C of the Recitals.

(tt) "Improvements" has the meaning set forth in Paragraph D of the Recitals.

(uu) "Investor Limited Partner" means, Red Stone Equity-2017 National Fund, L.P., a Delaware limited partnership, and its permitted successors and assigns.

(vv) "Lenders' Share of Residual Receipts" means fifty percent (50%) of Residual Receipts.

(ww) "Original City Loan" has the meaning set forth in Paragraph I of the Recitals.

(xx) "Original Church Lane CDBG Loan" has the meaning set forth in Paragraph E of the Recitals.

(yy) "Original Church Lane HOME Loan" has the meaning set forth in Paragraph E of the Recitals.

(zz) "Original County Loans" has the meaning set forth in Paragraph F of the Recitals.

(aaa) "Original Idaho Apartments CDBG Loan" has the meaning set forth in Paragraph F of the Recitals.

(bbb) "Original Idaho Apartments HOPWA Loan" has the meaning set forth in Paragraph F of the Recitals.

(ccc) "Original Idaho Apartments Second HOPWA Loan" has the meaning set forth in Paragraph F of the Recitals.

(ddd) "Parties" means the City, the County, and Borrower.

(eee) "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.

(fff) "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 partners of Borrower, in the amounts approved by the County as set forth in Section 3.12 of the County Loan Agreement.

(ggg) "Permanent Loan" has the meaning set forth in Section 1.1(d)(i).

(hhh) "Property" has the meaning set forth in Paragraph D of the Recitals.

(iii) "RCD" means Resources for Community Development, a California nonprofit public benefit corporation.

(jjj) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(kkk) "Restructured City Loan" has the meaning set forth in Paragraph J of the Recitals.

(lll) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.

(mmm)"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 sum of (1) the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts and (2) the County Additional Prorata Share multiplied by Borrower's Shared Portion 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 sum of (1) the City Loan Prorata Percentage of the Lenders' Share of Residual Receipts and (2) the City Additional Prorata Share multiplied by Borrower's Shared Portion 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. 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 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 Lender's Share of Residual Receipts and Borrower's Shared Portion 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 and Borrower's Shared Portion of Residual Receipts.

(b) Books and Records. Borrower shall keep and maintain at the principal place of business of Borrower set forth in Section 5 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.

4. Subordination.

(a) The County Recorded Documents will unconditionally be and at all times remain a lien or charge on the Property prior and superior to the City Recorded Documents.

(b) The City intentionally and unconditionally subordinates all of its rights, titles and interests in and to the Property that result from the City Recorded Documents, to the lien or charge of the County Recorded Documents upon the Property and understands that in reliance upon, and in consideration of, this subordination, specific loan modifications are being and will be made by the County and, as part and parcel thereof, specific monetary and other

obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination.

5. Notice of Default. 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.

6. 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 El Cerrito 10890 San Pablo Avenue El Cerrito, Ca 94530 Attn: City Manager
County:	County of Contra Costa Department of Conservation and Development 30 Muir Road Martinez, California 94553 Attention: Deputy Director
Borrower:	San Pablo Preservation, 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 Partners, LLC 200 Public Square, Suite 2050 Cleveland, OH 44114 Attn: Managing Director and 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).

7. 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.

8. California Law. This Agreement is governed by the laws of the State of California.

9. 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.

10. 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.

11. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subordination of the City Recorded Documents to the lien or charge of the County Recorded Documents and the division of the Lenders' Share of Residual Receipts, and Borrower's Shared Portion of Residual Receipts between the City and the County.

12. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

13. Amendments. This Agreement may not be modified except by written instrument executed by and amongst the Parties.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BORROWER:

SAN PABLO PRESERVATION, L.P., a
California limited partnership

By: RCD GP 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

CITY:

CITY OF EL CERRITO, a municipal
corporation

By: _____
Scott Hanin
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.

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Notary Public

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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
(Church Lane and Idaho Apartments 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]



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Interim Public Works Director/Chief Engineer
Date: December 12, 2017

Subject: Adopt Resolution of Acceptance and Notice of Completion for the Renovations and Remodeling Project at 625 Court Street, Martinez

RECOMMENDATION(S):

(1) ADOPT Resolution No. 2017/439 accepting as complete, the construction contract work performed by Thompson Builders Corp. for the Renovations and Remodeling at the Contra Costa County Finance Building Project at 625 Court Street, Martinez, as recommended by the Interim Public Works Director. Project No. 250-12015.

(2) DIRECT the Clerk of the Board to file with the County Recorder a certified copy of Resolution No. 2017/439 and the attached Notice of Completion no later than fifteen (15) days after adoption.

FISCAL IMPACT:

There is no direct fiscal impact resulting from the adoption of the Resolution of Acceptance and Notice of Completion, but the adoption and recording will limit the period for filing stop payment notices and bond claims on this contract.

BACKGROUND:

The Contra Costa County Finance Building, an historic building that currently houses the offices of the County Auditor-Controller and the County Treasurer-Tax Collector at

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: June McHuen, Deputy

Contact: Ramesh Kanzaria, (925)
313-2000

cc:

BACKGROUND: (CONT'D)

625 Court Street, Martinez, was identified under the County's Facilities Life-cycle Improvement Program (FLIP) as a building that required immediate attention. The purpose of this project was to maintain, repair, and restore portions of this existing public historical structure in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings. The project included installation of a new roof and ornamental sheet metal, upgrading of restrooms to comply with the Americans with Disability Act (ADA), replacement of public counter areas, installation of a new fire sprinkler system, cleaning and repainting of the masonry exterior, replacement of the main electrical switchgear, and refurbishing of the doors and guard rails.

A construction contract in the amount of \$4,959,175 for the Renovations and Remodeling of the Contra Costa County Finance Building was awarded on August 18, 2015, to Thompson Builders Corp. of Novato. The project has now been completed and the Interim Public Works Director recommends that the Board adopt Resolution No. 2017/439 accepting the contract work as complete. Following project completion, the contractor will still be responsible for completing \$30,173 in minor punch list items listed in the Withhold Agreement signed by the contractor on November 27, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

Accepting a contract as complete is standard procedure and allows for proper closeout of the contract. If the above contract is not accepted as complete, the period for filing stop payment notices and bond claims may be extended and the County will incur expenses for additional contract administration.

AGENDA ATTACHMENTS

Resolution No. 2017/439

Notice of Completion

Withhold Summary

MINUTES ATTACHMENTS

Signed Resolution No. 2017/439

Recorded at the request of: Ramesh Kanzaria, (925) 313-2000

Return To: Diana Howard, Public Works Capital Projects Division

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

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: John Gioia, District I Supervisor Candace Andersen, District II Supervisor Diane Burgis, District III Supervisor Karen Mitchoff, District IV Supervisor Federal D. Glover, District V Supervisor

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2017/439

IN THE MATTER OF: Accepting and Giving Notice of Completion of Contract with Thompson Builders Corp., for the Renovations and Remodeling at the Contra Costa County Finance Building Project, at 625 Court Street, Martinez, Authorization No. WH190D.

WHEREAS, on August 18, 2015, the County (Owner) contracted with Thompson Builders Corp. (General Contractor), for the above construction project, with Berkley Insurance Company-All Other c/o Berkley Surety Group, for work performed on Owner's property located at the corner of 625 Court Street, Martinez,

WHEREAS, the Interim Director of Public Works reports that said work has been inspected and complies with the approval plans and specifications, and recommends its acceptance as of December 12, 2017.

NOW, THEREFORE, BE IT RESOLVED that:

1. The contract work for the above project is accepted as recommended above, and
2. Within fifteen (15) day after adoption of this Resolution, the Clerk of the Board Shall file with the County Recorder a certified copy of this Resolution of Acceptance and the attached Notice of Completion.

Contact: Ramesh Kanzaria, (925) 313-2000

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: December 12, 2017

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

By: June McHuen, Deputy

cc:

Recorded at the request of: Ramesh Kanzaria, (925) 313-2000

Return To: Diana Howard, Public Works Capital Projects Division

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

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: John Gioia, District I Supervisor Candace Andersen, District II Supervisor Diane Burgis, District III Supervisor Karen Mitchoff, District IV Supervisor Federal D. Glover, District V Supervisor

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2017/439

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WHEREAS, the Interim Director of Public Works reports that said work has been inspected and complies with the approval plans and specifications, and recommends its acceptance as of December 12, 2017.

NOW, THEREFORE, BE IT RESOLVED that:

1. The contract work for the above project is accepted as recommended above, and
2. Within fifteen (15) day after adoption of this Resolution, the Clerk of the Board Shall file with the County Recorder a certified copy of this Resolution of Acceptance and the attached Notice of Completion.

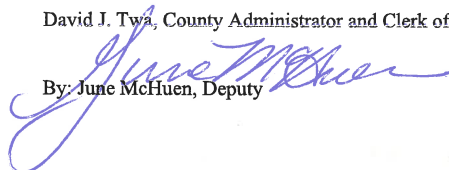
Contact: Ramesh Kanzaria, (925) 313-2000

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: December 12, 2017

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

By: June McHuen, Deputy



cc:

Recorded at the request of:

Contra Costa County Public Works Dept.
Capital Projects Management Div.

When recorded, return to:

Contra Costa County Public Works Dept.
Capital Projects Management Div.
255 Glacier Drive
Martinez, CA 94553

NOTICE OF COMPLETION

(Civil Code Section 9204)

NOTICE IS GIVEN of completion of the following public work of improvement:

- (1) Project name: Renovations and Remodeling at Contra Costa County Finance Building
- (2) Date of completion: December 12, 2017
- (3) Name and address of Owner: Contra Costa County, c/o Contra Costa County Public Works Department, Capital Projects Management Division, 255 Glacier Drive, Martinez, CA 94553
- (4) Name and address of Direct Contractor: Thompson Builders Corp., 250 Bel Marin Keys Blvd, Suite A, Novato, CA 94949
- (5) Name and address of Construction Lender: None
- (6) Description of site: 625 Court Street, Martinez

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the agent of the Owner named above, that I have read this Notice, that I know and understand the contents, and that the facts stated in the Notice are true and correct.

Dated: December 12, 2017

Ramesh Kanzaria
Contra Costa County Public Works Dept.
Capital Projects Management Div.



Contra Costa County
Public Works
Department

Brian M. Balbas, Interim Director

Deputy Directors
Mike Carlson
Stephen Kowalewski
Carrie Ricci
Joe Yee

November 17, 2017

Mr. Paul Petri
Thompson Builders Corporation
250 Bel Marin Keys Blvd, Suite A
Novato, CA 94949

Via Email (paulp@tbcorp.com & U.S. Mail)

**RE: RENOVATIONS AND REMODELING AT THE CONTRA COSTA COUNTY FINANCE BUILDING,
625 COURT STREET, MARTINEZ, CA 94553 (WH190D); Withhold Agreement and Acceptance of
Contract**

Dear Mr. Petri:

Project No.: 250-1215/C.1.1

Before we recommend to the County Board of Supervisors that they accept the Contract for the subject project as complete, we must have your concurrence with the following:

The County may withhold from monies otherwise due, the amount of \$30,173.00 for materials and labor to complete the items listed on the attached "Withhold Summary." Contractor shall complete these items in an expeditious manner. If any item is not satisfactorily completed by January 12, 2018, the County may use the money withheld, in the amount designated at the respective line item, to complete the work.

If you are in agreement with these conditions, please sign on the line provided at the bottom of this letter and return it to us to serve as notice of agreement in order for the Board of Supervisors to act on acceptance of the contract at their meeting on December 12, 2017. We will need your response with all remaining outstanding items by November 28, 2017.

If you have questions or need more information, please contact me at (925) 313-2000.

Sincerely,


Ramfesh Kanzaria
Capital Projects Division Manager

CONTRACTOR AGREES TO THE CONDITIONS DESCRIBED IN THIS LETTER:

(Signature)

(Printed Name and Title)

(Date)

RK:dg
Enclosures
c: File: 250-1215/C.1.1

WITHHOLD SUMMARY

CCC FINANCE BUILDING RENOVATIONS
625 COURT STREET, MARTINEZ, CA (WH190D)

Date: November 27, 2017

File: 250-1215/C.1.1

<u>Description</u>	<u>Withhold Amount</u>
1. Remaining shop drawing details - Parapet and Cornice Sheet Metal work	\$10,000.00
2. Sconce Light Fixtures (2-each)	\$14,673.00
3. Elevator Controls – As-builts / O&M's and Warranties	\$1,000.00
4. Plumbing / Fire Sprinkler record "as-built" documents including underground	\$1,000.00
5. Submit Guarantee forms (Division F, page F-22) for each listed subcontractor.	\$2,500.00
6. Submit Statement to Accompany Final Payment (Division F, page F-23) for the project	\$1,000.00
TOTAL WITHHOLD AMOUNT	<u>\$30,173.00</u>



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: December 12, 2017

Subject: Fish and Wildlife Committee 2017 Annual Report

RECOMMENDATION(S):

ACCEPT the Contra Costa County Fish and Wildlife Committee 2017 Annual Report, as recommended by the Fish and Wildlife Committee.

FISCAL IMPACT:

None.

BACKGROUND:

On June 18, 2002, the Board of Supervisors adopted Resolution No. 2002/377, which requires that each regular and ongoing board, commission, or committee report annually to the Board of Supervisors. The attached report presented for Board consideration was approved by the Fish and Wildlife Committee on November 15, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

The annual reporting requirement to the Board of Supervisors would not be fulfilled.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: Stephanie Mello, Deputy

Contact: Maureen Parkes,
925-674-7831

cc:

ATTACHMENTS

Fish and Wildlife Committee 2017 Annual
Report

Advisory Body Name: Contra Costa County Fish and Wildlife Committee

Advisory Body Meeting Time/Location: 3rd Wednesday of every month, 3 – 5 pm

2475 Waterbird Way County Public Works Department Road Maintenance Division lunch room

Chair: Daniel Pellegrini

Staff: Maureen Parkes and Abigail Fateman

Reporting Period: January 2017 – December 2017

1. Activities and Accomplishments: The Fish and Wildlife Committee (FWC) met seven times to discuss matters related to fish and wildlife issues in Contra Costa County (CCC). The Committee is responsible for running a grant program that expends the Fish and Wildlife Propagation Funds (funds that are collected by the CA Department of Fish and Wildlife for code violations). The Committee also hosts an annual Fall Forum to raise awareness among people working in law enforcement, environmental restoration, education and outreach about fish and wildlife issues.

Grant Program: The Committee received 19 proposals requesting Fish and Wildlife Propagation Fund grant funds during the regular grant cycle. The Committee reviewed the proposals, interviewed applicants and selected 16 of the 19 proposals for full or partial funding totaling \$102,184.92 to recommend to the Board of Supervisors. Grant awards ranged from \$800 to \$21,019.53 each. The Committee reviewed progress and final reports from previous grant cycles and extended invitations to grantees to give presentations.

Outreach: The Committee hosted the annual Fall Forum on September 21st, which is open to the public and encourages people involved in fish and wildlife law enforcement issues in CCC to attend. Invited attendees included representatives of the California Department of Fish and Wildlife, Sheriff's Department, District Attorney's Office, Superior Court, Public Defender's Office, the East Bay Regional Park District Police, the Board of Supervisors and members of the public. Participants have indicated that the Fall Forums have been helpful in raising awareness and fostering cooperation on fish and wildlife issues and law enforcement. Approximately 90 people attended the event.

Volunteer Activities: Several members volunteer in the community with other organizations that are interested in fish and wildlife issues. Rhonda Gehlke - Delta Protection Commission's Leadership Committee, Aquarium in the Classroom Program and Director of the Delta Science Center; Susan Heckly - Lindsay Wildlife Experience, CCC Master Gardener, International Wildlife Rehabilitation Council and the FWC representative on the CCC Integrated Pest Management Advisory Committee; Kathleen Jennings - Co-chair of the Peyton Slough Wetlands Advisory Committee; Danny Pellegrini - Contra Costa Mosquito and Vector Control District Board of Trustees, Sheriff's Posse of CCC (Barbeque Captain) and the Martinez Sportsmen's Club; Heather Rosmarin – Friends of Pleasant Hill Creeks.

Committee members were regularly updated on activities related to fish and wildlife in CCC which included five presentations and updates by guest speakers and grant recipients. The presentations and updates are listed below:

- Presentation on the Pinole Creek Fish Passage Enhancement Project (Elissa Robinson, Contra Costa Resource Conservation District)
- An Overview of the Production of *Gambusia affinis*, the Western Mosquitofish for Mosquito Control (Chris Miller, CCC Mosquito and Vector Control District)
- Presentation on the Golden Gate Audubon Society Eco-Richmond/Bird-Friendly Schools Program (Anthony DeCicco, Golden Gate Audubon Society)
- Update from the East Contra Costa County Habitat Conservancy (Abigail Fateman, ECCCHC)
- Presentation at the Fall Forum on the Use of Remote Cameras to Document Vertebrate Diversity, Carnivore Abundance and Behavior in Sunol-Ohlone Regional Wilderness (Steven Bobzien, Ecological Services Coordinator (Wildlife Ecologist), EBRPD)

2. Attendance/Representation The FWC is composed of ten members. Each Supervisor appoints a member and the Internal Operations Committee appoints four At-large members and one At-large Alternate. As of the writing of this annual report, the FWC met seven times at which a quorum was always present. The members were: Judy Bendix (D-I), Susan Heckly (D-II), Clark Dawson (D-III), Brett Morris (D-IV), Daniel Pellegrini (D-V), Rhonda Gehlke (At-large), Kathleen Jennings (At-large), Jeff Skinner (At-large), Heather Rosmarin (At-large) and Dawn Manley (At-large Alternate).

3. Training/Certification Committee members were regularly updated on activities related to fish and wildlife in CCC which included five presentations/updates from guest speakers and grant applicants (see Activities/ Accomplishments). All members have viewed the required videos: "The Brown Act and Better Government Ordinance – What You Need to Know as a Commission, Board or Committee Member" and "Ethics Orientation for County Officials." Certifications are on file for all of the members.

4. Proposed Work Plan/Objectives for Next Year

(1) FWC Operations:

- Develop and refine Work Plan (working document).
- Maintain FWC membership by advertising vacancies and forwarding applications to the Internal Operations Committee.
- Seek to coordinate with other Fish and Wildlife Committees on regional matters.
- Coordinate with the Contra Costa Watershed Forum.

(2) Make recommendations to the Board of Supervisors via the Internal Operations Committee for the appropriation of funds from the Fish and Wildlife Propagation Fund to support fish and wildlife projects in the community:

- Conduct grant program to solicit proposals, evaluate their relative merits, and recommend funding for projects which will contribute most to the fish and wildlife resources of the County.
- Develop and advertise FWC grant program by: 1) Reviewing past Request for Proposals (RFP), funding applications; and 2) Developing new RFP, funding application deadline, and funding priorities; and 3) posting to the County website, distributing these materials to the media, the FWC mailing list and RFP mailing list, and to anyone who requests them.
- Work with agencies, organizations, and individuals to help them plan and develop projects suitable for support from the Fish and Wildlife Propagation Fund.
- Monitor the efficiency and effectiveness of the grant disbursement process.
- Review funding applications received. Make recommendations to the Board of Supervisors via the Internal Operations Committee for the awarding of grants.
- Follow-up on projects that receive funding to assure that projects proceed as proposed. One way the FWC will do this is to extend invitations to prior Fish and Wildlife Propagation Fund Grant recipients to future meetings to give status reports, outcomes and presentations regarding their projects.
- Send out a letter to grant recipients requesting project status reports.

(3) FWC priorities for 2017/2018:

- Make recommendations to the Board to approve Fish and Wildlife Propagation Fund grant applications for projects that increase collaboration with law enforcement agencies, the court, and community cultural organizations on enforcement issues and increase education focusing on communities that may be unaware of local fish and game laws.
- Provide public forum opportunities for open discussion on wildlife issues that affect CCC residents and impact natural resources in our County, increase outreach efforts and provide advisory updates to Board of Supervisors as needed.
- Disseminate “Wildlife in Your Backyard” booklet and develop other projects for involvement of the FWC and the community in CCC.
- Update website.
- Implement pilot program reducing the number of FWC meetings from 12 to 6 annually.

(4) FWC projects (develop and prioritize a list of projects for potential FWC involvement; select projects for FWC involvement and provided appropriate support, including: initiation, planning, consultation, and/or funding):

- Make recommendations to the Board on awarding Certificates of Appreciation for significant contributions to the fish and wildlife resources of the County.
- Consider hosting a forum about wildlife.

(5) Improve enforcement of fish and game laws and regulations; increase flow of money into the Fish and Wildlife Propagation Fund:

- Review status reports on Fish and Game Code enforcement in the County. Consider advising the Board on trends.
- Help assure that, when appropriate, a portion of fines from violations of laws designed to protect fish and wildlife resources is deposited in the Fish and Wildlife Propagation Fund. Promote awareness of the harm caused by violation of fish and wildlife regulations and the value of enforcement.
- Host a Fall Forum with law enforcement officials (CA Dept. of Fish and Wildlife, Sheriff’s Dept., District Attorney’s Office, Superior Court, Public Defender’s Office, the East Bay Regional Park District Police) to discuss fish and wildlife issues and enforcement.

(6) Monitor and advise the Board on projects that may affect fish and wildlife resources in the County:

- Attend field trips to see major restoration projects and prior Fish and Wildlife Propagation Fund Grant recipients’ projects in the County.
- Consider tours of East CCC Habitat Conservancy properties, Marsh Creek Fish Ladder, Walnut Creek Drop Structure, Dow Wetlands and Chelsea Wetlands at Pinole.

(7) Develop policy recommendations (“white papers”) on fish and wildlife issues:

- Discuss impacts of invasive species.
- Discuss wildlife and human interaction / interface.
- Discuss public education on reducing the impact of free-roaming cats on wildlife.
- Discuss the California WaterFix and proposal for water conveyance tunnels.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: December 12, 2017

Subject: Advisory Council on Aging 2017 Annual Report

RECOMMENDATION(S):

ACCEPT the 2017 Annual Report of the Contra Costa County Advisory Council on Aging , as recommended by the Employment and Human Services Department Director.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

On June 18, 2002, the Contra Costa County Board of Supervisors (BOS) adopted Resolution No. 2002/377, requiring each regular and ongoing board, commission, and/or committee to annually report to the BOS on its activities, accomplishments, membership attendance, required training and certification programs, and proposed work plans or objectives for the following year. The attached report is submitted to fulfill that requirement for the Advisory Council on Aging.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: Stephanie Mello, Deputy

Contact: Elaine Burres, 608-4960

cc:

ATTACHMENTS

ACOA 2017 Annual
Report

CONTRA COSTA COUNTY

ADVISORY COUNCIL ON AGING

ANNUAL REPORT



JANUARY – DECEMBER 2017

CONTRA COSTA COUNTY

Advisory Council on Aging

Officers:

- Shirley Krohn – 1st Term
- Susan Frederick, First Vice President – 1st Term
- Rita Xavier, Second Vice President – 1st Term
- Gail Garrett, Secretary – 1st Term
- Patsy Welty, Treasurer – 1st Term

Current Roster of Members as of November 15, 2017:

Fred Adams
Kathy Ames
Jagjit Bhambra
Ed Benson
Steve Birnbaum
Mary Bruns
Deborah Card
Nina Clark
Michael Collins
James Donnelly
Jennifer Doran
Anna Fehrenbach
Rudy Fernandez
Susan Frederick
Gail Garrett
David Joslin
Keith Katzman

Arthur Kee
Joanna Kim-Selby
Shirley Krohn
Robert Leasure
Ruth McCahan
Paul Mikolaj
Richard Nahm
Nuru Neemuchwalla
Fuad Omran
Sheri Richards
Mary Rose
Summer Selleck
Ron Tervelt
Lorna Van Ackeren
Patsy Welty
Rita Xavier

Advisory Council Objectives

The Council shall provide a means for countywide planning, cooperation and coordination for individuals and groups interested in improving and developing services and opportunities for older residents of this county. The Council provides leadership and advocacy on behalf of older persons and serves as a channel of communication and information on aging issues.

The Council advises each: the Area Agency on Aging on the development of its Area Plan, the Bureau of Aging and Adult Services, Employment and Human Services and the Board of Supervisors. The Area Agency on Aging Area Plan is based on unmet needs and priorities experienced by older persons, as determined by assessments and input from the senior network throughout the County.

ANNUAL REPORT
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The Contra Costa County Advisory Council on Aging (ACOA) advises the Area Agency on Aging (AAA) in all matters related to the development and administration of senior programs in accordance with the mandates of the Older Americans Act. The Council is composed of 40 authorized member seats appointed by the Board of Supervisors in partnership with local cities and commissions on aging, the ACOA Membership Committee, and a designated advisory group – the Nutrition Council. A majority of the ACOA must be age 60 or older. Members represent the geographic, economic, capacity, cultural, sexual orientation, and ethnic diversity of the County.

The ACOA has been active in several areas. In 2017, we again helped organize Senior Rally Day in Sacramento in May. With the help of Joan Carpenter, District Coordinator for Supervisor John Gioia together with both the East and Central County Senior Coalitions, buses were chartered to take Contra Costa seniors to the event. The Planning Team this year involved a larger group including representatives from Choice in Aging, American Association of Retired Persons (AARP), California Association of Retired Americans (CARA), California Association of Area Agencies on Aging (C4A), California Commission on Aging (CCoA), California Senior Leaders Alliance, California Senior Legislature (CSL), California Welfare Director's Association (CWDA), Congress of California Seniors, Social Security Works, and others. An impressive list of organizations actively participated in the planning. An expanded team is currently working on the 2018 Senior Rally.

Our Transportation Work Group, operating as the Senior Mobility Action Council (SMAC) with membership from transit companies and other community transportation representatives, organized, '2017 – Transportation Forum – It's More Than Just a Ride' presented at John Muir Hospital in Walnut Creek. This was an all-day event that filled the Ball Auditorium. A summary of recommendations received will be provided in a letter to the Board of Supervisors and City Council Members.

Our Housing Work Group, working with Episcopal Services and County staff has rolled out a home sharing program in Concord. This program is just getting started, so a more comprehensive report will be included in the 2018 Presidents Report.

Generally speaking, all ACOA work groups are being encouraged to engage more community members to join in their activities. Additionally, the ACOA in 2018 will focus on getting more Board of Supervisor staff members to attend our meetings. We feel this is essential so that the Board is aware of our ongoing activities in addition to this annual summary.

Shirley Krohn

Executive Committee Chair

Advisory Council on Aging President

CURRENT PLANNING COMMITTEE ROSTER

- Debbie Card
- Nina Clark
- Susan Frederick
- Arthur Kee (Chair)
- Ron Tervelt

ACTIVITIES

Monthly meetings with contracted service providers, monitoring and making suggestions for implementing to improve services and better meet the needs of participants in regard to services provided by contractors within the budget.

ACOMPLISHMENTS

The Planning Committee continues to work with contracted providers who make presentations to the Committee, review program questionnaires and work with the staff in improving attendance of the contractors. Last minute cancellations have been improved. The AAA Staff continues to apply a diligent strategy of persuasion and communication with the contractors to provide advanced notification of cancellations in order that the AAA Staff may find replacements which promotes effective time management for all.

2018 WORK PLAN

In light of the ever expanding senior populations, the Committee will continue to work closely and diligently with the AAA Staff to monitor and insure the residences of Contra Costa County have access to adequate and appropriate services provided by reputable and trustworthy contracted entities.

Arthur Kee

Planning Committee, Chair

CURRENT MEMBERSHIP COMMITTEE ROSTER (INCLUDES NOMINATING)

- | | |
|--|---|
| • Susan Frederick | District I / M-C |
| • Fred Adams | District II / M-C |
| • Richard Nahm (Chair of Membership)
(Member at President's Discretion) | District III / M-C: |
| • VACANT | District IV / M-C |
| • Jennifer Doran (Chair of Nominating) | District V / M-C & Nominating Committee |
| • VACANT | District I / Nominating Committee |
| • Nina Clark | District II / Nominating Committee |
| • VACANT | District III / Nominating Committee |
| • Lorna Van Akern | District IV / Nominating Committee |

ACTIVITIES

- | | |
|--------------------------|---------------------------------|
| • Monthly Meetings | • Appointments/Resignations |
| • Membership Recruitment | • Eligibility Reviews |
| • Attendance Reviews | • Report to Executive Committee |

ACOMPLISHMENTS

The Council began 2017 with seven (7) vacancies, down from nine (9) vacancies for the same period during the previous year (2016). Today, we have seven (7) vacancies composed of one MAL and six (6) City Seats - Oakley, San Pablo, Pinole, Pittsburg, Richmond, and Walnut Creek. The City of Oakley vacancy should be filled in December of 2017, as a candidate is presently in queue for appointment. The At Large Seat should be filled in early 2018 following interviews scheduled for next January. To enhance recruitment activities, the Membership Committee members will enlist the Council's At Large members who reside in those cities that presently have vacancies.

While the Committee provided ongoing support for the recruitment of Council members willing to serve the Council's Housing Work Group, one of our Committee members focused on the development an interactive activities calendar. Member retention activities were also developed to bolster positive social interaction between the individual Council members.

Toward the end of 2017, members began a review of At Large / Local Committee Seat Job Descriptions in order to provide each member with a written document of expectations.

2018 WORK PLAN

- Maintain a full Advisory Council on Aging membership
- Recruit representatives for District I, III and IV to serve on the Membership Committee
- Apply and track membership eligibility requirements
- Track attendance problems
- Work to provide members with a written description of their position expectations
- Bylaws Reviews and Recommendations as Requested
- Report to the Executive Committee

Richard Nahm

Membership Committee Chair

HOUSING WORK GROUP REPORT

January – December 2017

CURRENT HOUSING WORK GROUP ROSTER

- | | |
|---|---|
| ▪ Ruth McCahan (ACOA) | ▪ Elaine Clark (Meals on Wheels and Senior Outreach Services) |
| ▪ Paul Mikolaj (ACOA) | ▪ Debbie Toth (Choice in Aging) |
| ▪ Lorna Van Ackern (ACOA) | ▪ Nhang Luong (AAA) |
| ▪ Julie Berry (Independent Living Resources) | ▪ Gerald Richards (Hercules resident) |
| ▪ Lisa Hicks (Independent Living Resources) | ▪ Mariana Moore (Ensuring Opportunity) |
| ▪ Annette Balter (Episcopal Senior Communities) | ▪ Jasmine Tarkoff (Multi-Faith Coalition) |
| ▪ Max Moy-Borgen (Episcopal Senior Communities) | |
| ▪ Joan Carpenter (Office of County Supervisor John Gioia) | |

ACTIVITIES

- Monthly Meetings
- Educational Presentations

ACCOMPLISHMENTS

In 2017, the Work Group researched different Shared Housing Program models and explored the feasibility of adopting a program in Contra Costa County. We also reached out to community based organizations to see if any of them would be willing to operate a Shared Housing Program with the support of the Housing Work Group. Episcopal Senior Communities (ESC) stepped up and committed to working with the Housing Work Group to develop a sustainable Shared Housing Program. By October, ESC was able to secure funding for the first year and hired a Program Director to launch Home Shared Contra Costa, a program that screens and matches homeowners who have a room to rent with housing seekers who are looking for affordable housing.

2018 Work Plan

The Work Group will be meeting in December to set our priorities for 2018. The priorities may include helping the Episcopal Senior Communities develop and implement an outreach strategy to publicize the Home Shared Contra Costa Program and finding sustainable funding. Another focus may be on researching effective models for building accessory dwellings as a way to create more affordable housing in Contra Costa. The Housing Work Group will also continue to partner and coordinate with other housing groups to advance housing issues that are important to seniors.

Nhang Luong

Senior Staff Assistant – Area Agency on Aging

Staffing Support to the Housing Work Group

(Ms. Luong is an interim facilitator as the ACOA recruits a member to replace its previous Chair)

HEALTH WORK GROUP REPORT

January – December 2017

CURRENT HEALTH WORK GROUP ROSTER

- | | | |
|-----------------------------|------------------------------|---------------------|
| ▪ Fred Adams | ▪ Susan Frederick (Chair) | ▪ Paul Mikolaj |
| ▪ Kathryn Ames | ▪ Joanna Kim-Selby | ▪ Nuru Neemuchwalla |
| ▪ Jennifer Doran (Co-Chair) | ▪ Dr. Robert & Nancy Leasure | ▪ Sheri Richards |

ACTIVITIES

- Regular monthly meetings
- Educational presentations
- Advise the senior community on issues impacting their health
- Develop projects that will impact specific issues related to senior health and well being

ACCOMPLISHMENTS

In 2017 the Health Work Group conducted informative presentations and interviews with Terence Carey, Assistant Fire Chief - CCC Fire Protection District and Ruth Atkin, Manager HICAP, and Ruth Gay, Public Policy Officer. This year we developed a flyer addressing senior isolation titled “Be a Good Neighbor”. We plan in late 2017 and 2018 to distribute the flyers to senior centers, libraries and other areas as identified.

We initiated a project with members of the community entitled Meals on Discharge. Meals would be delivered, for a limited time, to patients recently discharged from hospitals and specifically identified Medicare patients. In addition, there was regular reporting from work group members on American Association of Retired Persons (AARP), legislative updates, California Advocates for Nursing Home Reform (CANHR). Additionally, Justice in Aging provides updates on issues involving residents of care homes, home health & care providers and mental health issues experienced by elder adults.

2018 Work Plan - GROUP GOALS

- Mental Health: We will continue, through our liaison with CPAW and Older Adult Mental Health Services, to identify unmet mental health needs of the elder population. Provide exchange for shared advocacy with other mental health programs.
- Continue with the conceptual development of a project to provide meals to recently discharged patients; identified Medicare patients, in coordination with our community partners.
- Identify issues as the year progresses and define appropriate action plans.

Susan Frederick / Jennifer Doran

Health Work Group Co-Chairs

LEGISLATIVE ADVOCACY WORK GROUP

January – December 2017

CURRENT LEGISLATIVE WORK GROUP ROSTER

- | | |
|-------------------------------|--------------------------------|
| ▪ Shirley Krohn (Co-Chair) | ▪ David Joslin |
| ▪ Joanna Kim-Selby (Co-Chair) | ▪ Dr. Robert and Nancy Leasure |
| ▪ Mary Dunn-Rose | ▪ Summer Selleck |

ACTIVITIES

- Monthly meetings from January to August (meetings recessed SEP-DEC), 4th Wednesday of each month.
- Members identify state & federal bills they would like to follow; they research the backgrounds of each proposal and write letters of support or opposition. They may simply recommend that fellow members continue to watch without action as the bills develop.

ACCOMPLISHMENTS

- Letters written in support of:
 - AB 1 (Frazier) Transportation Funding
 - SB 1 (Beall) Transportation Funding
 - SB 202 (Dodd) Medi-Cal Personal Allowance Increase
 - SB 147 (Dodd) Mobil Home Parks Residency
 - SB 562 (Lara) Californians for a Health California Act
 - AB 550 (Reyes) State Long Term Care Ombudsman Program
 - AB 940 (Weber) Long term Health Care Facilities
 - AB 519 (Levine) Reestablish CSL on CA tax checkoff - Fund: California Senior Citizen Advocacy Fund

2018 Work Plan - GROUP GOALS

- Review Top 10 State and Top 4 federal proposals submitted by the California Senior Legislature. Review legislation authored or identified by other agencies to watch and support as appropriate. Work Group members will “adopt” legislation, meaning that they will do the research and make recommendations to group on whether to support, oppose or watch.

Shirley Krohn / Joanna Kim-Selby

Legislative Advocacy Work Group Co-Chairs

CURRENT TRANSPORTATION WORK GROUP ROSTER

- | | | | |
|----------------|-------------------|------------------|---------------------|
| ▪ Tighe Boyle | ▪ Rosemary Robles | ▪ Dollene Jone | ▪ Edi Birsan |
| ▪ Elaine Clark | ▪ Rita Xavier | ▪ Ray Zenoni | ▪ Nina Clark |
| ▪ Elaine Welch | ▪ Keith Katzman | ▪ Mary Bruns | ▪ MacKenzie Garcia |
| ▪ Leslie Young | ▪ Peter Engel | ▪ Shirley Krohn | ▪ Vicky Voicehowsky |
| ▪ Debbie Toth | ▪ Ken Gray | ▪ Ralph Hoffmann | |

ACTIVITIES

- Monthly Meetings and advocacy for transportation for older adults and adults with disabilities

ACCOMPLISHMENTS

- Attended Senior Rally Day and advocated for Senior Transportation
- Published SMAC newsletter
- Sponsored/delivered “2017 – Transportation Forum – It’s More Than Just a Ride”
- Supported goals of Contra Costa Senior Policy Platform 2020: “Evaluate, Convene, Educate, Advocate” in the area of accessible transportation for seniors and the disabled

2018 Work Plan - GROUP GOALS

- Ongoing Goals: advocacy for: Mobility Management in Contra Costa, city-based transportation programs, increased volunteerism in senior transportation, legislation that supports, preserves, and encourages senior mobility, and making it safer for senior pedestrians. Provide leadership and support at conferences, workshops, and committees related to Senior Mobility. Continue to publish SMAC Newsletter and support CSL endeavors.
- Continuation of 2017 goals which include:
 - Link “Way to Go, Contra Costa” and the SMAC Newsletter to the SMAC page of the ACOA website, additional non-profit websites, and senior organization websites
 - Since Measure X didn’t pass, develop a plan for what’s next including: 1) prioritize what is doable from Measure X without the Measure X funding and 2) investigate and support a new Measure X
 - Get on National List Serves to find out what others are doing in transportation
 - Engage in Regional Planning activities
 - Arrange for presenters from Concord Naval Weapons Station Planners, transportation providers and local elected officials
 - Work with others to promote Age-Friendly transportation practices in county platform
 - Investigate technology and its impact on the senior population – the good, the bad and how we can help
 - Add Technical Network Companies’ information to the SMAC page of the ACOA website and offer it to non-profit and senior organizations
- Engage in Contra Costa planning activities for Emergency Preparedness. Support related community education events. Co-Sponsor Emergency Preparedness Public Forum with other ACOA workgroups and interested organizations and people
- Promote FAST and CERT
- Refresh our knowledge of what CCTA is working on

Mary Bruns

Transportation Work Group Chair (Otherwise Known As: Senior Mobility Action Council (SMAC))

Elder Abuse Prevention Work Group (New in 2017)**January – December, 2017****CURRENT ELDER ABUSE PREVENTION WORK GROUP ROSTER**

- | | |
|------------------------|-----------------------------|
| ▪ Mary Rose (Co-Chair) | ▪ Summer Selleck (Co-Chair) |
|------------------------|-----------------------------|

Contra Costa County

Advisory Council on Aging

2017 Annual Report

ACTIVITIES

- New work group / first meeting held on August, 16 2017; three meetings held through November 30, 2017
- Educational presentations discussed, zeroed in on elder financial abuse
- Goal to educate the community on issues impacting financial abuse of older adults
- Get committee up and running, with creation of workgroup and training materials

ACCOMPLISHMENTS

In 2017 August was first public meeting of the new work group. Discussed creation of a Purpose State for the Workgroup. September 2017 the workgroup reviewed, suggested changes and approved the working document to guide the group's actions and directions, the Workgroup Document, "Purpose, Organization and Duties and Responsibilities Statement." With the help of the Christina Cotton, APS staff, power points were created, discussed and approved for the trainings of nonprofessional public interested parties. Also discussed and reviewed handouts. Further, reviewed the speaker application to vet possible speakers and the created the letter to various organizations requesting venue, date.

2018 Work Plan

- Overall goal is to increase awareness and prevention of elder abuse, neglect & exploitation
- Develop and deliver trainings and other related presentations to the public
- Dissemination of elder abuse prevention materials

Mary Rose / Summer Selleck

Elder Abuse Prevention Work Group Co-Chairs

SENIOR NUTRITION PROGRAM

January – December, 2017

ACTIVITIES

- Home Delivered Meals: Deliver delicious and nutritious meals for homebound seniors
- Contra Costa cafes: Provide healthy meals and safe, friendly opportunities for older adults to socialize with others who have similar interests

ACCOMPLISHMENTS

The Senior Nutrition Program continues service to seniors and adults with AIDS and those who have a disability, allowing them to live independently, well into their 70's 80's and 90's. Contra Costa County menus exceed the Department of Aging and Title VII USDA recommendations.

2017 Achievements

- CC Café Service was re-established with the reopening of Neighborhood House in North Richmond
- The Meals on Wheels of Contra Costa, Inc., (MOW) made a generous contribution to help provide nourishment to seniors who survived a major Hurricane in southeast Texas.
- Grants received by Meals on Wheels of Contra Costa, provided 42% of the total countywide Meals on Wheels Program budget. MOW has therefore become the largest single funding source for the 416,270 annual meals delivered to nearly 2,300 homebound elders in Contra Costa County.
- Received Contra Costa County Board of Supervisors recognition for serving more than 5 million nutritious meals to nutritionally at-risk homebound seniors who reside in Contra Costa. The meals are subsidized by the individual contributions of grants received through MOW of Contra Costa, Inc.,

2018 Work Plan

- Increase participation in all Contra Costa cafes
- Increase awareness of socialization benefits of participation
- Raise awareness of cafe sites
- Recruit volunteer drivers to serve homebound elders

Shirley Krohn *(reporting for Gail Garrett)*

President

Advisory Council on Aging

Advisory Council on Aging
2017 Annual Report



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: December 12, 2017

Subject: 2017 Advisory Body Annual Report for North Richmond Mitigation Fee Joint Expenditure Planning Committee

RECOMMENDATION(S):

ACCEPT the North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee Annual Report for 2017 (Exhibit A).

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

BACKGROUND:

On June 18, 2002, the Board of Supervisors adopted Resolution No. 2002/377, which requires that each regular and ongoing board, commission, or committee shall annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training/certification (if any), and proposed work plan or objectives for the following year, on the second Tuesday in December.

The 2017 Annual Report for the North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee (Committee) is attached as Exhibit A. This Committee was formed in 2006, pursuant to the terms of a Memorandum of Understanding between the County and the City of Richmond. This Committee was formed to develop recommendations for the use of funding derived from the collection of the North Richmond Waste & Recovery Mitigation Fee, which is subject to the joint-control of the City and County.

The Waste & Recovery Mitigation Fee was established by the City and County as permitting conditions of approval to mitigate potential impacts on North Richmond from the proposed expansion of waste processing and resource

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: 12/12/2017

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: Stephanie Mello, Deputy

Contact: Justin Sullivan, (925)
674-7812

cc:

BACKGROUND: (CONT'D)

recovery operations located at the foot of Parr Boulevard in North Richmond ("Project"). One of the mitigation measures in the 2003 Environmental Impact Report for this project called for the establishment of a Mitigation Fee to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond and adjacent areas.

This Committee is charged with preparing an Expenditure Plan to facilitate joint administration of this funding for the benefit of unincorporated and incorporated North Richmond. Each Expenditure Plan recommended by the Committee is subject to the final approval of the Richmond City Council and the Contra Costa County Board of Supervisors. A copy of the current Expenditure Plan for 2017/2018 (covering July 2017 thru June 2018), is attached as Exhibit B. A recommendation by the Committee on a new Expenditure Plan for the 2018/2019 fiscal year is expected to be made in May 2018.

CONSEQUENCE OF NEGATIVE ACTION:

The 2017 Advisory Body Annual Report submitted on behalf of the North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee in accordance with Resolution No. 2002/377 would not be formally accepted.

ATTACHMENTS

Exhibit A: NRMFC 2017 Advisory Body Annual Report

Exhibit B: Amended 2017/2018 North Richmond Mitigation Fee Expenditure Plan

2017 Advisory Body Annual Report

Advisory Body Name:

North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee (NRMFC)

Advisory Body Meeting Time/Location:

Meetings are regularly scheduled for twice a year, with special meetings that may be scheduled from time to time at the discretion of the Committee. See table in Section 3 for the dates and times for both of the meetings held in 2017. Meetings were held at Richmond City Hall located at 440 Civic Center Drive in Richmond.

Chair (during the reporting period):

Eduardo Martinez, Richmond City Councilmember

Staff persons (during the reporting period):

Contra Costa County Department of Conservation & Development:

- Demian Hardman, Justin Sullivan & Deidra Dingman

Richmond City Manager's Office:

- Lori Reese-Brown & LaShonda Wilson

Reporting Period: January 1, 2017 – December 31, 2017

1. Activities

The County Board of Supervisors and Richmond City Council approved the NRMFC recommended 2017/18 Expenditure Plan and associated annual funding allocations. The Expenditure Plan governs the use of funding derived from the Waste & Recovery Mitigation Fee imposed through conditions in use permits issued by the City and County. This Fee was established to help defray the annual costs associated with the collection and disposal of illegally dumped waste in the North Richmond area in accordance with the Environmental Impact Report to mitigate impacts from the expansion of the West Contra Costa Sanitary Landfill Bulk Materials Processing Center located in North Richmond.

2. Accomplishments

In 2017, the NRMFC received a Tonnage & Revenue update along with informational reports about each of the Expenditure Plan strategies. Revenue in 2017/18 is projected to be slightly higher than the prior fiscal year. Staff proposed increased allocations for most strategies and the addition of a new Strategy 13 - Urban Farm Dedication Project. The NRMFC recommended that the City and County approve staff's proposed 2017/18 Expenditure Plan, which included the following changes to the budget:

Expenditure Plan Strategy	2017/18 Expenditure Plan Budget Changes
Strategy 1 – Bulky Item Pick-ups	No Change
Strategy 2 – Neighborhood Clean-ups	Increased by \$19,500
Strategy 3 – Prevention Service Coordinator	Increased by \$12,067.50
Strategy 4 – City/County Right-of-Way Pick-up & Tagging Abatement	Increased by \$12,150
Strategy 5 – Code Enforcement (County)	Increased by \$4,858.82
Strategy 6 – Illegal Dumping Law Enforcement	Increased by \$9,302.34
Strategy 7 – Surveillance Cameras	No Change
Strategy 8 – Community Services Coordinator	Increased by \$13,686.91
Strategy 9 – Community-Based Projects	Increased by \$23,089.34
Strategy 10 – North Richmond Green Community Service Programs	Decreased by \$21,048

Strategy 11 – North Richmond Green Campaign	No Change
Strategy 12 – Community Garden Projects	Increased by \$476.18
Strategy 13– Urban Farm Dedication Project	Allocated \$105,000
Contingency	Increased by \$26,882.85

3. Attendance/Representation

The seven-member Committee is comprised of three Richmond City Council members, one member of the Board of Supervisors, two North Richmond Municipal Advisory Council (MAC) members that are residents of unincorporated North Richmond, and one incorporated North Richmond (NR) resident. Amended Committee Bylaws were approved in 2008, to allow designation of alternates and specifies procedures for removal of members based upon number of absences without prior notification. The below table includes each Committee member's attendance record as well as whether or not there was a quorum achieved for each meeting held in 2017.

The Alternate seats for the incorporated North Richmond Resident and North Richmond MAC Member remain vacant. The City & County will continue seeking volunteers that can be appointed to fill the vacant seats in 2018.

2017 Meeting Dates & Attendance

Committee Members & Alternates	Feb 17 2-4 pm	May 26 2-5 pm	Appointed By
Dr. Henry Clark – North Richmond MAC	No	No	County
Jovanka Beckles – Richmond City Councilmember	Yes	Yes	City
Eduardo Martinez, CHAIR – Richmond City Councilmember	Yes	Yes	City
John Gioia, Supervisor – Board of Supervisors	No	No	County
Gayle McLaughlin – Richmond City Councilmember	Yes	Yes	City
Beverly Scott, VICE CHAIR – North Richmond MAC	No	No	County
Annie King-Meredith – Incorporated N. Richmond Resident	Yes	Yes	City
Robert Rogers – Board of Supervisors, Alternate	Yes	Yes	County
N. Richmond MAC Member, Alternate	VACANT	VACANT	County
Incorporated N. Richmond Resident, Alternate	VACANT	VACANT	City
Quorum achieved	Yes	Yes	

4. Training/Certification

The County appointed Committee Members/Alternates submitted copies of their completed training certificates (Attachment 1).

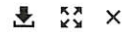
5. Proposed Work Plan/Objectives for Next Year

The Committee will have its next meeting on February 16, 2018. Anticipated topics to be discussed at this meeting are likely to include budget planning for the next Expenditure Plan cycle (FY 2018/2019), including future revenue projections, proposed funding allocations for existing and potential new strategies. On May 25, 2018, the Committee is expected to receive updates about mitigation funded strategies from the Community Service Coordinator and currently funded non-profits. The committee will also consider recommending approval of a new 2018/2019 Expenditure Plan to the County Board of Supervisors and Richmond City Council.

Attachment 1

[Back to Message](#) Training Certificaiotn Form_20... 1 / 1

Aug. 19, 2017



**Training Certification
For
Members of a County Advisory Body**

By signing below, I certify that on 8/19/17 I watched the entire Brown Act and Better Government Ordinance video, which is available on: 1) the Contra Costa County website, 2) CCTV, or 3) by requesting a copy from the County Administrator's Office.

By signing below, I certify that on _____, I watched the entire Ethics Orientation for County officials video which is available on: 1) the Contra Costa County website, 2) CCTV, or 3) by requesting a copy from the County Administrator's Office.

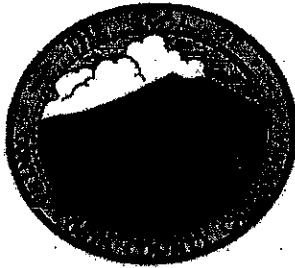
Harry Clark
(Name of Member)

8/19/2017
(Date)

NR maca
(Name of Advisory Body)

Council member
(Member's Seat Name)

Return this certification to the chair or staff of your advisory body. The advisory body staff should keep the original and send a copy to the Clerk of the Board of Supervisors. This certification should be included in your advisory body's annual report to the Board of Supervisors. All newly appointed members have 90 days to complete this training, and, it is recommended that the training be reviewed at two year intervals.



**Training Certification
For
Members of a County Advisory Body**

By signing below, I certify that on 8/30/2017, I watched the entire Brown Act and Better Government Ordinance video, which is available on: 1) the Contra Costa County website, 2) CCTV, or 3) by requesting a copy from the County Administrator's Office.

By signing below, I certify that on 8/30/2017, I watched the entire Ethics Orientation for County officials video which is available on: 1) the Contra Costa County website, 2) CCTV, or 3) by requesting a copy from the County Administrator's Office.

Beverly A. Scott-Washington
(Name of Member)

8/31/2017
(Date)

NRMAC
(Name of Advisory Body)

NRMAC
(Member's Seat Name)

Return this certification to the chair or staff of your advisory body. The advisory body staff should keep the original and send a copy to the Clerk of the Board of Supervisors. This certification should be included in your advisory body's annual report to the Board of Supervisors. All newly appointed members have 90 days to complete this training, and, it is recommended that the training be reviewed at two year intervals.



**Training Certification
For
Members of a County Advisory Body**

By signing below, I certify that on 12/21/15, I watched the entire Brown Act and Better Government Ordinance video, which is available on: 1) the Contra Costa County website, 2) CCTV, or 3) by requesting a copy from the County Administrator's Office.

By signing below, I certify that on 12/21/15, I watched the entire Ethics Orientation for County officials video which is available on: 1) the Contra Costa County website, 2) CCTV, or 3) by requesting a copy from the County Administrator's Office.

Robert Rogers
(Name of Member)

12/21/15
(Date)

North Richmond Mitigation Fund
(Name of Advisory Body)

Sup. John Gigig's seat
(Member's Seat Name)

Return this certification to the chair or staff of your advisory body. The advisory body staff should keep the original and send a copy to the Clerk of the Board of Supervisors. This certification should be included in your advisory body's annual report to the Board of Supervisors. All newly appointed members have 90 days to complete this training, and, it is recommended that the training be reviewed at two year intervals.

Amended

North Richmond Waste & Recovery Mitigation Fee 2017/18 Expenditure Plan

The Waste & Recovery Mitigation Fee was established as a result of the Draft Environmental Impact Report (EIR) dated November 2003 for the WCCSL Bulk Materials Processing Center (BMPC) and Related Actions (Project). The Project involved new and expanded processing and resource recovery operations on both the incorporated and unincorporated area of the Project site, which the EIR concluded would impact the host community. To mitigate this impact Mitigation Measure 4-5 called for a Mitigation Fee to benefit the host community, described as follows:

“Mitigation Fee. The facility operator shall pay a Mitigation Fee of an amount to be determined by the applicable permitting authority(ies) ***to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond and adjacent areas.*** The mitigation fee should be subject to the joint-control of the City and County and should be collected on all solid waste and processible materials received at the facility consistent with the existing mitigation fee collected at the Central IRRF.”

In July 2004, the City of Richmond and Contra Costa County entered into a Memorandum of Understanding (MOU) agreeing to jointly administer Mitigation Fee monies collected from the BMPC for the benefit of the incorporated and unincorporated North Richmond area. This North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee (Committee) was formed pursuant to the terms of the MOU for the specific purpose of preparing a recommended Expenditure Plan. This Expenditure Plan provides a means to jointly administer the Mitigation Fee funding for the benefit of the host community, as described in the EIR. The Expenditure Plan is subject to final approval of the Richmond City Council and the Contra Costa County Board of Supervisors.

By approving this Expenditure Plan, the City Council and Board of Supervisors authorize the use of Mitigation Fee funding for only the purposes and in the amounts specified herein. The City and County have each designated their respective staff persons responsible for administering the development and implementation of the approved Expenditure Plan, which includes responsibility for drafting and interpreting Expenditure Plan language. However, the City and County have not delegated to the Committee or to staff the authority to expend funding for purposes not clearly identified in the Expenditure Plan document officially approved by their respective decision-making bodies.

Activities which can be funded in this Expenditure Plan period with the Mitigation Fee amounts specified within this Expenditure Plan are described herein as “Strategies” or “Staff Costs”. Strategies are categorized as either “Core Services” or “Supplemental Enhancements”. Core Services includes the higher funding priority strategies that most directly address the intended purpose of this City/County approved Mitigation Fee, *“to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond”*.

All references to the “Mitigation Fee Primary Funding Area” or “Mitigation Fee Funding Area” pertain to the geographic area shown in the attached map (Attachment 6).

Expenditure Plan Period:	July 1, 2017 - June 30, 2018 (unless otherwise specified herein)
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BUDGET

The funding allocation amounts included in this document apply to the Expenditure Plan Period specified on the first page unless otherwise specified herein. The total amount of funding allocated in the Expenditure Plan Budget is based on revenue projections provided by the BMPC operator, Republic Service, which are dependant upon multiple variables (e.g. number of tons of recovered materials vs. solid waste, per ton gate rate charged and amount of CPI-adjusted per ton Mitigation Fee). Actual Mitigation Fee revenue may deviate from revenue projections provided by Republic and used to prepare this Budget. A "Contingency" line item is included in the Budget to help accommodate variations between projected and actual revenue. Excess funding allocated to strategies and not expended by the end of each Expenditure Plan period is treated as "roll-over" funding for reallocation in a subsequent Expenditure Plan period.

The Budget includes some line items that are based on fixed costs, however there are other line items which are scalable and/or dependant on utilization thereby providing flexibility to reallocate amounts if and when a significant need is identified. Allocated funding may remain unspent due to under-utilization of a particular program. If the amount allocated to a particular line item is determined to exceed needs based upon usage, the remaining funding can only be reallocated by officially amending the Expenditure Plan. This Expenditure Plan may only be adjusted upon official action taken by both the City and County. Although there has been some interest in allowing flexibility for staff to adjust funding allocations under specific circumstances, the authority to approve or modify the Expenditure Plan rests solely with the City Council and Board of Supervisors.

Annual fiscal year Expenditure Plan cycle is expected to reduce margin of error of Mitigation Fee revenue projects, streamline financial reconciliation/budgeting process and minimize need to amend Expenditure Plans mid-cycle. Amending Expenditure Plans involve administrative burden and costs due to the joint approval needed from both the Richmond City Council and County Board of Supervisors. In order to minimize the amount of funding needed to cover staff costs incurred to amend the Expenditure Plan, staff will only recommend changes to the Expenditure Plan when necessary to address a significant and time-sensitive need.

2017/2018 Expenditure Plan - North Richmond Waste & Recovery Mitigation Fee

	#	Expenditure Plan (EP) Strategy (EP Cycle: July 1, 2017 thru June 30, 2018)	Budget Allocations
Core Services	1	Bulky Item Pick-ups & Disposal Vouchers	\$ 2,000.00
	2	Neighborhood Clean-ups	\$ 30,000.00
	3	Prevention Services Coordinator	\$ 42,937.50
	4	City/County Right-of-Way Pick-up & Tagging Abatement	\$ 30,000.00
	5	Code Enforcement - County	\$ 102,056.22
	6	Illegal Dumping Law Enforcement	\$ 195,349.22
	7	Surveillance Cameras	\$ 2,000.00
Supplemental Enhancements	8	Community Services Coordinator	\$ 76,945.05
	9	Community-Based Projects ¹	\$ 143,089.34
	10	North Richmond Green Community Service Programs	\$ 20,042.00
	11	North Richmond Green Campaign	\$ 10,500.00
	12	Neighborhood Community Garden Projects ¹	\$ 58,482.44
	13	Urban Farm Park Dedication Project	\$ 105,000.00
		Contingency (approximately 13% of the Projected Revenue)	\$ 85,365.29
Subtotal (without Committee Staffing)			\$ 903,767.06
		Committee Administration/Staffing	\$ 81,140.22
Total Allocations to be Funded with 2017/18 Revenue & Unobligated Carry-Over Funding			\$ 984,907.28
Total Projected Revenue in 2017/18²			\$ 638,549.25
Unobligated (Not Spent) Carry-Over Funding from 2015/2016 Expenditure Plan³			\$ 307,358.03
Unobligated (Not Spent) Carry-Over Funding from 2016/2017 Expenditure Plan⁴			\$ 39,000.00
Obligated funding from 2016/17 Expenditure Plan to carry over into the 2017/2018 Expenditure Plan⁵			\$ 115,800.72
Total 2017/18 Expenditure Plan Budget			\$ 1,100,708.00

¹ Funding allocation(s) for Community-Based Projects under Strategy 9 of this Expenditure Plan are incorporated into the 2017/18 Community Based Projects Table (**Attachment 2**). Funding allocation(s) for Neighborhood Community Garden Project(s) under Strategy 12 are incorporated into the 2017/18 Neighborhood Community Garden Projects Table (**Attachment 4**). Both are included as part of the 2017/2018 Expenditure Plan.

² Total Projected Revenue shown above reflects the amount projected to be received between July 1, 2017 and June 30, 2018.

³ Amount shown includes roll-over funding of \$307,358.03 not spent or obligated to be spent from the prior 2015/16 Expenditure Plan. Based on "North Richmond Waste and Recovery Mitigation Fee 2015-16 Expenditure Plan Budget Summary Close-out" document approved by Committee at their meeting in May 2017.

⁴ Two (2) Community Based Projects under Strategy 9 withdrew their request to use funding in the 2016-17 Expenditure Plan. Funding of \$19,500 for Davis Chapel and \$19,500 for Verde Eco-Stewards (Total of \$39,000) is allocated as unobligated funding into the 2017-18 Expenditure Plan (**See notes section of Attachment 3 for details**).

⁵ Funding obligated for the projects included in previously approved EP under the Community Based Project Strategy (**See Attachment 3 - Allocating \$76,050**) and Neighborhood Community Garden Project(s) Strategy (**See Attachment 5 - Allocating \$39,750.72**) for a total of \$115,800.92 recommended to be carried over into the 2017/18 Expenditure Plan since activities are not expected to be completed by June 30, 2017.

G:\Conservation\Deidra\Illegal Dumping\BMPC Mitigation Fee Committee\EPs\2017-2018 Exp Plan\2017-18 EP Budget Table-Final.xlsx

DESCRIPTION OF STRATEGIES RECOMMENDED FOR FUNDING

Funding allocation amounts for each strategy are specified in the Budget table on page 3. The following Strategies describe the activities allowed to be funded with the amounts allocated to each in the Budget (associated allowable agency staff costs are described in the Staff Costs section). Strategies are grouped based on relative funding priority levels and the “Core Services” category contains higher priority Strategies than the “Supplemental Enhancements” category. Higher funding priority Strategies are those which best address the Fee’s intended purpose, ***“to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond”***) and “Supplemental Enhancements”.

Level 1 Priority - PRIMARY CORE SERVICES STRATEGIES

- 1 - Bulky Item Pick-ups & Disposal Vouchers
- 2 - Neighborhood Clean-up Events
- 4 - City/County Right-of-Way Trash & Tagging Removal
- 5 - Code Enforcement - County
- 6 - Illegal Dumping Law Enforcement

Level 2 Priority - SECONDARY CORE SERVICES STRATEGIES

- 3 - Prevention Services Coordinator
- 7 - Surveillance Cameras

Level 3 Priority - PRIMARY SUPPLEMENTAL ENHANCEMENTS STRATEGIES

- 8 - Community Services Coordinator
- 9 - Community Based Projects (SOME)
- 11 - North Richmond Green Campaign
- 12 - Neighborhood Community Garden Projects

Level 4 Priority - SECONDARY SUPPLEMENTAL ENHANCEMENTS STRATEGIES

- 9 - Community Based Projects (SOME)
- 10 - North Richmond Green Community Service Programs
- 13 - Urban Farm Park Dedication Project

CORE SERVICES

1. Bulky Item Pick-ups & Disposal Vouchers

Provide residents in the Mitigation Fee Primary Funding Area, who prove eligibility consistent with City/County procedures, with the option of choosing to:

- Request up to one on-call pick-up service per household per calendar year for bulky items that are not accepted in the current on-call clean-ups through Richmond Sanitary Service (RSS), only available to those with an active account with RSS; or
- Request up to twelve \$5 vouchers per household for disposal at Republic’s transfer station on Parr Blvd. per calendar year (vouchers expire after six months, Mitigation Fees only pay for vouchers that are actually redeemed).

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: City of Richmond

Implementing Entity(ies):

Community Housing Development Corporation *(processes requests and issues Disposal Vouchers/arranges Bulky Item Pick-ups)*

Republic Services - Golden Bear Transfer Station & Richmond Sanitary Service *(reimbursed for Disposal Vouchers redeemed and Bulky Item Pick-ups provided)*

Reporting/Payment Requirements: Effective July 1, 2012, CHDC and Republic Services shall provide required data pertinent to Strategy 1 based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

2. Neighborhood Clean-ups

Provide at least one neighborhood and/or creek clean-up event in the Mitigation Fee Funding Area; additional clean-up event may be scheduled as funding allows.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: City of Richmond

Implementing Entity(ies):

City Manager's Office *(coordinates scheduling of clean-up dates and associated arrangements in conjunction with partner entities)*

Republic Services - Richmond Sanitary Service *(reimbursed for providing/servicing clean-up boxes and disposing of debris placed in clean-up boxes)*

Reporting/Payment Requirements: Effective July 1, 2012, the City Manager's Office and Republic Services shall provide required data pertinent to Strategy 2 based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

3. Prevention Services Coordinator

Fund at least a portion of a Prevention Services Coordinator (PSC) position (including salary/benefits/overhead and administering agency contracting charge¹) on a contract basis to assist the City and County in implementing Strategy 1 as the point of contact for community members interested in claiming Disposal Vouchers or Bulky-Item Pick ups. Assist community members interested in reporting illegal dumping and seeking referral/resources. Track and report data related to illegally dumped waste collected by Republic Services Hot Spot Crew and handle associated referrals to applicable public agencies, including right-of-way referrals

¹ Administering agency contracting charge applies (\$3,000 per contract)

for Strategy 4. The PSC may also assist City and County with administering funding allocated to selected non-profit organizations under Strategies 9 and 12. *[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]*

Administering Agency: City of Richmond & Contra Costa County

Implementing Entity: Community Housing Development Corporation (CHDC)
*(reimbursed actual cost for part-time position and issues
Disposal Vouchers/arranges Bulky Item Pick-ups)*

Reporting/Payment Requirements: Effective July 1, 2012, CHDC shall provide required data pertinent to Strategy 1 and Strategy 3 based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

4. City/County Right-of-Way Pick-up & Tagging Abatement

Fund consolidated pick-up program (including personnel, mileage, equipment rental and administrative costs) for removal of illegal dumping and tagging abatement* in the public right-of-way located within the unincorporated & incorporated Mitigation Fee Primary Funding Area. Funding is intended to pay for removal of illegal dumping that occurs as a result of referrals from the Prevention Services Coordinator for items/debris not collected by the designated Republic Services Hot Spot Route crew.

* Allocation of funding under this Strategy for this Expenditure Plan cycle is primarily intended to cover the cost incurred for City/County Right-of-Way Pick-up activities throughout the Primary Funding Area. Funds for Tagging Abatement are not proposed to be allocated in this Expenditure Plan cycle.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: City of Richmond

Implementing Entity: Richmond Police Department's Code Enforcement Division

Reporting/Payment Requirements: Effective July 1, 2012, the Richmond Police Department's Code Enforcement Division shall provide required data pertinent to Strategy 4 based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

5. Code Enforcement Staff - County

Fund at least a portion of County code enforcement position (including salary/benefits and related vehicle and equipment costs), to assist with vacant/abandoned lot abatements and fencing as well as other health/building/zoning violations related to illegal dumping and blight throughout the unincorporated Mitigation Funding Area.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity: County Department of Conservation & Development's Building Inspection Division

Reporting/Payment Requirements: Effective July 1, 2012, the County Department of Conservation & Development's Building Inspection Division shall provide required data pertinent to Strategy 5 based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

6. Illegal Dumping Law Enforcement

Fund majority of a full-time Sheriff Deputy (between approximately 90-100% of salary/benefits, overtime, uniform and related cell phone, equipment, and vehicle costs) to assist with law enforcement investigations and patrols to combat illegal dumping within the Mitigation Fee Primary Funding Area.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity: County Sheriff's Office

Reporting/Payment Requirements: Effective July 1, 2012, the County Sheriff's Office shall provide required data pertinent to this Strategy based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

7. Surveillance Cameras

Fund the purchase of cameras, camera infrastructure, camera signage and costs related to maintenance, warranty, repair & relocation of surveillance camera system equipment within the Mitigation Fee Primary Funding Area to assist the dedicated Illegal Dumping Law Enforcement officer in targeting specific locations where illegal dumping occurs most regularly.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity(ies):

Richmond Police Department (*operate, move and maintain eight Pan-Tilt-Zoom wireless video surveillance cameras and associated camera system infrastructure throughout NR -AND- install/clean/move FlashCam cameras located within the incorporated NR area if funding is available*)

County Sheriff's Department (*coordinate monitoring of FlashCams located throughout NR and identify/request relocation of surveillance cameras throughout NR as needed*)

County Public Works Department (*install/clean/move FlashCam cameras located within the unincorporated NR area upon request if funding is available*)

Reporting/Payment Requirements: Effective July 1, 2012, each Implementing Entity shall provide required data pertinent to each entity's applicable Strategy 8 responsibilities based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers) now or in the future.

SUPPLEMENTAL ENHANCEMENTS

8. Community Services Coordinator

Fund at least a portion of a Community Services Coordinator (CSC) position to be staffed on a contract basis (including salary/benefits/overhead and administering agency contracting charge²). The CSC shall:

- serve as a link between the community of North Richmond, the City of Richmond, and Contra Costa County for issues related to beautification, illegal dumping, and blight using referral process identified by the City and County;
- coordinate outreach activities related to illegal dumping and beautification within the Primary Funding area, as specified by the City/County, including North Richmond Green community service programs and outreach activities described under Strategies 10 & 11; and
- be bilingual in order to assist with Spanish translation as needed.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: City of Richmond & Contra Costa County

Implementing Entity: Community Housing Development Corporation (CHDC).

Reporting/Payment Requirements: CHDC shall provide required data pertinent to Strategies 8, 10 & 11 based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

9. Community Based Projects

Fund the development, implementation and oversight of a variety of community-based projects with specific focuses on anti-littering, environmental stewardship, blight reduction and/or beautification (including personnel/labor, administrative oversight, materials, equipment and related maintenance costs plus administering agency contracting charges³). Rather than funding stipend programs separately (including stipends, administrative oversight and related materials/equipment), new community-based projects/programs should include component for stipends, where appropriate, to pay local youth and/or other community members for assisting with illegal dumping prevention/abatement or beautification activities within the Mitigation Fee Primary Funding Area. Community Based Projects to be

²Administering agency contracting charge is \$3,000 per contract.

³Administering agency contracting charge is \$3,000 per contract if directly contracting with City or County (in addition to the 20% allocation described in Administering Agencies section below).

funded were solicited through an open Funding Request Proposal & Application process. Examples of potential project types that may be funded include but are not limited to:

- a. Neighborhood Landscaping Improvements
- b. Community Art Projects (e.g. Tile Art, Murals or Safe Routes/Popsicle Project)
- c. Stipend Beautification Programs

Details, including recommended allocation amounts, for each of the selected Community Based Projects to be funded under this Expenditure Plan are contained in the Community Based Projects Tables included as Attachments 2 & 3. Funding for carry-over Projects in Attachment 3 is not included in the amount listed under Strategy 9 in the Budget.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agencies: Contra Costa County and City of Richmond and/or Community Housing Development Corporation (CHDC) on behalf of the City or County. CHDC may, under contract with either the City or County as a Administering Agency, administer Community Based Project contracts funded under this Strategy for some or all of the new Community Based Projects selected for funding in the 2017/2018 Expenditure Plan cycle. CHDC shall use no more than twenty (20) percent (%) of the total amount awarded to each Community-Based Project (after subtracting City/County contracting cost) listed in Attachment 2 to oversee project implementation, including facilitating review/assessment of reports' and deliverables. Payments to Implementing Entities for Community-Based Projects shall not be issued by CHDC without the written approval of City and County Committee Staff.

Implementing Entity: Various Non-Profit Organizations and/or County Housing Authority (see Community Based Projects Tables in Attachments 2 and 3)

Reporting/Payment Requirements: Any Community Based Project contracts issued or amended by the City/County shall incorporate Reporting & Invoicing Requirements generally consistent with those shown in Attachment 1. Community-Based Project contracts being administered by CHDC on behalf of either the City or County shall also incorporate Reporting and Invoicing Requirements generally consistent with those shown in Attachment 1. Attachment 1 only applies to Community-Based Project contracts with the Implementing Entities. The City and/or County will issue advance payments to CHDC, as needed, to ensure there is adequate funding available to payments requested by Implementing Entities if and when authorized by City and County Staff. Additionally, CHDC would be subject to contractual payment and reporting provisions that differ from those in Attachment 1 due to the nature of the services to be provided.

10. North Richmond Green Community Services Programs

Fund the following North Richmond Green programs on a contract basis⁴ to the extent the specific details submitted are determined to align with the purpose of the Mitigation Fee and Expenditure Plan:

- *NR Little League Baseball Program* - Includes cost of registration and uniforms with customized North Richmond Green patches for up to 5-6 teams, season kick-off event/parade, equipment, stipends for game monitoring and oversight, food and transportation.
- *NR Adult Softball program* - Includes cost of registration, jerseys with North Richmond Green patches and hats for the men's and women's team.
- *NR Youth Twilight Basketball Program* - Includes cost of registration and uniforms with North Richmond Green patches for up to 5-6 teams, equipment, stipends for game monitoring and oversight, food and transportation.
- *NR Youth Eco Academy* - Youth projects to include school gardens, recycling efforts, habitat restoration, creek/bay/ocean water quality monitoring, beach/creek/neighborhood clean-ups and ecological field trips. May fund the cost of materials, transportation and fees associated with pre-approved community beautification projects such landscaping and murals.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: City of Richmond & Contra Costa County

Implementing Entity: **Community Housing Development Corporation (CHDC).**

Reporting/Payment Requirements: CHDC shall provide required data pertinent to Strategies 8, 10 & 11 based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

11. North Richmond Green Campaign

Fund the design, printing and/or distribution of education and outreach materials on a contract basis⁴ which must align with the purpose of the Mitigation Fee and Expenditure Plan and be pre-approved by Committee Staff. Outreach materials must include "Jointly funded by City of Richmond & Contra Costa County" unless otherwise specified herein. Outreach materials may be any of the types specified below, however must clearly intend to directly:

- Inform the community about Mitigation Fee funded programs/efforts,
- Increase participation in Mitigation funded programs/efforts,
- Reduce illegal dumping and blight in the Mitigation Fee Funding Area, and/or
- Promote beautification in the Mitigation Fee Funding Area.

The following type of outreach material expenditures may be funded if reviewed and pre-approved by Committee Staff:

⁴ Administering agency contracting charge applies (\$3,000 per contract)

- STIPENDS – Pay local community members (youth and adults) to distribute printed outreach materials door-to-door to promote mitigation-funded strategies (*Jointly Funded text not applicable to stipend expenses, only materials*)
- HANDOUTS/MAILERS – Newsletters, flyers, brochures or other documents intended to be handed out or mailed to local residents/organizations.
- T-SHIRTS - Shirts shall include the NRGreen.org website to encourage people to learn more about Mitigation funded programs/efforts (*local phone number should also be included when possible, however inclusion of Jointly Funded text may not be required*)
- NR GREEN FESTIVAL – Event held once per year and generally include information booths to raise awareness about mitigation-funded efforts and other local beautification efforts as well as fun activities for kids and food. Materials promoting the event shall include the NRGreen.org website as well as a local phone number.
- SIGNAGE – Printed or manufactured signage, which includes promotional banners for local events/parades, which should include the NRGreen.org website for Community members to learn more about Mitigation funded programs/efforts. Repair, replacement and removal of NRMF-funded Light Pole Banners.

[See “Staff Costs” section for agency activities that may also be funded under this Strategy.]

Administering Agency: City of Richmond & Contra Costa County

Implementing Entity: **Community Housing Development Corporation (CHDC).**

Reporting/Payment Requirements: CHDC shall provide required data pertinent to Strategies 8, 10 & 11 based upon the strategy-specific invoicing/reporting parameters and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

12. Neighborhood Community Garden Projects

Fund on-going maintenance and up-keep of existing community gardens within the Primary Funding Area, which may include a component for stipends, where appropriate, to pay local youth and/or other community members for assisting with Community Garden upkeep and maintenance.

Neighborhood Community Garden Projects to be funded were solicited through an open Funding Request Proposal & Application process. Projects selected under this Strategy could be funded on an on-going basis if separately awarded funding in multiple Expenditure Plan cycles.

Details, including recommended allocation amounts, for each of the selected Neighborhood Community Garden Projects are included in Attachment 4.

[See “Staff Costs” section for agency activities that may also be funded under this Strategy.]

Administering Agencies: Contra Costa County, City of Richmond and/or Community Housing Development Corporation (CHDC)⁵ on behalf of the City or County. CHDC may, under contract with either the City or County as the Administering Agency, administer Neighborhood Community Garden Project contracts being funded under this Strategy for some or all of the Neighborhood Community Garden Project non-profit organizations selected for funding in the 2016/2017 Expenditure Plan cycle. CHDC shall use no more than twenty (20) percent (%) of the total amount awarded to each Project to oversee project implementation, including facilitating review/assessment of reports and deliverables. Payments to Implementing Entities for Neighborhood Community Garden Projects shall not be issued by CHDC without the written approval of both City and County Committee Staff.

Implementing Entity: Various Non-Profit Organizations (see Neighborhood Community Garden Projects Table in Attachment 4)

Reporting/Payment Requirements: Any Neighborhood Community Garden Project contracts issued or amended by the City/County shall incorporate Reporting & Invoicing Requirements generally consistent with those shown in Attachment 1. Neighborhood Community Garden Project contracts being administered by CHDC on behalf of either the City or County shall also incorporate Reporting & Invoicing Requirements generally consistent with those shown in Attachment 1. Attachment 1 only applies to the Neighborhood Community Garden Project contracts with the Implementing Entities. CHDC would be subject to contractual payment and reporting provisions that differ from those in Attachment 1 due to the nature of the services to be provided. The City and/or County will issue advance payments to CHDC, as needed, to ensure there is adequate funding available to payments requested by Implementing Entities if and when authorized by City and County Staff.

13. Urban Farm Park Dedication Project

Fund a portion of the County Park Dedication project, known as the Roots and Restoration Farm ("Farm"), involving development of a 3.1 acre Agricultural Park and Riparian Restoration Learning Center located in North Richmond at 323 Brookside Drive. Funding maybe used for Environmental Site Analysis / Studies, Community Outreach and Engagement, and other interim activities directly associated with Farm development which may include the purchase of farm amenities.

Administering Agency: Contra Costa County

Implementing Entity: Urban Tilth (non-profit)

Reporting/Payment Requirements: Prior to any NRMF funded payments being issued for this project, all invoices submitted by Implementing Entity shall be accompanied with applicable substantiating documentation based on the Reporting & Invoicing Requirements shown in Attachment 1.

STAFF COSTS

Committee Administration/Staffing Funding: The funding allocated for Committee Administration/Staffing may not be adequate to cover the full cost of staff time necessary for jointly staffing the North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee as well as developing, administering and overseeing this Expenditure Plan for the specified period. Supplemental funding allocation may be necessary upon determining actual costs exceed the amount budgeted to cover the intended City/County costs for joint staffing.

Strategy-Specific Funding: The cost of City/County staff time spent providing direct implementation assistance and/or coordination for specific Strategies may be covered with a portion of the NRMF funding budgeted for each applicable Strategy. Additionally, a portion of the NRMF funding budgeted for Strategies will be used to pay fixed administering agency contracting charge for each applicable contract (Currently \$3,000 per contract. An additional \$3,000 may be added to a contract amendment to add additional funding or nonprofits to a contract during an existing contract cycle) unless otherwise specified herein.

Community-Based Project & Neighborhood Community Garden Project Reporting and Invoicing Requirements

Substantially equivalent language to be included in all NRMF-funded Community Project Agreements/Amendments

Contractor shall submit Progress Reports, using attached City/County provided template, in conjunction with each invoice covering the period since last report/invoice submitted, consistent with the Payment Provisions (Specify the Section of the Service Plan of the Agreement). Contractor shall monitor, document, and report all Participants activities and other costs for which reimbursement will be requested. Upon completion of work, Contractor shall submit a Final Report, using attached City/County provided template, in conjunction with the final invoice.

Authorized Advance Payments: In order to receive any potential payment in advance, such must be authorized for the specified Project in Attachment 2 of the Expenditure Plan approved by both the County Board of Supervisors and Richmond City Council. No Contractor authorized for advance payment may receive more than ten (10) percent (%) of the approved Implementing Entity Award for this Project. In order to seek potential payment in advance, the Contractor shall submit a written request to both the City and County Committee Staff detailing the reason(s) advance payment is necessary and the amount of funding requested in advance (not to exceed 10% of total award) specifying which applicable allowable expenses would be covered by such payment.

Contractor shall submit invoices and required supporting documentation requesting reimbursement for allowed costs in the Budget contained in the “Eligible Costs” Section, which together may not total more than \$ (enter applicable contract amount).

1. **Invoices:** Invoices shall contain the following information in sufficient detail and be submitted in a form which adequately demonstrates consistency with this Service Plan. Invoices shall be accompanied by the applicable Required Supporting Documentation described in the following subsection.
 - a. Number of hours per staff member being billed for which stipends have been paid,
 - b. Number of hours Contractor staff performed work per Task described herein at the rates allowed in the “Eligible Costs” Section, and
 - c. Separately identify number of hours spent attending North Richmond Green Meetings (Attendance Required at least Quarterly).
 - d. Itemization of any other direct costs (e.g. supplies, travel, operating expenses, etc.) incurred for which reimbursement is being requested within that invoice period.
2. **Required Supporting Documentation:** The following Required Supporting Documentation must be submitted with invoices when applicable as described below.
 - a. Every invoice must be accompanied by a Progress Report, with the exception of the final invoice which must be accompanied by a Final Report. Both types of Reports must contain all of the information specified in the City/County provided Report templates.
 - b. If stipends are included in an invoice, such invoice must be accompanied by copies of Interns daily logs or timesheets covering all stipend hours for which reimbursement is being requested.
 - c. If staff time is included in an invoice, such invoice must be accompanied by copies of timesheets covering all staff hours for which reimbursement is being requested.

- d. If an invoice is requesting reimbursement of any other direct costs (any costs other than staff time or stipends), such invoice must be accompanied by copies of actual itemized invoices or receipts for all applicable direct costs (bus transportation or curriculum materials). If an invoice is requesting reimbursement for copying or printing, at least one copy of the printed item should accompany the invoice.

City/County shall review submitted invoices and supporting documentation within a reasonable period of time and remit payment to Contractor promptly upon determining the purpose and amount of payment requested are authorized under this Agreement.

G:\Conservation\Deidra\Illegal Dumping\BMPC Mitigation Fee Committee\Meetings\2015 Meetings\05-29-2015\NRMF 2015-16 Exp Plan Attachment 1.doc

North Richmond Waste & Recovery Mitigation Fee Community-Based Project Progress Report

Organization: _____

Contact Person: _____

Progress Report Period: _____ - _____

Project Expenses to Date: *Attach completed Progress Report to each Invoice being submitted for any reimbursable costs incurred during this Progress Report Period.*

Brief Description of the Project:

Provide a brief description of the project activities/services your Organization is providing with this North Richmond Mitigation Fee (NRMF) funding. Funded activities must be consistent with the signed Agreement.

Tasks Accomplished to Date:

Describe the various tasks that your Organization has completed in whole or in part during the Progress Report Period (can be bullet points). [Save for use/reference when preparing Final Progress Report.]

Materials Produced to Date:

Provide a listing of any materials/documents produced during this Progress Report period as a part of this project (e.g. pictures, surveys, handouts, work products, etc.) and attach copies of each.

Number of Persons Served to Date:

Provide total number served from the NRMF Funding Area during this Progress Report period.

Provide total number served from outside the NR Funding Area during this period.

Provide total number of residents paid with NRMF funding during this period.

North Richmond Green Meeting Attendance to Date:

Specify which monthly North Richmond Green meetings (list meeting dates) your Community Based Project representative(s) attended during this Progress Report period. [Must attend at least once per quarter]

MEETING DATE(s): _____ ATTENDEE NAME(s): _____

Successes to Date:

Identify whether and how your project is addressing the intended problems associated with illegal dumping (be specific). Describe any other beneficial outcomes/success stories resulting from your project activities to date.

Challenges to Date:

List any and all issues/problems (e.g. change in personnel, inadequate public awareness, applicability of regulatory restrictions/requirements, etc.) identified during this period which may impact the project's ability to achieve the intended outcome(s) identified by your Organization. Include all challenges/obstacles/barriers that may inhibit or compromise your ability to address the intended illegal dumping problem(s).

Lessons Learned to Date & Feedback from Participants/Community:

Share any lessons learned from participants, staff and/or the community during this Progress Report period.

Provide any feedback about the NRMF-funded project/program received from participants and/or community members (such as copies of quotes, emails/letters and completed surveys/evaluations).

Other Project Information:

Provide any additional information about your organization's work that did not fit in any of the other sections, including description(s) of any additional services or enhanced activities provided beyond those specified.

North Richmond Waste & Recovery Mitigation Fee Community-Based Project Final Progress Report

Organization: _____
Contact Person: _____
Contract Period: _____ - _____

Final Project Expenses: Attach completed Final Progress Report to the Final Invoice being submitted for any reimbursable costs not included on invoice(s) submitted with prior Progress Report(s).

Brief Description of the Project:

Provide a brief description of the project activities/services your Organization provided with this North Richmond Mitigation Fee (NRMF) funding. Funded activities must be consistent with the terms of your signed Agreement.

Tasks Accomplished:

Describe all project tasks/activities that your Organization completed during the entire contract period. Summarize any work completed not previously reported and consolidate with updated information from prior Progress Reports.

Materials Produced:

Provide a listing of any materials/documents produced as a part of the program (e.g. pictures, surveys, handouts, work products, etc.). Attach copies of anything not included with prior Progress Reports submitted.

Number of Persons Served:

Provide total number served from the NRMF Funding Area during the entire contract period. _____

Provide total number served from outside the NR Funding Area during the entire contract period. _____

Provide total number of residents paid with NRMF funding during the entire contract period. _____

North Richmond Green Meeting Attendance:

Specify which monthly North Richmond Green meetings (list all meeting dates) your Community Based Project representative(s) attended during the contract period. [Must attend at least once per quarter]

MEETING DATE(s): _____ ATTENDEE NAME(s): _____

Successes:

Identify extent to which your project addressed the intended problems associated with illegal dumping and how (be specific). Describe any other beneficial outcomes/success stories resulting from your project activities.

Challenges:

Explain why your Organization was not able to achieve the intended project outcomes and/or address the illegal dumping problems previously identified, if applicable. Include any challenges/obstacles/barriers (e.g. personnel changes, lack of public awareness, previously unknown regulatory restrictions/requirements, etc.) that compromised or inhibited your project's success in addressing problems associated with illegal dumping.

Lessons Learned & Feedback from Participants/Community:

Share any lessons learned from participants, staff and/or the community during the contract period.

Summarize all participant and/or community feedback received about this NRMF-funded project/program (attach any findings/summary of final project evaluation and copies of related documents not previously submitted).

Other Project Information:

Provide any additional information about your organization's work that did not fit in any of the other sections, including description(s) of any additional services or enhanced activities provided beyond those specified.

Attachment 2 - Community Based Projects Table (Strategy 9)

2017/2018 Expenditure Plan Funding Allocations for Projects recommended for City/County approval by the North Richmond Mitigation Fee Committee

The NRMF Committee recommended at total of **\$143,089.34 be allocated in 2017/2018 for Community Based Projects** . In February 2017, the NRMF Committee recommended an allocation of \$120,000.00 for 2017/18 Community Based Projects. These funds were recommended for allocation to the same projects that were allocated funding in the 2016/2017 Expenditure Plan. The Committee recommended allocation of this funding based on a Funding Request Proposal released on January 12, 2016 by Committee Staff and Proposals submitted by eligible non-profit organizations on February 2, 2016. The project selections, funding recommendations and number of non-profits selected by the Committee are shown below for the 2017/2018 Expenditure Plan. In May 2017, the NRMF Committee recommended that an additional \$23,098.34 also be allocated to one of the organizations to assist with cutting the grass and picking up small trash on the Housing Authority Las Deltas property.

New Community Based Projects Recommended for Funding in 2017/2018

Implementing Entity Organization / Fiscal Sponsor (if applicable)	Project Title	Advance Payment Allowed (Up to 10% of Implementer Award Amount) Yes/No	Requested Amount	Total Award Amount	County Contracting Cost to Contract with CHDC ¹	CHDC Contracting Cost (20%) to Manage Non- Profits	Non-Profit Implementer Award Amount for Project ¹	Notes
City of Richmond	Love Your Block	No	\$ 20,000.00	\$ 20,000.00	\$ 500.00	\$ 3,900.00	\$ 15,600.00	Project began in 2016-17 EP and is currently in process
Davis Chapel Christian Methodist Episcopal Church	Davis Chapel Community Impact	Yes	\$ 30,000.00	\$ 25,000.00	\$ 625.00	\$ 4,875.00	\$ 19,500.00	Project to begin July 2017
Reach Fellowship	North Richmond Cleanup Project	Yes	\$ 30,000.00	\$ 25,000.00	\$ 625.00	\$ 4,875.00	\$ 19,500.00	Project began in 2016-17 EP and is currently in process
City of Richmond / Urban Tilth	Richmond Tool Lending Library	Yes	\$ 29,943.00	\$ 25,000.00	\$ 625.00	\$ 4,875.00	\$ 19,500.00	Project began in 2016-17 EP and is currently in process
Verde Eco-Stewards Voyage / West Contra Costa Public Education Fund	Community Working Together	Yes	\$ 30,521.00	\$ 25,000.00	\$ 625.00	\$ 4,875.00	\$ 19,500.00	Project to begin July 2017

New Special Community Based Project Recommended for funding in 2017/2018

Urban Tilth	Clean Housing Authority Property in North Richmond	Yes	Not applicable	\$ 23,089.34	\$ 3,000.00	\$ 4,017.87	\$ 16,071.47	New proposed Project for 2017-18
Total Funding Requested/Allocated				\$ 143,089.34	\$ 6,000.00	\$ 27,417.87	\$ 109,671.47	

¹ Costs to have 3rd party organization (CHDC) manage and oversee contracts with Organizations selected for funding is up to twenty (20) percent (%) of award amount after first taking out City/County Contracting cost for \$3,000 for City/County to contract directly with CHDC to have CHDC administer non-profit contracts. Amounts not needed for contracting costs may be made available to pay implementing entities for additional CBP costs.

Attachment 3 - Community Based Projects Table (Strategy 9)

Obligated funding allocated for Community Based Projects in the 2016/17 Expenditure Plan recommended to be included in the 2017/2018 Expenditure Plan to allow completion of work beyond June 30, 2017.

Community Based Projects Carried Over From 2016/17 Expenditure Plans													
Organization / Fiscal Sponsor (if applicable)	Project Title	Advance Payment Allowed (Up to 10% of Award)	Total Requested Amount	Non-Profit Award for Project	County Contracting Agency Allocation	County Contracting Cost in 2016/17	CHDC Contracting Allocation (20%) to Manage Non-Profits	CHDC Contracting Cost in 2016/17 (YTD)	Total for Project Award & Contract	Non-Profit Award Amount Spent/Invoices Approved (YTD)	Non-profit Amount Remaining to be Spent	Total Amount Remaining to be Spent	Notes
City of Richmond	Love Your Block	No	\$ 20,000.00	\$ 15,600.00	\$ 500.00	\$500.00	\$ 3,900.00	\$0.00	\$20,000.00	\$0.00	\$15,600.00	\$19,500.00	Project in Process
Davis Chapel Christian Methodist Episcopal Church	Davis Chapel Community Impact	Yes	\$ 30,000.00	\$ 19,500.00	\$ 625.00	\$625.00	\$ 4,875.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$4,875.00	Withdrew request to use funding. Non-profit award amount (\$19,500) allocated to 2017-18 EP as unobligated funds.
Reach Fellowship	North Richmond Cleanup Project	Yes	\$ 30,000.00	\$ 19,500.00	\$ 625.00	\$625.00	\$ 4,875.00	\$0.00	\$25,000.00	\$1,950.00	\$17,550.00	\$22,425.00	Project in Process
City of Richmond / Urban Tilth	Richmond Tool Lending Library	Yes	\$ 29,943.00	\$ 19,500.00	\$ 625.00	\$625.00	\$ 4,875.00	\$0.00	\$25,000.00	\$0.00	\$19,500.00	\$24,375.00	Project in Process
Verde Eco-Stewards Voyage / West Contra Costa Public Education Fund	Community Working Together	Yes	\$ 30,521.00	\$ 19,500.00	\$ 625.00	\$625.00	\$ 4,875.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$4,875.00	Withdrew request to use funding. Non-profit award amount (\$19,500) allocated to 2017-18 EP as unobligated funds.
2016/17 Community Based Project SUBTOTAL:			\$ 140,464.00	\$ 93,600.00	\$ 3,000.00	\$3,000.00	\$ 23,400.00	\$0.00	\$ 120,000.00	\$ 1,950.00	\$ 52,650.00		
Total Obligated Community Based Project Funding to be Carried Over Into 2017/2018 EP ¹												\$76,050.00	

¹ Amount shown is the total of Community-Based Projects funding for Strategy 9 to be Carried Over into 2017/18 Expenditure Plan. \$19,500 for Davis Chapel Community Impact project and \$19,500 for Community Work Together Project are allocated as Unobligated funds (Total of \$39,000) into the 2017-18 Expenditure Plan.

Attachment 4 - Neighborhood Community Garden Projects (Strategy 12)

Funding Allocations for 2017/18 Neighborhood Community Garden Projects recommended for City/County approval by the North Richmond Mitigation Fee Committee

In February 2017, the NRMF Committee recommended an allocation of **\$58,482.44 for Neighborhood Community Garden Projects**. The Committee recommended allocation of this funding based on a Funding Request Proposal released on January 12, 2016 by Committee Staff and Proposals submitted by eligible non-profit organizations by February 2, 2016. The project selections and funding recommendations made by the Committee are shown in the below Table.

New Neighborhood Community Garden Projects Recommended for Funding in 2017/2018								
Implementing Entity / Fiscal Sponsor (if applicable)	Project Title	Advance Payment Allowed (Up to 10% of Implementer Award Amount) Yes/No	Requested Amount	Total Award Amount	County Contracting Cost with CHDC¹	CHDC Contracting Cost (20%) to Manage Non- Profits	Non-Profit Implementer Award Amount for Project	Notes
Communities United Restoring Mother Earth (CURME) / Greater Richmond Interfaith Program	Lots of Crops	No	\$ 20,000.00	\$ 15,095.24	\$ 774.35	\$ 2,864.18	\$ 11,456.71	Selected organization(s) may be asked to submit scaled-back Scope of Work describing what element(s) of their selected project they are proposing to complete with the amount available.
Urban Tilth	Cultivating Hope: Maintaining North Richmond Gardens	Yes	\$ 20,000.00	\$ 15,095.24	\$ 774.35	\$ 2,864.18	\$ 11,456.71	
Neighborhood House of North Richmond	North Richmond Native Plant Communities Garden Project: Gardent Care Team	Yes	\$ 20,000.00	\$ 13,101.48	\$ 672.07	\$ 2,485.88	\$ 9,943.53	
Davis Chapel	DCNET Community Garden	Yes	\$ 20,000.00	\$ 10,095.24	\$ 517.86	\$ 1,915.48	\$ 7,661.90	
Contra Costa County Service Integration Team (SIT) / Greater Richmond Interfaith Program (GRIP)	Contra Costa County Service Integration, Family Service Center, Build Men and Women	No	\$ 10,500.50	\$ 5,095.24	\$ 261.37	\$ 966.77	\$ 3,867.09	
Total Funding Requested/Allocation Recommended			\$ 90,500.50	\$ 58,482.44	3,000.00	11,096.49	\$ 44,385.95	

¹ Costs to have 3rd party organization (CHDC) manage and oversee contracts with Organizations selected for funding is up to twenty (20) percent (%) of award amount after first taking out City/County Contracting cost of \$3,000 for City/County to contract directly with CHDC to have CHDC administer non-profit contracts.

Attachment 5 - Neighborhood Community Garden Projects (Strategy 12)

Obligated funding allocated for Community Garden Projects in the 2016/17 Expenditure Plan recommended to be included in the 2017/2018 Expenditure Plan to allow completion of work beyond June 30, 2017.

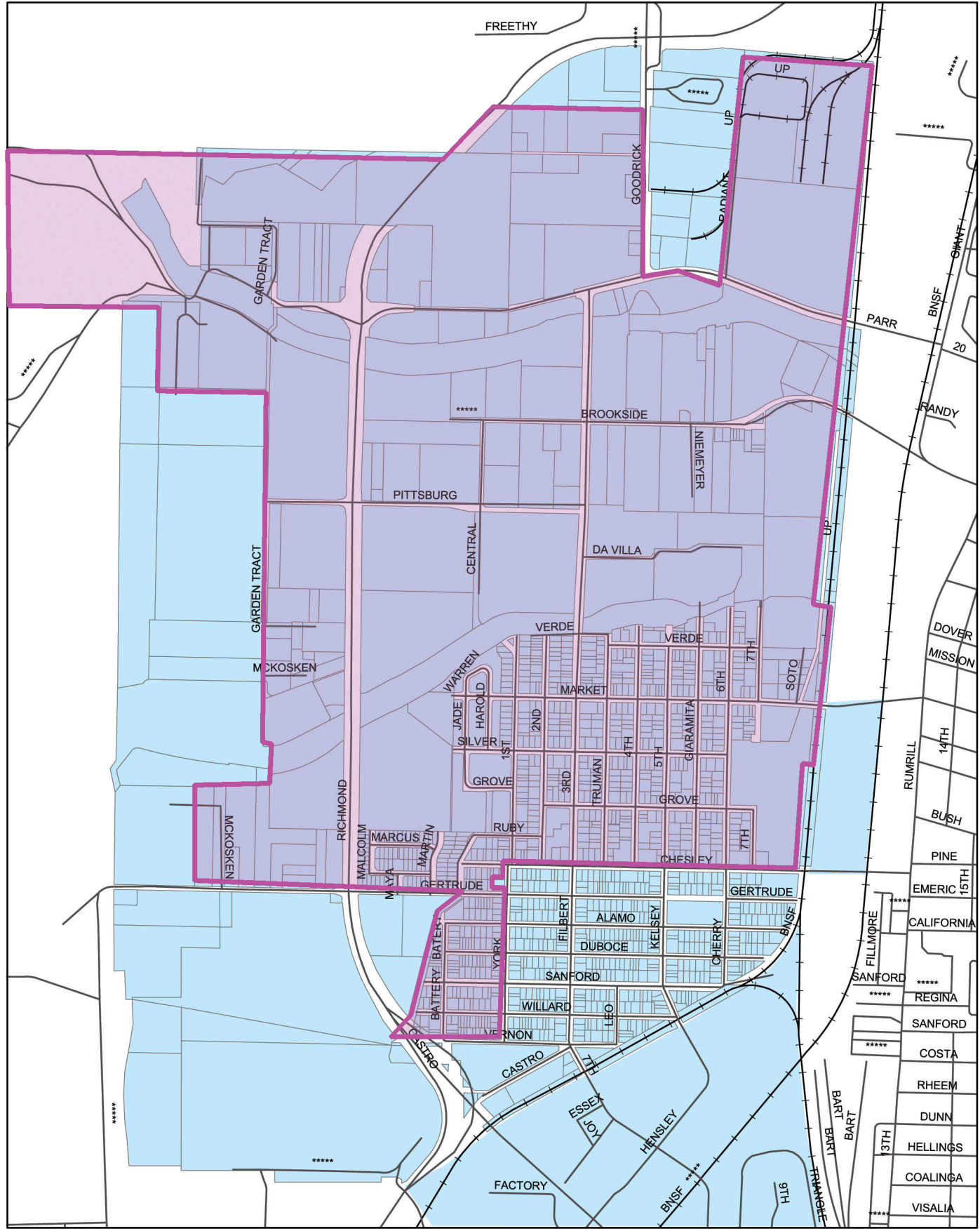
Community Garden Projects Carried Over From 2016/2017 Expenditure Plan

Implementing Entity / Fiscal Sponsor (if applicable)	Project Title	Advance Payment Allowed (Up to 10% of Award)	Total Allocated Amount	Non-Profit Implementer Award Amount for Project	County Contracting Agency Allocation ¹	County Contracting Cost in 2016/17	CHDC Contracting Cost (20%) to Manage Non-Profits	CHDC Contracting Cost in 2016/17	Non-Profit Award Amount Spent/Invoices Approved	Non-profit Amount Remaining to be Spent	Amount Remaining to be Spent	Notes
Communities United Restoring Mother Earth (CURME) / Greater Richmond Interfaith Program	Lots of Crops	No	\$ 15,000.00	\$ 11,379.38	\$ 775.78	\$ 775.78	\$ 2,844.84	\$ -	\$ 2,530.00	\$ 8,849.38	\$ 11,694.22	These projects are on-going.
Contra Costa County Service Integration Team (SIT) / Community Housing Development Corporation (CHDC)	Contra Costa County Service Integration, Family Service Center, Build Men and Women	No	\$ 5,000.00	\$ 3,793.13	\$ 258.59	\$ 258.59	\$ 948.28	\$ -		\$ 3,793.13	\$ 4,741.41	
Neighborhood House of North Richmond	North Richmond Native Plant Communities Garden Project: Garden Care Team	Yes	\$ 13,006.26	\$ 9,866.88	\$ 672.66	\$ 672.66	\$ 2,466.72	\$ -	\$ 6,378.97	\$ 3,487.91	\$ 5,954.63	
Urban Tilth	Cultivating Hope: Maintaining North Richmond Gardens	Yes	\$ 15,000.00	\$ 11,379.38	\$ 775.78	\$ 775.78	\$ 2,844.84	\$ -	\$ 6,346.57	\$ 5,032.81	\$ 7,877.65	
Davis Chapel Neighborhood Enhancement Team (DCNET)	Davis Chapel A. Moore NR Community Garden	Yes	\$ 10,000.00	\$ 7,586.25	\$ 517.19	\$ 517.19	\$ 1,896.56	\$ -		\$ 7,586.25	\$ 9,482.81	
2016/17 Community Garden Project SUBTOTAL:			\$ 58,006.26	\$ 44,005.02	\$ 3,000.00	\$ 3,000.00	\$ 11,001.24	\$ 0.00	\$ 15,255.54	\$ 28,749.48	\$ 39,750.72	
Total Obligated Community Garden Project Funding to be Carried Over Into 2017/2018 EP											\$ 39,750.72	

¹ Costs to have 3rd party organization (CHDC) manage and oversee contracts with Organizations selected for funding is up to twenty (20) percent (%) of award amount after first taking out City/County Contracting cost of \$3,000 for City/County to contract directly with CHDC to have CHDC administer non-profit contracts.

North Richmond Waste & Recovery Mitigation Fee Funding Area

 Incorporated (City)  Unincorporated (County)

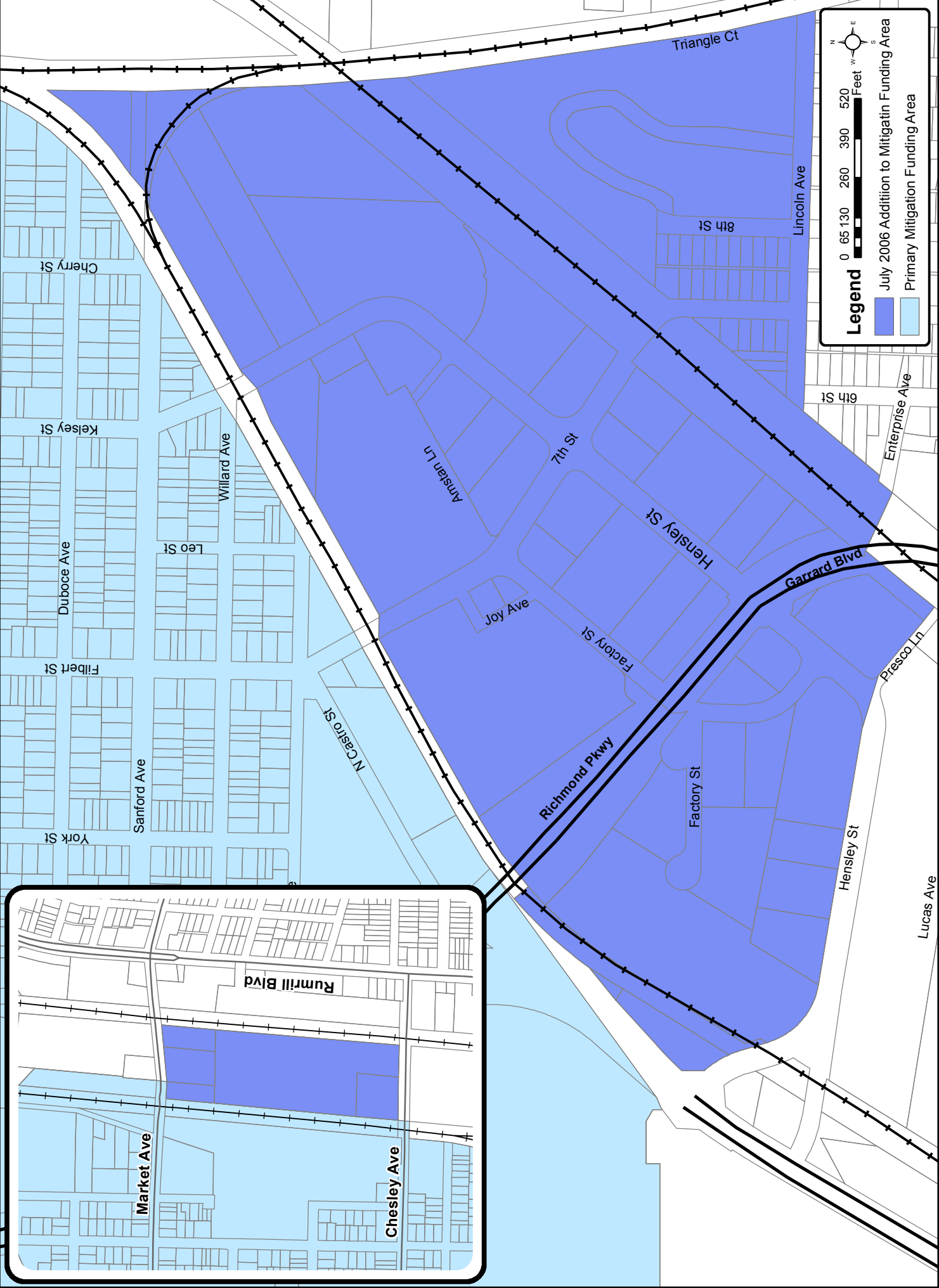


Contra Costa County
Community Development Department

*Southern boundary
shown on back side*

Map contains copyrighted information
Revised on 7/28/2006

Committee Approved Additions to Primary Mitigation Funding Area





**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Contract #23-493-2 with John Muir Health, Inc. (dba John Muir Medical Center – Walnut Creek Campus)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-493-2 with John Muir Health Inc. (dba John Muir Medical Center – Walnut Creek Campus), a non-profit corporation, to designate John Muir Health Inc. as a Primary Stroke Center (PSC) to assist patients who have been assessed by ambulance personnel with a suspected stroke, for the period from January 1, 2018 through December 31, 2020.

FISCAL IMPACT:

No general fund impact. Emergency Medical Services (EMS) staff costs to be covered under County Service Area EM-1 and charges to participating hospitals.

BACKGROUND:

On January 6, 2015, the Board of Supervisors approved Contract #23-493-1 with John Muir Health Inc. (dba John Muir Medical Center-Walnut Creek Campus), to act as a designated PSC to assist patients who have been assessed by ambulance personnel with a suspected stroke, for the period from January 1, 2015 through December 31, 2017.

Approval of Contract #23-493-2 will allow John Muir Medical Center – Walnut Creek Campus to continue as a designated PSC that is prepared to respond with emergency department teams in consultation with neurologists, to promptly intervene when notified of the pending arrival of a stroke patient, through December 31, 2020. This contract includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this contract.



APPROVE



OTHER



RECOMMENDATION OF CNTY



RECOMMENDATION OF BOARD

ADMINISTRATOR

COMMITTEE

Action of Board On: **12/12/2017**



APPROVED AS



OTHER

RECOMMENDED

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: Stephanie Mello, Deputy

Contact: Patricia Frost
925-313-9554

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, designation of this facility as a Primary Stroke Center will impede the implementation of a coordinated stroke system in Contra Costa County.



**Contra
Costa
County**

To: Board of Supervisors
From: William Walker, M.D., Health Services Director
Date: December 12, 2017

Subject: Contract #23-494-2 with John Muir Health, Inc. (dba John Muir Medical Center – Concord Campus)

RECOMMENDATION(S):

Approve and authorize the Health Services Director, or his designee, to execute, on behalf of the County, Contract #23-494-2 with John Muir Health Inc. (dba John Muir Medical Center – Concord Campus), a non-profit corporation, to designate John Muir Health Inc. as a designated Primary Stroke Center (PSC) to assist patients who have been assessed by ambulance personnel with a suspected stroke, for the period from January 1, 2018 through December 31, 2020.

FISCAL IMPACT:

No general fund impact. EMS staff costs to be covered under County Service Area EM-1 and charges to participating hospitals.

BACKGROUND:

On December 16, 2014, the Board of Supervisors approved Contract #23-494-1 with John Muir Health Inc. (dba John Muir Medical Center-Concord Campus), to act as a designated PSC to assist patients who have been assessed by ambulance personnel with a suspected stroke, for the period from January 1, 2015 through December 31, 2017.

Approval of Contract #23-494-2 will allow John Muir Medical Center – Concord Campus to continue as a designated PSC that is prepared to respond with emergency department teams in consultation with neurologists, to promptly intervene when notified of the pending arrival of a stroke patient, through December 31, 2020. This contract includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this contract.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017**

☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: Stephanie Mello, Deputy

Contact: Patricia Frost,
925-313-9554

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, designation of this facility as a Primary Stroke Center will impede the implementation of a coordinated stroke system in Contra Costa County.



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: December 12, 2017

Subject: Notes and Bond Sale Resolution – Twenty One and Twenty Three Nevin Apartments, Richmond

RECOMMENDATION(S):

1. ADOPT Resolution No. 2017/448 authorizing the issuance of Multifamily Housing Revenue Bonds in an amount not to exceed \$130,000,000 to finance (i) the acquisition of two parcels in Richmond by Richmond Nevin Associates, one at 344 21st Street, and one at the southwest corner of Nevin Avenue and 23rd Street, and (ii) the construction of a 271-unit rental housing development on the two parcels by Richmond Nevin Associates.
2. FIND and DECLARE that the recitals contained in Resolution 2017/448 are true and correct.
3. AUTHORIZE the issuance of County of Contra Costa Multifamily Housing Revenue Notes (Twenty One and Twenty Three Nevin Apartments), Series 2017B (the "Notes") in an aggregate principal amount, together with the principal amounts of the Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B1, and the Limited Obligation Multifamily Housing Revenue Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B2, of not to exceed the lesser of a) the amount of the allocation approved by the California Debt Limit Allocation Committee, plus \$20,000,000; or b) \$130,000,000.
4. APPROVE the form of, and authorize the County to execute, the Funding Loan Agreement between the County of Contra Costa (the "County") and Citibank, N.A (the "Bank").
5. APPROVE the form of, and authorize the County to execute, the Borrower Loan Agreement between the County and Richmond Nevin Associates, a California Limited Partnership (the "Borrower").

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY
ADMINISTRATOR

☐ RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/12/2017** ☒ APPROVED AS
RECOMMENDED

☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV 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: December 12, 2017

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

By: Stephanie Mello, Deputy

Contact: Kara Douglas
925-674-7880

cc:

RECOMMENDATION(S): (CONT'D)

6. APPROVE the form of the Indentures between the County of Contra Costa and Wilmington Trust, National Association (the "Trustee").
7. APPROVE the form of, and authorize the County to execute the Financing Agreements among the County, the Borrower, and the Trustee.
8. APPROVE the Bond Purchase Agreement related to the B-B2 Bonds among the County, the Borrower, and the bond purchaser identified therein.
9. APPROVE the form of, and authorize the County to execute, the Regulatory Agreement and Declarations of Restrictive Covenants between the County and the Borrower.
10. 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, relating to the Note, the Assignment of Junior Deed of Trust and Other Loan Documents (B-1), by the County to the Trustee relating to the B-B2 Bonds.
11. AUTHORIZE the Designated Officers of the County to execute and deliver the Notes to the Bank, and to execute and deliver the Subordinate Bonds to the Trustee.
12. APPOINT Quint & Thimmig, LLP as bond counsel for the transaction.
13. AUTHORIZE and DIRECT the Designated Officers of the County, as defined in Resolution 2017/448, to do any and all things and take any and 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 Notes in accordance with the Resolution.

FISCAL IMPACT:

No impact to the General Fund. At the closing for the Notes and the Subordinate 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 will be reimbursed through issuer fees established in the Regulatory Agreement. The Notes and the Subordinate Bonds will be solely secured by and payable from revenues (e.g. Development rents, reserves, etc.) pledged under the Note and Subordinate Bond documents. No County funds are pledged to secure the Notes and Subordinate Bonds.

BACKGROUND:

The recommended action is the adoption of Resolution 2017/448 by the Board of Supervisors, as the legislative body of the County, authorizing the issuance of multifamily housing revenue notes and subordinate bonds, the proceeds of which will be used to finance the development of Twenty One and Twenty Three Nevin Apartments, a 271-unit residential housing development located at 344 21st Street and at the southwest corner of Nevin Avenue and 23rd Street in the City of Richmond.

The ownership entity for the development will be Richmond Nevin Associates, a California limited partnership, which is an affiliate of The Pacific Companies ("TPC"). TPC is a highly experienced for-profit developer that has significant experience in the development of affordable rental housing projects, including over 5,000 units in the western United States of which over 300 units of affordable housing are in Contra Costa County. Boston Capital is the tax credit investor limited partner.

On October 17, 2017, the Board of Supervisors adopted Resolution No. 2017/262 expressing the Board's intent to issue multi-family housing revenue notes 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. Subsequent to the adoption of that Resolution, 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 October 23, 2017, with no comments received from the public. The Board adopted Resolution No. 2017/394 on November 7, 2017, to authorize proceeding with the issuance of the Notes/Bonds pursuant to Section 147(f) of the Internal Revenue Code.

On December 13, 2017, the California Debt Limit Allocation Committee is expected to award the County a portion of the State of California ceiling on private activity bonds for the purpose of financing the development. That authority will be used to issue and sell the Notes and Subordinate Bonds with the proceeds to be used to fund a loan by the County to Richmond Nevin Associates, a California Limited Partnership. The plan of finance is detailed in Attachment A. The transaction is expected to close on or about December 20, 2017.

CONSEQUENCE OF NEGATIVE ACTION:

Negative action would prevent the County from issuing the Multifamily Housing Revenue Notes in order to provide a loan to finance the development of the 271 affordable units at 21 & 23 Nevin Avenue, Richmond.

CHILDREN'S IMPACT STATEMENT:

Twenty One & Twenty Three Nevin Apartments provides affordable rental housing appropriate for families. This supports outcome #3: Families are Economically Self Sufficient.

AGENDA ATTACHMENTS

Resolution No. 2017/448

Finance Plan

Funding Loan Agreement

Borrower Loan Agreement

Regulatory Agreement

Financing Agreement B1

Financing Agreement B2

Indenture B1

Indenture B2

Bond Purchase Agreement

Assignment of Deed of Trust

Assignment of Deed of Trust (B1)

Assignment of Deed of Trust (B2)

MINUTES ATTACHMENTS

Signed Resolution No. 2017/448

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

Adopted this Resolution on 12/12/2017 by the following vote:

		John Gioia
		Candace Andersen
AYE:	<input checked="checked" type="checkbox"/>	Diane Burgis
		Karen Mitchoff
		Federal D. Glover
NO:	<input type="checkbox"/>	
ABSENT:	<input type="checkbox"/>	
ABSTAIN:	<input type="checkbox"/>	
RECUSE:	<input type="checkbox"/>	



Resolution No. 2017/448

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MULTIFAMILY HOUSING REVENUE NOTE AND THE ISSUANCE OF TWO SERIES OF MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$130,000,000 TO FINANCE THE ACQUISITION AND CONSTRUCTION OF A MULTIFAMILY RENTAL HOUSING PROJECT FOR RICHMOND NEVIN ASSOCIATES, 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, Richmond Nevin Associates, a California Limited Partnership (the "Borrower") has requested that the County borrow funds evidenced by a multifamily housing revenue note (the "Note") and issue two series of multifamily housing revenue bonds (collectively, the "Subordinate Bonds"), and loan the proceeds of the Note and the Subordinate Bonds to the Borrower to finance the acquisition and construction by the Borrower of a 271 unit residential rental housing development currently identified as Twenty One and Twenty Three Nevin Apartments (the "Development") to be located on two parcels, one at 344 21st Street and one at the Southwest corner of Nevin Avenue and 23rd Street, both in Richmond, California; and

WHEREAS, on October 23, 2017, the Assistant Deputy Director of the Department of Conservation and Development of the County held a public hearing on the proposed borrowing of funds by the County for, and the ownership and operation of, the Development, 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 November 7, 2017, the Board of Supervisors of the County adopted a Resolution authorizing the incurrence of debt by the County to finance the Development in satisfaction of the public approval requirements of the Code; and

WHEREAS, the California Debt Limit Allocation Committee will consider adopting a Resolution on December 13, 2017, allocating a portion of the State of California ceiling on private activity bonds to the County for the purpose of financing the Development (the "Allocation"); and

WHEREAS, in order to assist in the financing of the Development, the County has determined to borrow funds evidenced by the Note, as authorized by the Act, and sell the Note to Citibank, N.A. (the "Bank"), all pursuant to a funding loan agreement (the "Funding Loan Agreement") among the County, Wilmington Trust, National Association, as fiscal agent, and the Bank, and to use the proceeds of the sale of the Note to the Bank to make a loan to the Borrower pursuant to a borrower loan agreement (the "Borrower Loan Agreement") between the County and the Borrower, with amounts due from the County to the Bank under the Note and the Funding Loan Agreement to be payable from amounts paid by the Borrower under the Borrower Loan Agreement; and

WHEREAS, in order to provide additional financing for the Development, the County has determined to issue the Subordinate Bonds in two series, each of which is to be issued pursuant to a separate indenture of trust (collectively, the "Indentures") between the County and Wilmington Trust, National Association, as trustee (the "Trustee"), and to use the proceeds of the

Subordinate Bonds to make two loans to the Borrower pursuant to two separate financing agreements (collectively, the "Financing Agreements"), each among the County, the Borrower and the Trustee, with amounts due from the County under the Indentures and the Subordinate Bonds to be payable from amounts paid by the Borrower under the Financing Agreements; and

WHEREAS, there have been prepared various documents with respect to the Note and the Subordinate Bonds, copies of which are on file with the Clerk of the Board, and the Board of Supervisors now desires to approve the borrowing of funds to be evidenced by the Note and the issuance of the Subordinate Bonds, and the execution and delivery of the related documents by the County; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in connection with the borrowing to be evidenced by the Note and the issuance of the Subordinate Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and 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. Pursuant to the Act and the Funding Loan Agreement, the borrowing evidenced by the Note (with the Note to be designated as "County of Contra Costa Limited Obligation Multifamily Housing Revenue Note (Twenty One and Twenty Three Nevin Apartments), Series 2017B"), in an aggregate principal amount, together with the principal amounts of the Subordinate Bonds, of not to exceed the lesser (a) the amount of the Allocation, plus \$20,000,000; or (b) \$130,000,000, is hereby authorized (it being acknowledged that proceeds of \$20,000,000 principal amount of the Subordinate Bonds, when and if drawn down under the applicable Indenture, may only be used to refund other Subordinate Bonds). The Note 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 Funding Loan Agreement.

Section 3. The Funding Loan Agreement between the County and the Bank, in the form on file with the Clerk of the Board, is hereby approved. Any one of the Chair, the Vice-Chair of the Board of Supervisors, the County Administrator, the Director of the Department of Conservation and Development of the County and the Assistant Deputy Director of the Department of Conservation and Development of the County (collectively, the "Designated Officers") is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Funding Loan Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Funding Loan Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 13 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Funding Loan Agreement by the County. The date, maturity date, interest rate or rates, privileges, manner of execution, place of payment, terms of prepayment and other terms of the Note shall be as provided in the Funding Loan Agreement as finally executed.

Section 4. The Borrower Loan Agreement between 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 is hereby authorized to execute and deliver the Borrower Loan Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Borrower Loan Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 13 hereof), the approval of such changes to be conclusively evidenced by the execution and delivery of the Borrower Loan Agreement by the County.

Section 5. Pursuant to the Act and the Indentures, Subordinate Bonds designated as "County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B1" (the "B-B1 Bonds"), and "County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B2" (the "B-B2 Bonds"), in an aggregate principal amount, together with the principal amount of the borrowing evidenced by the Note, of not to exceed the lesser (a) the amount of the Allocation, plus \$20,000,000; or (b) \$130,000,000, are hereby authorized to be issued (it being acknowledged that proceeds of \$20,000,000 principal amount of the B-B2 Bonds, when and if drawn down under the applicable Indenture, may only be used to refund the B-B1 Bonds). The Subordinate Bonds shall be executed by the manual or facsimile signature of the Chair, in the forms set forth in and otherwise in accordance with the Indentures.

Section 6. The Indentures between the County and the Trustee, in the respective forms on file with the Clerk of the Board, are hereby approved. Any one of the Designated Officers is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Indentures in said forms, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Indentures upon consultation with Bond Counsel to the County (including such

additions or changes as are necessary or advisable in accordance with Section 13 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Indentures 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 Subordinate Bonds shall be as provided in the Indentures as finally executed.

Section 7. The Financing Agreements among the Trustee, the County and the Borrower, in the respective forms on file with the Clerk of the Board, are hereby approved. Any one of the Designated Officers is hereby authorized to execute and deliver the Financing Agreements in said forms, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Financing Agreements upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 13 hereof), the approval of such changes to be conclusively evidenced by the execution and delivery of the Financing Agreements by the County.

Section 8. The bond purchase agreement relating to the B-B2 Bonds, among the bond purchaser identified therein, the County and the Borrower, and acknowledged and agreed to by the Trustee (the "Bond Purchase Agreement"), in the form on file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Bond Purchase Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Bond Purchase Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 13 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement by the County.

Section 9. The regulatory agreement and declaration of restrictive covenants relating to the Development, between the County and the Borrower (the "Regulatory Agreement"), in the form on file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Regulatory Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Regulatory Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 13 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Regulatory Agreement by the County.

Section 10. The Assignment of Deed of Trust and Loan Documents, by the County to the Bank, relating to the Note, the Assignment of Junior Deed of Trust and Other Loan Documents (B-1), by the County to the Trustee relating to the B-B1 Bonds and the Assignment of Junior Deed of Trust and Other Loan Documents (B-2), by the County to the Trustee relating to the B-B2 Bonds (collectively, the "Assignments"), in the respective forms on file with the Clerk of the Board, are hereby approved. Any one of the Designated Officers is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Assignments in said forms, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Assignments upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 13 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Assignments by the County.

Section 11. The Note, when executed by the County, shall be delivered to the Bank (as the purchaser of the Note), 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 Note to the Bank upon the funding by the Bank of the initial advance of the purchase price of the Note as described in Section 2.1(b) of the Funding Loan Agreement.

The Subordinate Bonds, when executed by the County, shall be delivered to the Trustee, 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 Subordinate Bonds to the purchasers thereof upon payment to the Trustee of the purchase prices of the Subordinate Bonds, as contemplated by Sections 2.10 of the Indentures.

Section 12. The law firm of Quint & Thimmig LLP is hereby designated as Bond Counsel to the County for the Note and the Subordinate Bonds. The fees and expenses of such firm for matters related to the Note and the Subordinate Bonds shall be payable solely from the proceeds of the loans made to the Borrower from proceeds of the Note and the Subordinate Bonds, or from contributions by the Borrower.

Section 13. All actions heretofore taken by the officers and agents of the County with respect to the borrowing evidenced by the Note and the issuance of the Subordinate 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 consummate the lawful borrowing of funds evidenced by the Note and the issuance and delivery of the Subordinate Bonds in accordance with this Resolution, including but not limited to any certificates, agreements and other documents described in the Funding Loan Agreement, the Borrower Loan Agreement, the Indentures, the Financing Agreements, the Regulatory Agreement or the Assignments, or otherwise necessary to deliver the Note and issue the Subordinate Bonds, and to consummate the transactions contemplated by the documents approved by this Resolution.

Section 14. 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: December 12, 2017

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

Contact: Kara Douglas 925-674-7880

By: Stephanie Mello, Deputy

cc:

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/12/2017 by the following vote:

AYE: ☒ 5 **John Gioia**
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2017/448

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MULTIFAMILY HOUSING REVENUE NOTE AND THE ISSUANCE OF TWO SERIES OF MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$130,000,000 TO FINANCE THE ACQUISITION AND CONSTRUCTION OF A MULTIFAMILY RENTAL HOUSING PROJECT FOR RICHMOND NEVIN ASSOCIATES, 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, Richmond Nevin Associates, a California Limited Partnership (the "Borrower") has requested that the County borrow funds evidenced by a multifamily housing revenue note (the "Note") and issue two series of multifamily housing revenue bonds (collectively, the "Subordinate Bonds"), and loan the proceeds of the Note and the Subordinate Bonds to the Borrower to finance the acquisition and construction by the Borrower of a 271 unit residential rental housing development currently identified as Twenty One and Twenty Three Nevin Apartments (the "Development") to be located on two parcels, one at 344 21st Street and one at the Southwest corner of Nevin Avenue and 23rd Street, both in Richmond, California; and

WHEREAS, on October 23, 2017, the Assistant Deputy Director of the Department of Conservation and Development of the County held a public hearing on the proposed borrowing of funds by the County for, and the ownership and operation of, the Development, 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 November 7, 2017, the Board of Supervisors of the County adopted a Resolution authorizing the incurrence of debt by the County to finance the Development in satisfaction of the public approval requirements of the Code; and

WHEREAS, the California Debt Limit Allocation Committee will consider adopting a Resolution on December 13, 2017, allocating a portion of the State of California ceiling on private activity bonds to the County for the purpose of financing the Development (the "Allocation"); and

WHEREAS, in order to assist in the financing of the Development, the County has determined to borrow funds evidenced by the Note, as authorized by the Act, and sell the Note to Citibank, N.A. (the "Bank"), all pursuant to a funding loan agreement (the "Funding Loan Agreement") among the County, Wilmington Trust, National Association, as fiscal agent, and the Bank, and to use the proceeds of the sale of the Note to the Bank to make a loan to the Borrower pursuant to a borrower loan agreement (the "Borrower Loan Agreement") between the County and the Borrower, with amounts due from the County to the Bank under the Note and the Funding Loan Agreement to be payable from amounts paid by the Borrower under the Borrower Loan Agreement; and

WHEREAS, in order to provide additional financing for the Development, the County has determined to issue the Subordinate Bonds in two series, each of which is to be issued pursuant to a separate indenture of trust (collectively, the "Indentures") between the County and Wilmington Trust, National Association, as trustee (the "Trustee"), and to use the proceeds of the

Subordinate Bonds to make two loans to the Borrower pursuant to two separate financing agreements (collectively, the "Financing Agreements"), each among the County, the Borrower and the Trustee, with amounts due from the County under the Indentures and the Subordinate Bonds to be payable from amounts paid by the Borrower under the Financing Agreements; and

WHEREAS, there have been prepared various documents with respect to the Note and the Subordinate Bonds, copies of which are on file with the Clerk of the Board, and the Board of Supervisors now desires to approve the borrowing of funds to be evidenced by the Note and the issuance of the Subordinate Bonds, and the execution and delivery of the related documents by the County; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in connection with the borrowing to be evidenced by the Note and the issuance of the Subordinate Bonds as contemplated by this Resolution and the documents referred to herein exist, have happened and 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. Pursuant to the Act and the Funding Loan Agreement, the borrowing evidenced by the Note (with the Note to be designated as "County of Contra Costa Limited Obligation Multifamily Housing Revenue Note (Twenty One and Twenty Three Nevin Apartments), Series 2017B"), in an aggregate principal amount, together with the principal amounts of the Subordinate Bonds, of not to exceed the lesser (a) the amount of the Allocation, plus \$20,000,000; or (b) \$130,000,000, is hereby authorized (it being acknowledged that proceeds of \$20,000,000 principal amount of the Subordinate Bonds, when and if drawn down under the applicable Indenture, may only be used to refund other Subordinate Bonds). The Note 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 Funding Loan Agreement.

Section 3. The Funding Loan Agreement between the County and the Bank, in the form on file with the Clerk of the Board, is hereby approved. Any one of the Chair, the Vice-Chair of the Board of Supervisors, the County Administrator, the Director of the Department of Conservation and Development of the County and the Assistant Deputy Director of the Department of Conservation and Development of the County (collectively, the "Designated Officers") is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Funding Loan Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Funding Loan Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 13 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Funding Loan Agreement by the County. The date, maturity date, interest rate or rates, privileges, manner of execution, place of payment, terms of prepayment and other terms of the Note shall be as provided in the Funding Loan Agreement as finally executed.

Section 4. The Borrower Loan Agreement between 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 is hereby authorized to execute and deliver the Borrower Loan Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Borrower Loan Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 13 hereof), the approval of such changes to be conclusively evidenced by the execution and delivery of the Borrower Loan Agreement by the County.

Section 5. Pursuant to the Act and the Indentures, Subordinate Bonds designated as "County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B1" (the "B-B1 Bonds"), and "County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B2" (the "B-B2 Bonds"), in an aggregate principal amount, together with the principal amount of the borrowing evidenced by the Note, of not to exceed the lesser (a) the amount of the Allocation, plus \$20,000,000; or (b) \$130,000,000, are hereby authorized to be issued (it being acknowledged that proceeds of \$20,000,000 principal amount of the B-B2 Bonds, when and if drawn down under the applicable Indenture, may only be used to refund the B-B1 Bonds). The Subordinate Bonds shall be executed by the manual or facsimile signature of the Chair, in the forms set forth in and otherwise in accordance with the Indentures.

Section 6. The Indentures between the County and the Trustee, in the respective forms on file with the Clerk of the Board, are hereby approved. Any one of the Designated Officers is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Indentures in said forms, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Indentures upon consultation with Bond Counsel to the County (including such

additions or changes as are necessary or advisable in accordance with Section 13 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Indentures 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 Subordinate Bonds shall be as provided in the Indentures as finally executed.

Section 7. The Financing Agreements among the Trustee, the County and the Borrower, in the respective forms on file with the Clerk of the Board, are hereby approved. Any one of the Designated Officers is hereby authorized to execute and deliver the Financing Agreements in said forms, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Financing Agreements upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 13 hereof), the approval of such changes to be conclusively evidenced by the execution and delivery of the Financing Agreements by the County.

Section 8. The bond purchase agreement relating to the B-B2 Bonds, among the bond purchaser identified therein, the County and the Borrower, and acknowledged and agreed to by the Trustee (the "Bond Purchase Agreement"), in the form on file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Bond Purchase Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Bond Purchase Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 13 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement by the County.

Section 9. The regulatory agreement and declaration of restrictive covenants relating to the Development, between the County and the Borrower (the "Regulatory Agreement"), in the form on file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Regulatory Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Regulatory Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 13 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Regulatory Agreement by the County.

Section 10. The Assignment of Deed of Trust and Loan Documents, by the County to the Bank, relating to the Note, the Assignment of Junior Deed of Trust and Other Loan Documents (B-1), by the County to the Trustee relating to the B-B1 Bonds and the Assignment of Junior Deed of Trust and Other Loan Documents (B-2), by the County to the Trustee relating to the B-B2 Bonds (collectively, the "Assignments"), in the respective forms on file with the Clerk of the Board, are hereby approved. Any one of the Designated Officers is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Assignments in said forms, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Assignments upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 13 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Assignments by the County.

Section 11. The Note, when executed by the County, shall be delivered to the Bank (as the purchaser of the Note), 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 Note to the Bank upon the funding by the Bank of the initial advance of the purchase price of the Note as described in Section 2.1(b) of the Funding Loan Agreement.

The Subordinate Bonds, when executed by the County, shall be delivered to the Trustee, 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 Subordinate Bonds to the purchasers thereof upon payment to the Trustee of the purchase prices of the Subordinate Bonds, as contemplated by Sections 2.10 of the Indentures.

Section 12. The law firm of Quint & Thimmig LLP is hereby designated as Bond Counsel to the County for the Note and the Subordinate Bonds. The fees and expenses of such firm for matters related to the Note and the Subordinate Bonds shall be payable solely from the proceeds of the loans made to the Borrower from proceeds of the Note and the Subordinate Bonds, or from contributions by the Borrower.

Section 13. All actions heretofore taken by the officers and agents of the County with respect to the borrowing evidenced by the Note and the issuance of the Subordinate 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 consummate the lawful borrowing of funds evidenced by the Note and the issuance and delivery of the Subordinate Bonds in accordance with this Resolution, including but not limited to any certificates, agreements and other documents described in the Funding Loan Agreement, the Borrower Loan Agreement, the Indentures, the Financing Agreements, the Regulatory Agreement or the Assignments, or otherwise necessary to deliver the Note and issue the Subordinate Bonds, and to consummate the transactions contemplated by the documents approved by this Resolution.

Section 14. This Resolution shall take effect upon its adoption.

Contact: Kara Douglas 925-674-7880

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: December 12, 2017

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

Stephanie Mello
By: Stephanie Mello, Deputy



cc:

ATTACHMENT A

Summary of Twenty One and Twenty Three Nevin Apartments Plan of Finance

Total Project Costs	\$136,841,705
---------------------	---------------

Financing Sources

- | | |
|--------------------------------|---------------------|
| • Tax Credit Equity | \$53,983,793 |
| • Tax Exempt Bonds – Series A | \$51,000,000 |
| • Tax Exempt Bonds – Series B | \$25,000,000 |
| • Interest only period savings | \$ 1,707,912 |
| • Deferred Developer Fee | <u>\$ 5,150,000</u> |

Total Sources	\$136,841,705
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FUNDING LOAN AGREEMENT

among

**CITIBANK, N.A.,
as Funding Lender**

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Fiscal Agent**

and the

**COUNTY OF CONTRA COSTA, CALIFORNIA
as Governmental Lender**

dated as of December 1, 2017

**relating to:
\$85,000,000
County of Contra Costa
Limited Obligation Multifamily Housing Revenue Note
(Twenty One and Twenty Three Nevin Apartments),
Series 2017B**

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EXHIBIT A	FORM OF GOVERNMENTAL LENDER NOTE
EXHIBIT B	FORM OF REQUIRED TRANSFEREE REPRESENTATIONS

FUNDING LOAN AGREEMENT

This Funding Loan Agreement, dated as of December 1, 2017 (this "Funding Loan Agreement"), is entered into by CITIBANK, N.A. (together with any successor hereunder, the "Funding Lender"), COUNTY OF CONTRA COSTA, CALIFORNIA, a political subdivision and body corporate and politic, organized and existing under the laws of the State of California (together with its successors and assigns, the "Governmental Lender"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association organized and existing under and by virtue of the laws of the United States, as fiscal agent (the "Fiscal Agent").

R E C I T A L S :

WHEREAS, the Governmental Lender is empowered pursuant to Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code (the "Act"): (a) to make loans to provide financing for rental residential developments intended to be occupied by persons of low and very low income; (b) to incur indebtedness for the purpose of obtaining moneys to make such loans and provide such financing, to establish any required reserve funds and to pay administrative costs and other costs incurred in connection with the incurrence of such indebtedness of the Governmental Lender; and (c) to pledge the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans to secure the payment of the principal of, prepayment premium, if any, on and interest on such indebtedness of the Governmental Lender; and

WHEREAS, Richmond Nevin Associates, a California Limited Partnership (the "Borrower"), has requested that the Governmental Lender (i) enter into this Funding Loan Agreement under which the Funding Lender will advance funds (the "Funding Loan") to or for the account of the Governmental Lender, and (ii) apply the proceeds of the Funding Loan to make a loan (the "Borrower Loan") to the Borrower to finance the acquisition and construction of a 271 unit multifamily residential rental project located in the City of Richmond, California, and known or to be known as Twenty One and Twenty Three Nevin Apartments (the "Project"); and

WHEREAS, simultaneously with the delivery of this Funding Loan Agreement, the Governmental Lender and the Borrower will enter into a Borrower Loan Agreement of even date herewith (as it may be supplemented or amended, the "Borrower Loan Agreement"), whereby the Borrower agrees to make loan payments to the Governmental Lender in an amount which, when added to other funds available under this Funding Loan Agreement, will be sufficient to enable the Governmental Lender to repay the Funding Loan and to pay all costs and expenses related thereto when due; and

WHEREAS, to evidence its payment obligations under the Borrower Loan Agreement, the Borrower will execute and deliver to the Governmental Lender its Borrower Note (as defined in the Borrower Loan Agreement) and the obligations of the Borrower under the Borrower Note will be secured by a lien on and security interest in the Project pursuant to a Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing of even date herewith (the "Security Instrument"), made by the Borrower in favor of the Governmental Lender, as assigned to the Funding Lender to secure the performance by the Governmental Lender of its obligations under the Funding Loan; and

WHEREAS, the Governmental Lender has executed and delivered to the Funding Lender its Limited Obligation Multifamily Housing Revenue Note (Twenty One and Twenty

Three Nevin Apartments), Series 2017B (the "Governmental Lender Note"), dated as of the Closing Date (defined herein), evidencing its obligation to make the payments due to the Funding Lender under the Funding Loan as provided in this Funding Loan Agreement, all things necessary to make the Funding Loan Agreement, the valid, binding and legal limited obligation of the Governmental Lender, have been done and performed and the execution and delivery of this Funding Loan Agreement and the execution and delivery of the Governmental Lender Note, subject to the terms hereof, have in all respects been duly authorized;

A G R E E M E N T :

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS; PRINCIPLES OF CONSTRUCTION

Section 1.1. Definitions. For all purposes of this Funding Loan Agreement, except as otherwise expressly provided or unless the context otherwise clearly requires:

(a) Unless specifically defined herein, all capitalized terms shall have the meanings ascribed thereto in the Borrower Loan Agreement.

(b) The terms "herein, "hereof" and "hereunder" and other words of similar import refer to this Funding Loan Agreement as a whole and not to any particular Article, Section or other subdivision. The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants."

(c) All references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well. Singular terms shall include the plural as well as the singular, and vice versa.

(d) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with the Approved Accounting Method. All references herein to "Approved Accounting Method" refer to such principles as they exist at the date of application thereof.

(e) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

(f) All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(g) References to the Governmental Lender Note as "tax exempt" or to the "tax exempt status" of the Governmental Lender Note are to the exclusion of interest on the Governmental Lender Note (other than any portion of the Governmental Lender Note held by a "substantial user" of the Project or a "related person" within the meaning of Section 147 of the Code) from gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

(h) The following terms have the meanings set forth below:

“Act” means Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code.

“Additional Borrower Payments” shall have the meaning given such term in the Borrower Loan Agreement.

“Affiliate” shall mean, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person.

“Approved Transferee” means (i) a “qualified institutional buyer” (a “QIB”) as defined in Rule 144A promulgated under the Securities Act, as in effect on the date hereof, that is a financial institution or commercial bank having capital and surplus of \$5,000,000,000 or more, (ii) an affiliate of the Funding Lender, or (iii) a trust or custodial arrangement established by the Funding Lender or one of its affiliates the beneficial interests in which will be owned only by QIBs.

“Authorized Amount” shall mean \$85,000,000, the maximum aggregate principal amount of the Funding Loan under this Funding Loan Agreement.

“Authorized Governmental Lender Representative” shall mean the Governmental Lender’s Chair, Vice Chair, County Administrator, Director of the Department of Conservation and Development, Assistant Deputy Director of the Department of Conservation and Development or Community Development Bond Program Manager, and/or person or persons designated to act on behalf of the Governmental Lender by a certificate filed with the Borrower, Funding Lender and Servicer, if any, containing the specimen signatures of such person or persons and signed on behalf of the Governmental Lender by an Authorized Governmental Lender Representative. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Governmental Lender Representative.

“B1 Bonds” means the County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B1.

“B2 Bonds” means the County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B2.

“Borrower” shall mean Richmond Nevin Associates, a California Limited Partnership, and its permitted successors and assigns under the Borrower Loan Agreement, the Security Instrument and the Regulatory Agreement, as owner of the Project.

“Borrower Controlling Entity” shall have the meaning given such term in the Borrower Loan Agreement.

“Borrower Loan” shall have the meaning given such term in the Borrower Loan Agreement.

“Borrower Loan Agreement” shall mean the Borrower Loan Agreement, of even date herewith, between the Governmental Lender and the Borrower, as supplemented, amended or replaced from time to time in accordance with its terms.

“Borrower Loan Agreement Default” shall mean any event of default set forth in 8.1 of the Borrower Loan Agreement. A Borrower Loan Agreement Default shall “exist” if a Borrower Loan Agreement Default shall have occurred and be continuing beyond any applicable cure period.

“Borrower Loan Amount” shall mean \$85,000,000, the maximum principal amount of the Borrower Loan under the Borrower Loan Agreement.

“Borrower Loan Documents” shall have the meaning given such term in the Borrower Loan Agreement.

“Borrower Note” shall have the meaning given such term in the Borrower Loan Agreement.

“Business Day” shall mean any day other than (i) a Saturday or a Sunday, (ii) a day on which federally insured depository institutions in the State of California or in New York, New York are authorized or obligated by law, regulation, governmental decree or executive order to be closed, or (iii) a California state holiday when the Governmental Lender is authorized or obligated to be closed.

“Closing Date” shall mean December 20, 2017, the date that initial Funding Loan proceeds are disbursed hereunder.

“Code” shall mean the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Conditions to Conversion” shall have the meaning given such term in the Construction Funding Agreement.

“Construction Funding Agreement” means that certain Construction Funding Agreement of even date herewith, between the Funding Lender, as agent for the Governmental Lender, and Borrower, pursuant to which the Borrower Loan will be advanced by the Funding Lender (or the Servicer on its behalf), as agent of the Governmental Lender, to the Borrower and setting forth certain provisions relating to disbursement of the Borrower Loan during construction of the Project, insurance and other matters, as such agreement may be amended, modified, supplemented and replaced from time to time.

“Control” shall mean, with respect to any Person, either (i) ownership directly or through other entities of more than 50% of all beneficial equity interest in such Person, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise.

“Conversion” has the meaning given to such term in the Borrower Loan Agreement.

“Conversion Date” shall have the meaning given such term in the Construction Funding Agreement.

“Default” shall mean the occurrence of an event, which, under any Funding Loan Document, would, but for the giving of notice or passage of time, or both, be an event of default under the applicable Funding Loan Document or a Borrower Loan Agreement Default.

“Event of Default” shall have the meaning ascribed thereto in Section 9.1 hereof.

“Fair Market Value” shall mean 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 Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (d) any commingled investment fund in which the Governmental Lender and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment. To the extent required by the Regulations, the term “investment” will include a hedge.

“Fiscal Agent” shall mean Wilmington Trust, National Association, which entity is appointed pursuant to Section 11.1 to serve as Fiscal Agent under this Funding Loan Agreement, and any successor thereto pursuant to Section 11.10.

“Fiscal Agent’s Fees” shall mean the annual administration fee for the Fiscal Agent’s ordinary fees and expenses in rendering its services under this Funding Loan Agreement during each twelve month period, which fee is equal to (and shall not exceed) \$_____ and shall be payable annually in advance on the Closing Date and each December 1 thereafter.

“Fitch” shall mean Fitch, Inc., and its successors.

“Funding Lender” shall mean Citibank N.A., a national banking association, and any successor under this Funding Loan Agreement and the Borrower Loan Documents.

“Funding Loan Agreement” shall mean this Funding Loan Agreement, by and among the Funding Lender, the Governmental Lender and the Fiscal Agent, as it may from time to time be supplemented, modified or amended by one or more amendments or other instruments supplemental hereto entered into pursuant to the applicable provisions hereof.

“Funding Loan Documents” shall mean (i) this Funding Loan Agreement, (ii) the Borrower Loan Agreement, (iii) the Regulatory Agreement, (iv) the Tax Certificate, (v) the Borrower Loan Documents, (vi) all other documents evidencing, securing, governing or otherwise pertaining to the Funding Loan, and (vii) all amendments, modifications, renewals and substitutions of any of the foregoing.

“Government Obligations” shall mean noncallable, nonprepayable (i) direct, general obligations of the United States of America, or (ii) any obligations unconditionally guaranteed as to the full and timely payment of all amounts due thereunder by the full faith and credit of the United States of America (including obligations held in book entry form), but specifically excluding any mutual funds or unit investment trusts invested in such obligations.

“Governmental Lender” shall mean the County of Contra Costa, California, and its successors and assigns.

“Governmental Lender Note” shall mean the Governmental Lender Note described in the recitals of this Funding Loan Agreement.

“Highest Rating Category” shall mean, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody’s in the highest rating given by that rating agency for that general category of security. By way of example, the Highest Rating Category for tax exempt municipal debt established by S&P is “A-1+” for debt with a term of one year or less and “AAA” for a term greater than one year, with corresponding ratings by Moody’s of “MIG-1” (for fixed rate) or “VMIG-1” (for variable rate) for three months or less and “Aaa” for greater than three months. If at any time (i) both S&P and Moody’s rate a Permitted Investment and (ii) one of those ratings is below the Highest Rating Category, then such Permitted Investment will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency. For example, a Permitted Investment rated “AAA” by S&P and “Aa3” by Moody’s is rated in the Highest Rating Category. If, however, the lower rating is more than one full rating category below the Highest Rating Category of that rating agency, then the Permitted Investment will be deemed to be rated below the Highest Rating Category. For example, a Permitted Investment rated “AAA” by S&P and “A1” by Moody’s is not rated in the Highest Rating Category.

“Maturity Date” shall mean _____ 1, ____.

“Maximum Rate” shall mean the lesser of (i) 12% per annum and (ii) the maximum interest rate that may be paid on the Funding Loan under State law.

“Minimum Beneficial Ownership Amount” shall mean an amount no less than the greater of (i) \$100,000, or (ii) fifteen percent (15%) of the outstanding principal amount of the Funding Loan.

“Moody’s” shall mean Moody’s Investors Service, Inc., and its successors.

“Negative Arbitrage Deposit” has the meaning set forth in the Contingency Draw-Down Agreement.

“Noteowner” or “owner of the Governmental Lender Note” means the owner, or as applicable, collectively the owners, of the Governmental Lender Note as shown on the registration books maintained by the Funding Lender pursuant to Section 2.4(e).

“Ongoing Governmental Lender Fee” shall mean the County Annual Fee (as that term is defined in the Regulatory Agreement) that is payable after the Closing Date.

“Opinion of Counsel” shall mean a written opinion from an attorney or firm of attorneys, acceptable to the Funding Lender and the Governmental Lender with experience in the matters to be covered in the opinion; provided that whenever an Opinion of Counsel is required to address the exclusion of interest on the Governmental Lender Note from gross income for purposes of federal income taxation, such opinion shall be provided by Tax Counsel.

“Permitted Investments” shall mean, to the extent authorized by law for investment of any moneys held under this Funding Loan Agreement, but only to the extent that the same are acquired at Fair Market Value:

(a) Government Obligations.

(b) Direct obligations of, and obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by, any agency or instrumentality of the United States of America (other than the Federal Home Loan Mortgage Corporation) or direct obligations of the World Bank, which obligations are rated in the Highest Rating Category.

(c) Obligations, in each case rated in the Highest Rating Category, of (i) any state or territory of the United States of America, (ii) any agency, instrumentality, authority or political subdivision of a state or territory or (iii) any public benefit or municipal corporation the principal of and interest on which are guaranteed by such state or political subdivision.

(d) Any written repurchase agreement entered into with a Qualified Financial Institution whose unsecured short term obligations are rated in the Highest Rating Category.

(e) Commercial paper rated in the Highest Rating Category.

(f) Interest bearing negotiable certificates of deposit, interest bearing time deposits, interest bearing savings accounts and bankers’ acceptances, issued by a Qualified Financial Institution if either (i) the Qualified Financial Institution’s unsecured short term obligations are rated in the Highest Rating Category or (ii) such deposits, accounts or acceptances are fully collateralized by investments described in clauses (a) or (b) of this definition or fully insured by the Federal Deposit Insurance Corporation.

(g) An agreement held by the Fiscal Agent for the investment of moneys at a guaranteed rate with a Qualified Financial Institution whose unsecured long term obligations are rated in the Highest Rating Category or the Second Highest Rating Category, or whose obligations are unconditionally guaranteed or insured by a Qualified Financial Institution whose unsecured long term obligations are rated in the Highest Rating Category or Second Highest Rating Category; provided that such agreement is in a form acceptable to the Funding Lender and

the Fiscal Agent; and provided further that such agreement includes the following restrictions:

(1) the invested funds will be available for withdrawal without penalty or premium, at any time that the Funding Lender is required to pay moneys from the Fund(s) established under this Funding Loan Agreement to which the agreement is applicable;

(2) the agreement, and if applicable the guarantee or insurance, is an unconditional and general obligation of the provider and, if applicable, the guarantor or insurer of the agreement, and ranks *pari passu* with all other unsecured unsubordinated obligations of the provider, and if applicable, the guarantor or insurer of the agreement;

(3) the Funding Lender and the Fiscal Agent receive an Opinion of Counsel, which may be subject to customary qualifications, that such agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and, if applicable, an Opinion of Counsel that any guaranty or insurance policy provided by a guarantor or insurer is legal, valid, binding and enforceable upon the guarantor or insurer in accordance with its terms; and

(4) the agreement provides that if during its term the rating of the Qualified Financial Institution providing, guaranteeing or insuring, as applicable, the agreement, is withdrawn, suspended by any Rating Agency or falls below the Second Highest Rating Category, the provider must, within ten days, either: (A) collateralize the agreement (if the agreement is not already collateralized) with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Fiscal Agent or a third party custodian, such collateralization to be effected in a manner and in an amount reasonably satisfactory to the Funding Lender, or, if the agreement is already collateralized, increase the collateral with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Fiscal Agent or a third party custodian, in an amount reasonably satisfactory to the Funding Lender, (B) at the request of the Funding Lender, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium unless required by law or (C) transfer the agreement, guarantee or insurance, as applicable, to a replacement provider, guarantor or insurer, as applicable, then meeting the requirements of a Qualified Financial Institution and whose unsecured long term obligations are then rated in the Highest Rating Category or the Second Highest Rating Category. The agreement may provide that the downgraded provider may elect which of the remedies to the down grade (other than the remedy set out in (B)) to perform.

Notwithstanding anything else in this paragraph (g) to the contrary and with respect only to any agreement described in this paragraph (g) or any guarantee or insurance for any such agreement which is to be in effect for any period after the Conversion Date, any reference in this paragraph to the "Second Highest Rating Category" will be deemed deleted so that the only acceptable rating category for such an agreement, guarantee or insurance will be the Highest Rating Category.

(h) Subject to the ratings requirements set forth in this definition, shares in any money market mutual fund (including those of the Funding Lender or the

Fiscal Agent or any of their respective affiliates) registered under the Investment Company Act of 1940, as amended, that have been rated “AAAm-G” or “AAAm” by S&P or “Aaa” by Moody’s so long as the portfolio of such money market mutual fund is limited to Government Obligations and agreements to repurchase Government Obligations. If approved in writing by the Funding Lender, a money market mutual fund portfolio may also contain obligations and agreements to repurchase obligations described in paragraphs (b) or (c). The money market mutual fund must be rated “AAAm-G” or “AAAm” by S&P or “Aaa” by Moody’s. If at any time (i) both S&P and Moody’s rate a money market mutual fund and (ii) one of those ratings is below the level required by this paragraph, then such money market mutual fund will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency.

(i) Any other investment authorized by the laws of the State, if such investment is approved in writing by the Funding Lender.

Permitted Investments shall not include any of the following:

(1) Except for any investment described in the next sentence, any investment with a final maturity or any agreement with a term greater than one year from the date of the investment. This exception (1) shall not apply to Permitted Investments listed in paragraphs (g) and (i).

(2) Except for any obligation described in paragraph (a) or (b), any obligation with a purchase price greater or less than the par value of such obligation.

(3) Any asset backed security, including mortgage backed securities, real estate mortgage investment conduits, collateralized mortgage obligations, credit card receivable asset backed securities and auto loan asset backed securities.

(4) Any interest only or principal only stripped security.

(5) Any obligation bearing interest at an inverse floating rate.

(6) Any investment which may be prepaid or called at a price less than its purchase price prior to stated maturity.

(7) Any investment the interest rate on which is variable and is established other than by reference to a single index plus a fixed spread, if any, and which interest rate moves proportionately with that index.

(8) Any investment described in paragraph (d) or (g) with, or guaranteed or insured by, a Qualified Financial Institution described in clause (iv) of the definition of Qualified Financial Institution if such institution does not agree to submit to jurisdiction, venue and service of process in the United States of America in the agreement relating to the investment.

(9) Any investment to which S&P has added an “r” or “t” highlighter.

“Person” shall mean any individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal

government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

“Pledged Revenues” shall mean the amounts pledged under this Funding Loan Agreement to the payment of the principal of, prepayment premium, if any, and interest on the Funding Loan and the Governmental Lender Note, consisting of the following: (i) all income, revenues, proceeds and other amounts to which the Governmental Lender is entitled (other than amounts received by the Governmental Lender with respect to the Unassigned Rights) derived from or in connection with the Project and the Funding Loan Documents, including all Borrower Loan Payments due under the Borrower Loan Agreement and the Borrower Note, payments with respect to the Borrower Loan Payments and all amounts obtained through the exercise of the remedies provided in the Funding Loan Documents and all receipts credited under the provisions of this Funding Loan Agreement against said amounts payable, and (ii) moneys held in the funds and accounts established under this Funding Loan Agreement, together with investment earnings thereon.

“Prepayment Premium” shall mean (i) any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of the Borrower Note (including any Prepayment Premium as set forth in the Borrower Note) and (ii) any premium payable on the Governmental Lender Note pursuant to this Funding Loan Agreement.

“Project” shall have the meaning given to that term in the Borrower Loan Agreement.

“Qualified Financial Institution” shall mean any (i) bank or trust company organized under the laws of any state of the United States of America, (ii) national banking association, (iii) savings bank, savings and loan association, or insurance company or association chartered or organized under the laws of any state of the United States of America, (iv) federal branch or agency pursuant to the International Banking Act of 1978 or any successor provisions of law or a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, (v) government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, (vi) securities dealer approved in writing by the Funding Lender the liquidation of which is subject to the Securities Investors Protection Corporation or other similar corporation and (vii) other entity which is acceptable to the Funding Lender. With respect to an entity which provides an agreement held by the Funding Lender for the investment of moneys at a guaranteed rate as set out in paragraph (g) of the definition of the term “Permitted Investments” or an entity which guarantees or insures, as applicable, the agreement, a “Qualified Financial Institution” may also be a corporation or limited liability company organized under the laws of any state of the United States of America.

“Rating Agency” shall mean any one and each of S&P, Moody’s and Fitch then rating the Permitted Investments or any other nationally recognized statistical rating agency then rating the Permitted Investments, which has been approved by the Funding Lender.

“Regulations” shall mean with respect to the Code, the relevant U.S. Treasury regulations and proposed regulations thereunder or any relevant successor provision to such regulations and proposed regulations.

“Regulatory Agreement” shall mean that certain Regulatory Agreement and Declaration of Restrictive Covenants, dated as of the date hereof, by and between the Governmental Lender and the Borrower, as in effect on the Closing Date and thereafter amended or modified in accordance with its terms.

“Remaining Funding Loan Proceeds Account” has the meaning set forth in the Contingency Draw-Down Agreement.

“Remaining Funding Loan Proceeds Account Earnings Subaccount” has the meaning set forth in the Contingency Draw-Down Agreement.

“Required Transferee Representations” shall mean the representations in substantially the form attached to this Funding Loan Agreement as Exhibit B.

“Resolution” shall mean the resolution of the Governmental Lender authorizing the Funding Loan and the execution and delivery of the Funding Loan Documents to which the Governmental Lender is a party.

“Second Highest Rating Category” shall mean, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody’s in the second highest rating category given by that rating agency for that general category of security. By way of example, the Second Highest Rating Category for tax exempt municipal debt established by S&P is “AA” for a term greater than one year, with corresponding ratings by Moody’s of “Aa.” If at any time (i) both S&P and Moody’s rate a Permitted Investment and (ii) one of those ratings is below the Second Highest Rating Category, then such Permitted Investment will not be deemed to be rated in the Second Highest Rating Category. For example, an Investment rated “AA” by S&P and “A” by Moody’s is not rated in the Second Highest Rating Category.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Security” shall mean the security for the performance by the Governmental Lender of its obligations under the Governmental Lender Note and this Funding Loan Agreement as more fully set forth in Article IV hereof.

“Security Instrument” shall mean the Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (as amended, restated and/or supplemented from time to time) of even date herewith, made by the Borrower in favor of the Governmental Lender, as assigned to the Funding Lender to secure the performance by the Governmental Lender of its obligations under the Funding Loan.

“Servicer” shall mean any Servicer appointed by the Funding Lender to perform certain servicing functions with respect to the Funding Loan and on the Borrower Loan pursuant to a separate servicing agreement to be entered into between the Funding Lender and the Servicer. Initially the Servicer shall be the Funding Lender pursuant to this Funding Loan Agreement.

“Servicing Agreement” shall mean any servicing agreement entered into between the Funding Lender and a Servicer with respect to the servicing of the Funding Loan and/or the Borrower Loan.

“S&P” shall mean S&P Global Ratings, a division of McGraw-Hill Financial, Inc., or its successors.

“State” shall mean the State of California.

“Subordinate Bond Loans” means (i) the loan made by the Governmental Lender to the Borrower in the original principal amount of \$20,000,000 with respect to the B1 Bonds, and (ii) the loan made by the Governmental Lender in the original principal amount of up to \$25,000,000 with respect to the B2 Bonds.

“Subordinate Bonds” means, collectively, the B1 Bonds and the B2 Bonds.

“Tax Certificate” shall mean the Certificate as to Arbitrage (and Tax Compliance Procedures), dated the Closing Date, executed and delivered by the Governmental Lender and the Borrower, together with the Certificate Regarding Use of Proceeds, dated the Closing Date, executed and delivered by the Borrower.

“Tax Counsel” shall mean Quint & Thimmig LLP, or any other attorney or firm of attorneys designated by the Governmental Lender having a national reputation for skill in connection with the authorization and issuance of municipal obligations under Sections 103 and 141 through 150 (or any successor provisions) of the Code.

“Tax Counsel Approving Opinion” shall mean an opinion of Tax Counsel substantially to the effect that the Governmental Lender Note constitutes a valid and binding obligation of the Governmental Lender and that, under existing statutes, regulations published rulings and judicial decisions, the interest on the Governmental Lender Note is excludable from gross income for federal income tax purposes (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

“Tax Counsel No Adverse Effect Opinion” shall mean an opinion of Tax Counsel substantially to the effect that the taking of the action specified therein will not, in and of itself, adversely affect any exclusion of interest on the Governmental Lender Note from gross income for purposes of federal income taxation (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

“UCC” shall mean the Uniform Commercial Code as in effect in the State.

“Unassigned Rights” shall mean the Governmental Lender’s rights to (i) reimbursement and payment of its fees, costs and expenses and the Rebate Amount under Section 2.5 of the Borrower Loan Agreement and Section 4A(d) of the Regulatory Agreement, (ii) access to the Project under Section 5.17 of the Borrower Loan Agreement, (iii) indemnification under Section 5.15 of the Borrower Loan Agreement and Section 9 of the Regulatory Agreement, (iv) attorneys’ fees under Sections 5.11, 5.14 and 10.15 of the Borrower Loan Agreement, (v) receive notices, reports and other statements and its rights to consent to certain matters, including but not limited to its right to consent to amendments to this Funding Loan Agreement, the Borrower Loan Agreement and the Regulatory Agreement, and otherwise as provided in this Funding Loan Agreement and the Borrower Loan Agreement, (vi) seek performance by the Borrower of its obligations under the Regulatory Agreement, and (vii) seek performance of, and enforce, various tax covenants as described in Section 2.2(b)(i) of the Borrower Loan Agreement, including but not limited to those in Sections 5.34 and 5.35 of the Borrower Loan Agreement.

“Written Certificate,” “Written Certification,” “Written Consent,” “Written Direction,” “Written Notice,” “Written Order,” “Written Request,” and “Written Requisition” shall mean a written certificate, direction, request, notice, order or requisition signed by an Authorized Borrower Representative, an Authorized Governmental Lender Representative or an authorized representative of the Funding Lender and delivered to the Funding Lender, the Servicer or such other Person as required under the Funding Loan Documents.

“Yield” shall mean yield as defined in Section 148(h) of the Code and any regulations promulgated thereunder.

Section 1.2. Effect of Headings and Table of Contents. The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.3. Date of Funding Loan Agreement. The date of this Funding Loan Agreement is intended as and for a date for the convenient identification of this Funding Loan Agreement and is not intended to indicate that this Funding Loan Agreement was executed and delivered on said date.

Section 1.4. Designation of Time for Performance. Except as otherwise expressly provided herein, any reference in this Funding Loan Agreement to the time of day shall mean the time of day in the city where the Funding Lender maintains its place of business for the performance of its obligations under this Funding Loan Agreement.

Section 1.5. Interpretation. The parties hereto acknowledge that each of them and their respective counsel have participated in the drafting and revision of this Funding Loan Agreement. Accordingly, the parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Funding Loan Agreement or any amendment or supplement or exhibit hereto.

ARTICLE II

TERMS; GOVERNMENTAL LENDER NOTE

Section 2.1. Terms.

(a) Principal Amount; Permanent Loan Sizing. The total principal amount of the Funding Loan is hereby expressly limited to the Authorized Amount.

The amount of the Funding Loan and the Borrower Loan will be reduced on or before the Conversion Date to the Permanent Period Amount (as calculated in accordance with the Construction Funding Agreement), or such greater amount as may be approved by the Funding Lender, provided that any such increase (a) shall not exceed 120% of the Expected Permanent Loan Amount, and (b) shall be accompanied by a No Adverse Tax Effect Opinion of Tax Counsel.

(b) Draw-Down Funding. The proceeds of the Funding Loan shall be advanced by the Funding Lender to the Fiscal Agent for deposit by the Fiscal Agent to the Project Fund for the account of the Governmental Lender in accordance with the disbursement provisions of the Borrower Loan Agreement and the Construction Funding Agreement. Upon the advance of principal of the Borrower Loan under the Borrower Loan Agreement and the Construction Funding Agreement, a like amount of the Funding Loan shall be deemed concurrently and simultaneously advanced under this Funding Loan Agreement.

(c) Origination Date; Maturity. The Funding Loan shall be originated on the Closing Date and shall mature on the Maturity Date at which time the entire principal amount, to the extent not previously paid, and all accrued and unpaid interest, shall be due and payable.

(d) Principal. The outstanding principal amount of the Governmental Lender Note and of the Funding Loan as of any given date shall be the total amount advanced to the Fiscal Agent by the Funding Lender to or for the account of the Governmental Lender to fund the corresponding advance with respect to the Borrower Note under the Borrower Loan Agreement and the Construction Funding Agreement as proceeds of the Borrower Loan, less any payments

of principal of the Governmental Lender Note previously received upon payment of corresponding principal amounts under the Borrower Note, including regularly scheduled principal payments and voluntary and mandatory prepayments. The principal amount of the Governmental Lender Note and interest thereon shall be payable on the basis specified in this paragraph (d) and in paragraphs (e) and (f) of this Section 2.1.

The Fiscal Agent shall keep a record of all principal advances and principal repayments made under the Governmental Lender Note and shall upon written request provide the Governmental Lender with a statement of the outstanding principal balance of the Governmental Lender Note and the Funding Loan. The foregoing shall be in addition to the requirement that the Funding Lender provide monthly statements to the Governmental Lender in accordance with Section 8.10 hereof.

(e) Interest. Interest shall be paid on the outstanding principal amount of the Governmental Lender Note at the rate or rates set forth in the Borrower Note and otherwise as set forth in the Borrower Loan Agreement.

(f) Corresponding Payments. The payment or prepayment of principal, interest and premium, if any, due on the Governmental Lender Note shall be identical with and shall be made on the same dates, terms and conditions, as the principal, interest, Prepayment Premium, late payment fees and other amounts due on the Borrower Note. Any payment or prepayment made by the Borrower of principal, interest, premium, if any, due on the Borrower Note shall be deemed to be like payments or prepayments of principal, interest and Prepayment Premium, if any, due on the Governmental Lender Note.

(g) Usury. The Governmental Lender intends to conform strictly to the usury laws applicable to this Funding Loan Agreement and the Governmental Lender Note and all agreements made in the Governmental Lender Note, this Funding Loan Agreement and the Funding Loan Documents are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid as interest or the amounts paid for the use of money advanced or to be advanced hereunder exceed the highest lawful rate prescribed under any law which a court of competent jurisdiction may deem applicable hereto. If, from any circumstances whatsoever, the fulfillment of any provision of the Governmental Lender Note, this Funding Loan Agreement or the other Funding Loan Documents shall involve the payment of interest in excess of the limit prescribed by any law which a court of competent jurisdiction may deem applicable hereto, then the obligation to pay interest hereunder shall be reduced to the maximum limit prescribed by law. If from any circumstances whatsoever, the Funding Lender shall ever receive anything of value deemed interest, the amount of which would exceed the highest lawful rate, such amount as would be excessive interest shall be deemed to have been applied, as of the date of receipt by the Funding Lender, to the reduction of the principal remaining unpaid hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance, such excess shall be refunded to the Borrower. This paragraph shall control every other provision of the Governmental Lender Note, this Funding Loan Agreement and all other Funding Loan Documents.

In determining whether the amount of interest charged and paid might otherwise exceed the limit prescribed by law, the Governmental Lender intends and agrees that (i) interest shall be computed upon the assumption that payments under the Borrower Loan Agreement and other Funding Loan Documents will be paid according to the agreed terms, and (ii) any sums of money that are taken into account in the calculation of interest, even though paid at one time, shall be spread over the actual term of the Funding Loan.

Section 2.2. Form of Governmental Lender Note. As evidence of its obligation to repay the Funding Loan, simultaneously with the delivery of this Funding Loan Agreement to the Funding Lender, the Governmental Lender hereby agrees to execute and deliver the Governmental Lender Note. The Governmental Lender Note shall be substantially in the form set forth in Exhibit A attached hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Funding Loan Agreement.

In connection with Conversion, the Funding Lender shall have the right to exchange the then existing Governmental Lender Note on or after the Conversion Date for a new Governmental Lender Note dated the Conversion Date and in a stated principal amount equal to the then outstanding principal amount of the Governmental Lender Note, which principal amount will equal the Permanent Period Amount of the Borrower Loan, but shall not otherwise change any material terms of the Governmental Lender Note.

Section 2.3. Execution and Delivery of Governmental Lender Note. The Governmental Lender Note shall be executed on behalf of the Governmental Lender by the manual or facsimile signature of an Authorized Governmental Lender Representative. The manual or facsimile signature of individual who was the proper officer of the Governmental Lender at the time of execution shall bind the Governmental Lender, notwithstanding that such individual shall have ceased to hold such office prior to the execution and delivery of the Governmental Lender Note or shall not have held such office at the date of the Governmental Lender Note.

Section 2.4. Required Transferee Representations; Participations; Sale and Assignment.

(a) The Funding Lender shall deliver to the Governmental Lender and the Fiscal Agent the Required Transferee Representations in substantially the form attached hereto as Exhibit B on the Closing Date.

(b) The Funding Lender shall have the right to sell (i) the Governmental Lender Note and the Funding Loan in whole, or (ii) any portion of or a participation interest, in the Governmental Lender Note and the Funding Loan, to the extent permitted by Section 2.4(c) below, provided that such sale shall be only to Approved Transferees that execute and deliver to the Funding Lender, with a copy to the Governmental Lender and the Fiscal Agent, the Required Transferee Representations.

(c) Notwithstanding the other provisions of this Section 2.4, no beneficial ownership interest in the Governmental Lender Note and Funding Loan shall be sold in an amount that is less than the Minimum Beneficial Ownership Amount. Notwithstanding the foregoing, an owner of beneficial interest in the Governmental Lender Note shall not be a Noteowner, and the Noteowners shall only be those Persons which are shown as the Noteowners on the registration books maintained by the Funding Lender pursuant to Section 2.4(e).

(d) No service charge shall be made for any sale or assignment of any portion of the Governmental Lender Note, but the Governmental Lender may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any such sale or assignment. Such sums shall be paid in every instance by the purchaser or assignee of the Funding Loan or portion thereof.

(e) The Governmental Lender Note, or any interest therein, shall be in fully registered form transferable to subsequent owners only on the registration books which shall be maintained by the Funding Lender for such purpose and which shall be open to inspection by

the Governmental Lender. The Governmental Lender Note shall not be transferred through the services of the Depository Trust Company or any other third party registrar.

The Fiscal Agent acknowledges that the Funding Lender is the initial registered owner of the Governmental Lender Note and shall remain the sole registered owner of the Governmental Lender Note except as provided herein. The Funding Lender shall provide written notice to the Fiscal Agent of any transfer by the Funding Lender of the Governmental Lender Note or any interest of the Funding Lender in the Governmental Lender Note.

(f) The parties agree that no rating shall be sought from a rating agency with respect to the Funding Loan or the Governmental Lender Note.

ARTICLE III

PREPAYMENT

Section 3.1. Prepayment of the Governmental Lender Note from Prepayment under the Borrower Note. The Governmental Lender Note is subject to voluntary and mandatory prepayment as follows:

(a) The Governmental Lender Note shall be subject to voluntary prepayment in full or in part by the Governmental Lender, from funds received by the Fiscal Agent from the Borrower under the Borrower Loan Agreement to the extent and in the manner and on any date that the Borrower Note is subject to voluntary prepayment as set forth therein, at a prepayment price equal to the principal balance of the Borrower Note to be prepaid, plus interest thereon to the date of prepayment and the amount of any Prepayment Premium payable under the Borrower Note, plus any Additional Borrower Payments due and payable under the Borrower Loan Agreement through the date of prepayment.

The Borrower shall not have the right to voluntarily prepay all or any portion of the Borrower Note, thereby causing the Governmental Lender Note to be prepaid, except as specifically permitted in the Borrower Note, without the prior written consent of Funding Lender, which may be withheld in Funding Lender's sole and absolute discretion.

(b) The Governmental Lender Note shall be subject to mandatory prepayment in whole or in part upon prepayment of the Borrower Note at the direction of the Funding Lender in accordance with the terms of the Borrower Note at a prepayment price equal to the outstanding principal balance of the Borrower Note prepaid, plus accrued interest plus any other amounts payable under the Borrower Note or the Borrower Loan Agreement.

Section 3.2. Notice of Prepayment. Notice of prepayment of the Governmental Lender Note shall be deemed given to the extent that notice of prepayment of the Borrower Note is timely and properly given to the Funding Lender (with a copy to the Governmental Lender) in accordance with the terms of the Borrower Note and the Borrower Loan Agreement, and no separate notice of prepayment of the Governmental Lender Note is required to be given.

ARTICLE IV

SECURITY

Section 4.1. Security for the Funding Loan. To secure the payment of the Funding Loan and the Governmental Lender Note, to declare the terms and conditions on which the Funding Loan and the Governmental Lender Note are secured, and in consideration of the premises and of the funding of the Funding Loan by the Funding Lender, the Governmental Lender by these presents does grant, bargain, sell, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to the Funding Lender (except as limited herein), a lien on and security interest in the following described property (excepting, however, in each case, the Unassigned Rights) (said property, rights and privileges being herein collectively called, the "Security"):

(a) All right, title and interest of the Governmental Lender in, to and under the Borrower Loan Agreement and the Borrower Note, including, without limitation, all rents, revenues and receipts derived by the Governmental Lender from the Borrower relating to the Project and including, without limitation, all Pledged Revenues, Borrower Loan Payments and Additional Borrower Payments derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Borrower Loan Agreement; provided that the pledge and assignment made under this Funding Loan Agreement shall not impair or diminish the obligations of the Governmental Lender under the provisions of the Borrower Loan Agreement;

(b) All right, title and interest of the Governmental Lender in, to and under, together with all rights, remedies, privileges and options pertaining to, the Funding Loan Documents, and all other payments, revenues and receipts derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Funding Loan Documents;

(c) Any and all moneys and investments from time to time on deposit in, or forming a part of, all funds and accounts created and held under this Funding Loan Agreement and any other amounts held under the Contingency Draw-Down Agreement, subject to the provisions of this Funding Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

(d) Any and all other real or personal property of every kind and nature or description, which may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien of this Funding Loan Agreement as additional security by the Governmental Lender or anyone on its part or with its consent, or which pursuant to any of the provisions hereof or of the Borrower Loan Agreement may come into the possession or control of the Fiscal Agent, the Funding Lender or a receiver appointed pursuant to this Funding Loan Agreement; and the Funding Lender and the Fiscal Agent are hereby authorized to receive any and all such property as and for additional security for the Funding Loan and the Governmental Lender Note and to hold and apply all such property subject to the terms hereof.

The pledge and assignment of and the security interest granted in the Security pursuant to this Section 4.1 for the payment of the principal of, premium, if any, and interest on the Governmental Lender Note, in accordance with its terms and provisions, and for the payment of all other amounts due hereunder, shall attach and be valid and binding from and after the time of the delivery of the Governmental Lender Note by the Governmental Lender. The

Security so pledged and then or thereafter received by the Governmental Lender, the Fiscal Agent or the Funding Lender shall immediately be subject to the lien of such pledge and security interest without any physical delivery or recording thereof or further act, and the lien of such pledge and security interest shall be valid and binding and prior to the claims of any and all parties having claims of any kind in tort, contract or otherwise against the Governmental Lender irrespective of whether such parties have notice thereof.

The Borrower Loan shall be senior in right of payment and security to the Subordinate Bond Loans and all debt service payments (including, but not limited to, interest and principal, whether at maturity or by mandatory prepayment, acceleration or otherwise) on the Subordinate Bond Loans, and all other payment obligations of the Borrower with respect to the Subordinate Bond Loan or the Subordinate Bonds.

Section 4.2. Delivery of Security. To provide security for the payment of the Funding Loan and the Governmental Lender Note, the Governmental Lender has pledged and assigned to secure payment of the Funding Loan and the Governmental Lender Note its right, title and interest in the Security to the Funding Lender. In connection with such pledge, assignment, transfer and conveyance, there shall be delivered to the Funding Lender, by or at the direction of the Borrower, the following documents or instruments promptly following their execution and, to the extent applicable, their recording or filing:

(a) The Borrower Note endorsed without recourse to the Funding Lender by the Governmental Lender;

(b) The originally executed Borrower Loan Agreement and Regulatory Agreement;

(c) The originally executed Security Instrument and all other Borrower Loan Documents existing at the time of delivery of the Borrower Note and an assignment for security of the Security Instrument from the Governmental Lender to the Funding Lender, in recordable form;

(d) Uniform Commercial Code financing statements or other chattel security documents giving notice of the Funding Lender's status as an assignee of the Governmental Lender's security interest in any personal property forming part of the Project, in form suitable for filing; and

(e) Uniform Commercial Code financing statements giving notice of the pledge by the Governmental Lender of the Security pledged under this Funding Loan Agreement.

There shall delivered and deposited with the Funding Lender such additional documents, financing statements, and instruments as the Funding Lender may reasonably require from time to time for the better perfecting and assuring to the Funding Lender of its lien and security interest in and to the Security, including, at the request of the Funding Lender, any amounts held under the Contingency Draw-Down Agreement, in each case at the expense of the Borrower.

ARTICLE V

LIMITED LIABILITY

Section 5.1. Source of Payment of Funding Loan and Other Obligations. The Funding Loan and the Governmental Lender Note are limited obligations of the Governmental Lender, payable solely from the Pledged Revenues and other funds and moneys and Security pledged and assigned hereunder. None of the Governmental Lender (except as provided in the first sentence of this Section 5.1), the City of Richmond, California, or the State or any political subdivision thereof (except the Governmental Lender, to the limited extent set forth herein) nor any other public agency shall in any event be liable for the payment of the principal of, Prepayment Premium (if any) or interest on the Governmental Lender Note and the Funding Loan or for the performance of any pledge, obligation or agreement of any kind whatsoever with respect thereto except as set forth herein, and none of the Funding Loan or the Governmental Lender Note or any of the Governmental Lender's agreements or obligations with respect to the Funding Loan, the Governmental Lender Note, or hereunder or under any of the other Funding Loan Documents, shall be construed to constitute an indebtedness of or a pledge of the faith and credit of or a loan of the credit of or a moral obligation of any of the foregoing within the meaning of any constitutional or statutory provision whatsoever.

Section 5.2. Exempt From Individual Liability. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of any present or future member of the Board of Supervisors, officer, director, employee or agent of the Governmental Lender in his individual capacity, and none of the members of the Board of Supervisors, the officers, directors, employees or agents of the Governmental Lender executing the Governmental Lender Note or this Funding Loan Agreement shall be liable personally on the Governmental Lender Note or under this Funding Loan Agreement or be subject to any personal liability or accountability by reason of the issuance of the Governmental Lender Note or the execution of this Funding Loan Agreement or any of the other Funding Loan Documents.

ARTICLE VI

CLOSING CONDITIONS; APPLICATION OF FUNDS

Section 6.1. Conditions Precedent to Closing. Closing of the Funding Loan on the Closing Date shall be conditioned upon satisfaction or waiver by the Funding Lender in its sole discretion of each of the conditions precedent to closing set forth in this Funding Loan Agreement, including but not limited to the following:

- (a) Receipt by the Funding Lender of the original Governmental Lender Note;
- (b) Receipt by the Funding Lender of the original executed Borrower Note, endorsed without recourse to the Funding Lender by the Governmental Lender;
- (c) Receipt by the Funding Lender of executed counterpart copies of this Funding Loan Agreement, the Borrower Loan Agreement, the Construction Funding Agreement, the Regulatory Agreement, the Tax Certificate and the Security Instrument;
- (d) Receipt by the Funding Lender of a certified copy of the Resolution;
- (e) Executed Required Transferee Representations from the Funding Lender;

(f) Delivery into escrow, as appropriate, of all amounts required to be paid in connection with the origination of the Borrower Loan and the Funding Loan and any underlying real estate transfers or transactions, including the Costs of Funding Deposit, in accordance with Section 2.3(c)(ii) of the Borrower Loan Agreement;

(g) Receipt by the Funding Lender of a Tax Counsel Approving Opinion;

(h) Receipt by the Funding Lender of an Opinion of Counsel from Tax Counsel to the effect that the Governmental Lender Note is exempt from registration under the Securities Act, and this Funding Loan Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(i) Delivery of an opinion of counsel to the Borrower addressed to the Governmental Lender to the effect that the Borrower Loan Documents and the Regulatory Agreement 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 Governmental Lender; and

(j) Receipt by the Funding Lender of any other documents or opinions that the Funding Lender or Tax Counsel may require.

ARTICLE VII

FUNDS AND ACCOUNTS

Section 7.1. Authorization to Create Funds and Accounts. Except as specifically provided in this Section 7.1, no funds or accounts shall be established in connection with the Funding Loan at the time of closing and origination of the Funding Loan. The Funding Lender, the Fiscal Agent and the Servicer, if any, and the designee of any of them, are authorized to establish and create from time to time such other funds and accounts or subaccounts as may be necessary for the deposit of moneys (including, without limitation, insurance proceeds and/or condemnation awards), if any, received by the Governmental Lender, the Fiscal Agent, the Funding Lender or the Servicer pursuant to the terms hereof or any of the other Funding Loan Documents and not immediately transferred or disbursed pursuant to the terms of the Funding Loan Documents and/or the Borrower Loan Documents.

Section 7.2. Investment of Funds. Amounts held in any funds or accounts created under or pursuant to this Funding Loan Agreement shall be invested by the Fiscal Agent, the Funding Lender, the Servicer or the designee of the Funding Lender or Servicer, as applicable, in Permitted Investments at the written direction of the Borrower, subject in all cases to the restrictions of Section 8.7 hereof and of the Tax Certificate. The Borrower's instruction shall be sufficient evidence that the investment constitutes a Permitted Investment (including as to the legality thereof). In the absence of any such instruction, monies shall be held uninvested. Permitted Investments purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in such fund or account. For purposes of acquiring any investments hereunder, the Fiscal Agent may commingle funds held by it hereunder, except as provided in Section 7.8(h) hereof with respect to the Rebate Fund. The Fiscal Agent shall incur no liability for losses arising from any investments made pursuant to this Section.

The Fiscal Agent shall furnish the Borrower and Funding Lender periodic cash transaction statements that include detail for all investment transactions effected by the Fiscal

Agent or brokers selected by the Borrower. Upon the Borrower's or Funding Lender's election, such statements will be delivered via the Fiscal Agent's online service, and upon electing such service, paper statements will be provided only upon request. The Borrower waives the right to receive brokerage confirmations of security transactions effected by the Fiscal Agent as they occur, to the extent permitted by law. The Borrower further understands that trade confirmations for securities transactions effected by the Fiscal Agent will be available upon request and at no additional cost, and other trade confirmations may be obtained from the applicable broker.

Section 7.3. Establishment of Funds. There are established with the Fiscal Agent the following funds and accounts:

- (a) The Funding Loan Payment Fund;
- (b) The Project Fund (consisting solely of a Note Proceeds Account and an Equity Account);
- (c) The Expense Fund;
- (d) [reserved]; and
- (e) The Rebate Fund (to be established by the Fiscal Agent once the Fiscal Agent is required to deposit or transfer, as applicable, amounts to the Rebate Fund in accordance with Section 7.8(a)).

All money required to be deposited with or paid to the Fiscal Agent for the account of any of the funds or accounts created by this Funding Loan Agreement shall be held by the Fiscal Agent for the benefit of the Funding Lender, and except for money held in the Expense Fund or the Rebate Fund, shall, while held by the Fiscal Agent, constitute part of the Pledged Revenues and be subject to the lien hereof.

Section 7.4. Funding Loan Payment Fund. The Governmental Lender and the Borrower shall have no interest in the Funding Loan Payment Fund or the moneys therein, which shall always be maintained by the Fiscal Agent completely separate and segregated from all other moneys held hereunder and from any other moneys of the Governmental Lender and the Borrower.

The Fiscal Agent shall deposit into the Funding Loan Payment Fund any amounts received from or on behalf of the Borrower as payments of principal of or premium and interest on the Borrower Loan and any other amounts received by the Fiscal Agent that are subject to the lien and pledge of this Funding Loan Agreement, including any Pledged Revenues not required to be deposited to the Expense Fund or not otherwise specifically directed in writing to be deposited into other funds created by this Funding Loan Agreement.

The Fiscal Agent shall apply all amounts on deposit in the Funding Loan Payment Fund in the following order of priority:

First, to pay or provide for the payment of the interest then due on the Funding Loan to the Funding Lender or any transferee of the Funding Lender with respect to the Funding Loan;

Second, to pay or provide for the payment or the prepayment (together with any Prepayment Premium payable in connection with such prepayment) of principal on the

Funding Loan to the Funding Lender or any transferee of the Funding Lender with respect to the Funding Loan, provided moneys have been transferred or deposited into the Funding Loan Payment Fund for such purpose; and

Third, to pay or provide for the payment of the Funding Loan on the Maturity Date to the Funding Lender or any transferee of the Funding Lender with respect to the Funding Loan.

Section 7.5. Expense Fund. The Fiscal Agent shall deposit into the Expense Fund the amounts required by the Regulatory Agreement or the Borrower Loan Agreement to be paid by the Borrower to the Governmental Lender or the Fiscal Agent on behalf of the Borrower. Amounts on deposit in the Expense Fund shall be used to pay the fees and expenses of the Governmental Lender and the Fiscal Agent, as and when the same become due. In that regard, moneys in the Expense Fund shall be withdrawn or maintained, as appropriate, by the Fiscal Agent to pay (i) the Ongoing Governmental Lender Fee to the Governmental Lender as and when due, (ii) the Fiscal Agent's Fees to the Fiscal Agent when due, (iii) upon receipt, to the Fiscal Agent, any amounts due to the Fiscal Agent which have not been paid, other than amounts paid in accordance with clause (ii) hereof, and (iv) upon receipt, to, or at the direction of, the Governmental Lender, any amounts owing the Governmental Lender by the Borrower and then due and unpaid, other than amounts paid in accordance with clause (i) hereof.

In the event that the amounts on deposit in the Expense Fund are not equal to the amounts payable from the Expense Fund as provided in the preceding paragraph on any date on which such amounts are due and payable, the Fiscal Agent shall give notice to the Borrower of such deficiency and of the amount of such deficiency and request payment within two Business Days to the Fiscal Agent of the amount of such deficiency.

Written notice of any insufficiency, which would result in the Governmental Lender not receiving the Ongoing Governmental Lender Fee on the applicable due date, shall be provided by the Fiscal Agent to the Governmental Lender (with a copy to the Borrower and the Funding Lender) within 10 days of the respective due date.

Upon payment by the Borrower to the Fiscal Agent of such deficiency, the amounts for which such deficiency was requested shall be paid by the Fiscal Agent.

Notwithstanding anything herein to the contrary, the Fiscal Agent, on behalf of the Governmental Lender, shall prepare and submit a written invoice to the Borrower for payment of the Ongoing Governmental Lender Fee not later than 30 days prior to the due date for payment of the Ongoing Governmental Lender Fee, and shall remit moneys received by the Borrower to the Governmental Lender for payment of such fee.

Section 7.6. Closing Costs. The Closing Costs will be paid on the Closing Date from funds advanced by the Borrower to Commonwealth Land Title Company from a source or sources other than the proceeds of the Borrower Loan.

Section 7.7. Project Fund.

(a) The proceeds of the Funding Loan received by the Fiscal Agent shall be deposited by the Fiscal Agent to the Note Proceeds Account of the Project Fund. All proceeds of the Borrower Deferred Equity, as well as any additional amounts delivered from time to time to the Fiscal Agent by or on behalf of the Borrower (excluding any proceeds of the Funding Loan) shall be deposited by the Fiscal Agent to the Equity Account of the Project Fund. The Fiscal Agent shall disburse moneys in the Project Fund for the acquisition, construction, development

and equipping of the Project, to pay other Qualified Project Costs and to pay other costs related to the Project as provided herein.

Not less than 97% of the moneys deposited in and credited to the Note Proceeds Account of the Project Fund, representing the proceeds of the Funding Loan, will be expended for Qualified Project Costs (the "97% Requirement"). However, before any advance of the Funding Loan is made, the Regulatory Agreement shall have been executed and submitted to a title company for recordation in the official records of the County of Contra Costa.

Before any payment shall be made from the Note Proceeds Account of the Project Fund, there shall be filed with the Fiscal Agent a Written Requisition of the Borrower substantially in the form attached hereto as Exhibit C and consented to by the Funding Lender pursuant to the terms, conditions and provisions of the Construction Funding Agreement, with a copy to the Governmental Lender.

(b) Upon receipt of each Written Requisition submitted by the Borrower and approved in writing by the Funding Lender, the Fiscal Agent shall promptly, but in any case within two Business Days, make payment from the appropriate account within the Project Fund in accordance with such Written Requisition. The Fiscal Agent shall have no duty to determine whether any requested disbursement from the Project Fund complies with the terms, conditions and provisions of the Funding Loan Documents, constitutes payment of Qualified Project Costs or complies with the 97% Requirement. The approval in writing of a Written Requisition by the Funding Lender shall be deemed a certification and, insofar as the Fiscal Agent and the Governmental Lender are concerned, shall constitute conclusive evidence that all of the terms, conditions and requirements of the Funding Loan Documents applicable to such disbursement have been fully satisfied or waived and the Written Requisition from the Borrower shall, insofar as the Fiscal Agent and the Governmental Lender are concerned, constitute conclusive evidence that the costs described in the Written Requisition constitute Qualified Project Costs or other permitted Project costs. These documents shall be retained by the Fiscal Agent, subject at all reasonable times to examination by the Borrower, the Governmental Lender, the Funding Lender and the agents and representatives thereof upon reasonable notice to the Fiscal Agent. The Fiscal Agent is not required to inspect the Project or the construction work or to make any independent investigation with respect to the matters set forth in any Written Requisition or other statements, orders, certifications and approvals received by the Fiscal Agent. The Fiscal Agent is not required to obtain completion bonds, lien releases or otherwise supervise the acquisition, construction, development and equipping of the Project.

Notwithstanding anything to the contrary contained herein, only the signature of an authorized officer of the Funding Lender shall be required on a Written Requisition during any period in which a default by the Borrower has occurred and is then continuing under the Borrower Loan (notice of which default has been given in writing by an authorized officer of the Funding Lender to the Fiscal Agent and the Governmental Lender, and the Fiscal Agent shall be entitled to conclusively rely on any such Written Notice as to the occurrence and continuation of such a default). Furthermore, the Fiscal Agent shall disburse amounts in the Project Fund upon receipt of a Written Requisition signed only by the Funding Lender (and without any need for any signature by an Authorized Borrower Representative) so long as the amount to be disbursed is to be used solely to make payments of principal, interest and/or fees due under the Funding Loan Documents.

The Fiscal Agent shall immediately provide Written Notice to the Borrower, the Funding Lender and the Governmental Lender if there are not sufficient funds available to or on deposit with the Fiscal Agent to make the payments as and when required by this Section 7.7(b). Except as provided in the next sentence, all such payments shall be made by check or draft payable, or

by wire transfer in accordance with the payment instructions set forth in the Written Requisition. The Fiscal Agent shall conclusively rely on the payment instructions provided in any Written Requisition or invoices provided in connection therewith, and the Fiscal Agent shall have no duty to authenticate or investigate such payment instructions or the authority under which they were given. Upon the occurrence of an Event of Default of the Borrower of which the Fiscal Agent has knowledge as provided herein, which is continuing under the Funding Loan Documents, with the Written Consent of the Funding Lender, the Fiscal Agent may apply amounts on deposit in the Project Fund to the payment of principal of and interest on the Funding Loan.

(c) Immediately prior to any mandatory prepayment of the Funding Loan pursuant to hereto, any amounts then remaining in the Project Fund shall, at the written direction of the Funding Lender, be transferred to the Funding Loan Payment Fund to be applied to the prepayment of the Funding Loan pursuant hereto.

(d) Amounts on deposit in the Project Fund, other than the deposit to the Note Proceeds Account on the Closing Date (which will be promptly disbursed therefrom pursuant to Section 7.7(a) above) which shall be held uninvested until disbursed, shall be invested in Permitted Investments directed in writing by the Borrower. Investment Income earned on amounts on deposit in each account of the Project Fund shall be retained in and credited to and become a part of the amounts on deposit in that account of the Project Fund. Upon final disbursement of all amounts on deposit in the Project Fund, the Fiscal Agent shall close the Project Fund.

Section 7.8. Rebate Fund.

(a) The Fiscal Agent shall deposit or transfer to the credit of the Rebate Fund each amount delivered to the Fiscal Agent by the Borrower for deposit thereto and each amount directed by the Borrower to be transferred thereto.

(b) Within 15 days after each receipt or transfer of funds to the Rebate Fund, the Fiscal Agent shall withdraw from the Rebate Fund and pay to the United States of America the entire balance of the Rebate Fund.

(c) All payments to the United States of America pursuant to this Section shall be made by the Fiscal Agent for the account and in the name of the Governmental Lender and shall be paid through the United States Mail (return receipt requested or overnight delivery), addressed to the appropriate Internal Revenue Service Center and accompanied by the appropriate Internal Revenue Service forms (such completed and signed forms to be provided to the Fiscal Agent by the Borrower or the Rebate Analyst).

(d) The Fiscal Agent shall preserve all statements, forms and explanations received from the Borrower and delivered to the Fiscal Agent and all records of transactions in the Rebate Fund until six years after the retirement of the Governmental Lender Note.

(e) The Fiscal Agent may conclusively rely on the instructions of the Borrower (based upon the report of the Rebate Analyst) with regard to any actions to be taken by it pursuant to this Section and shall have no liability for any consequences of any failure of the Borrower or the Rebate Analyst to perform its duties or obligations or to supply accurate or sufficient instructions. Except as specifically provided in Subsection (b) above, the Fiscal Agent shall have no duty or responsibility with respect to the Rebate Fund or the Borrower's duties and responsibilities with respect thereto except to follow the Borrower's specific written instruction related thereto.

(f) If at any time during the term of this Funding Loan Agreement the Governmental Lender, the Fiscal Agent or the Borrower desires to take any action that would otherwise be prohibited by the terms of this Section, such person shall be permitted to take such action if it shall first obtain and provide to the other persons named herein, a Tax Counsel No Adverse Effect Opinion and an opinion of Tax Counsel that such action shall be in compliance with the laws of the State and the terms of this Funding Loan Agreement.

(g) Moneys and securities held by the Fiscal Agent in the Rebate Fund shall not be deemed funds of the Governmental Lender and are not pledged or otherwise subject to any security interest in favor of the Owners to secure the Governmental Lender Note or any other obligations.

(h) Moneys in the Rebate Fund may be separately invested and reinvested by the Fiscal Agent, at the request of and as directed in writing by the Borrower, in Permitted Investments, subject to the Code. The Fiscal Agent shall sell and reduce to cash a sufficient amount of such Permitted Investments, as directed in writing by the Borrower, whenever the cash balance in the Rebate Fund is insufficient for its purposes.

(i) Notwithstanding anything to the contrary in this Funding Loan Agreement, no payment shall be made by the Fiscal Agent to the United States if the Borrower shall furnish to the Governmental Lender and the Fiscal Agent, an opinion of Tax Counsel to the effect that such payment is not required under Section 148(d) and (f) of the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Governmental Lender Note. In such event the Borrower shall be entitled to withdraw funds from the Rebate Fund to the extent the Borrower shall provide a Tax Counsel No Adverse Effect Opinion to the Governmental Lender and the Fiscal Agent with respect to such withdrawal.

(j) The Fiscal Agent shall keep and make available to the Governmental Lender and the Borrower records concerning the investments of all funds held by the Fiscal Agent pursuant to the Funding Loan Agreement including date bought and sold, price and commission paid, and bids taken, if any, and shall keep all such records until six years after the date on which neither of the Governmental Lender Note are Outstanding in order to enable the Borrower to make the computations required under Section 148(f) of the Code.

(k) Notwithstanding the foregoing, the computations and payments of rebate amounts referred to in this Section 7.8 need not be made to the extent that neither the Governmental Lender nor the Borrower will thereby fail to comply with any requirements of Section 148(f) of the Code based on a Tax Counsel No Adverse Effect Opinion, a copy of which shall be provided to the Fiscal Agent and the Governmental Lender.

ARTICLE VIII

REPRESENTATIONS AND COVENANTS

Section 8.1. General Representations. The Governmental Lender makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Governmental Lender is a political subdivision and body corporate and politic, organized and existing under the laws of the State of California.

(b) The Governmental Lender has all necessary power and authority to enter into the Funding Loan Documents to which it is a party (the "Governmental Lender

Documents”), and to perform its duties and discharge its obligations hereunder and thereunder.

(c) To the best knowledge of the Governmental Lender, the Governmental Lender has complied with the provisions of the Act and the laws of the State which are prerequisites to the consummation of the transactions on the part of the Governmental Lender contemplated by the Governmental Lender Documents.

(d) To the best knowledge of the Governmental Lender, the execution and delivery by the Governmental Lender of the Governmental Lender Documents, the consummation of the transactions on the part of the Governmental Lender contemplated thereby and the fulfillment of or compliance with the terms and conditions thereof by the Governmental Lender do not conflict with or result in the breach of any of the terms, conditions or provisions of any agreement or instrument or judgment, order or decree to which the Governmental Lender is now a party or by which it is bound, nor do they constitute a default under any of the foregoing or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature upon any property or assets of the Governmental Lender under the terms of any instrument or agreement.

(e) The revenues and receipts to be derived from the Borrower Loan Agreement, the Borrower Note and this Funding Loan Agreement have not been pledged previously by the Governmental Lender to secure any of its notes or bonds other than the Funding Loan as evidenced by the Governmental Lender Note.

THE GOVERNMENTAL LENDER MAKES NO REPRESENTATION, COVENANT OR AGREEMENT AS TO THE FINANCIAL POSITION OR BUSINESS CONDITION OF THE BORROWER OR THE PROJECT AND DOES NOT REPRESENT OR WARRANT AS TO ANY STATEMENTS, MATERIALS, REPRESENTATIONS OR CERTIFICATIONS FURNISHED BY THE BORROWER IN CONNECTION WITH THE FUNDING LOAN OR THE BORROWER LOAN, OR AS TO THE CORRECTNESS, COMPLETENESS OR ACCURACY THEREOF.

Section 8.2. No Encumbrance on Security. The Governmental Lender will not knowingly create or knowingly permit the creation of any mortgage, pledge, lien, charge or encumbrance of any kind on the Security or any part thereof prior to or on a parity with the lien of this Funding Loan Agreement, except as expressly permitted or contemplated by the Funding Loan Documents.

Section 8.3. Repayment of Funding Loan. Subject to the provisions of Article III hereof, the Governmental Lender will duly and punctually repay, or cause to be repaid, the Funding Loan, as evidenced by the Governmental Lender Note, as and when the same shall become due, all in accordance with the terms of the Governmental Lender Note and this Funding Loan Agreement. The Borrower Loan shall be senior in right of payment and security to the Subordinate Bond Loans and all debt service payments (including, but not limited to, interest and principal, whether at maturity or by mandatory prepayment, acceleration or otherwise) on the Subordinate Bond Loans, and all other payment obligations of the Borrower with respect to the Subordinate Bond Loans or the Subordinate Bonds.

Section 8.4. Servicer. The Funding Lender may appoint a Servicer to service and administer the Funding Loan and/or the Borrower Loan on behalf of the Funding Lender, including without limitation the fulfillment of rights and responsibilities granted by Governmental Lender to Funding Lender pursuant to Section 2.1 of the Borrower Loan Agreement.

Section 8.5. Borrower Loan Agreement Performance.

(a) The Funding Lender and the Servicer, if any, on behalf of the Governmental Lender, may (but shall not be required or obligated to) perform and observe any agreement or covenant of the Governmental Lender under the Borrower Loan Agreement, all to the end that the Governmental Lender's rights under the Borrower Loan Agreement may be unimpaired and free from default.

(b) The Governmental Lender will promptly notify the Borrower, the Servicer and the Funding Lender in writing of the occurrence of any Borrower Loan Agreement Default, provided that the Governmental Lender has received written notice of such event.

Section 8.6. Maintenance of Records; Inspection of Records.

(a) The Funding Lender shall keep and maintain adequate records pertaining to any funds and accounts established hereunder, including all deposits to and disbursements from said funds and accounts and shall keep and maintain the registration books for the Funding Loan, the Governmental Lender Note and interests therein. The Funding Lender shall retain in its possession all certifications and other documents presented to it, all such records and all records of principal, interest and premium paid on the Funding Loan, subject to the inspection of the Governmental Lender and its representatives at all reasonable times and upon reasonable prior notice.

(b) The Governmental Lender will at any and all times, upon the reasonable request of the Servicer, the Borrower or the Funding Lender, afford and procure a reasonable opportunity by their respective representatives to inspect the books, records, reports and other papers of the Governmental Lender relating to the Project and the Funding Loan, if any, and to make copies thereof.

Section 8.7. Tax Covenants. The Governmental Lender covenants to and for the benefit of the Funding Lender that it will:

(a) Require the Borrower to execute the Regulatory Agreement as a condition of funding the Borrower Loan;

(b) Not knowingly take or cause to be taken any action or actions, or knowingly fail to take any action or actions, which would cause the interest payable on the Governmental Lender Note to be includable in gross income for federal income tax purposes;

(c) Whenever and so often as requested in writing by Funding Lender, the Governmental Lender (at the sole cost and expense of the Borrower), shall do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Governmental Lender on the Governmental Lender Note will be excluded from the gross income of the owners of the Governmental Lender Note, for federal income tax purposes, pursuant to Section 103 of the Code, except in the event where any owner of the Funding Loan or a portion thereof is a "substantial user" of the facilities financed with the Funding Loan or a "related person" within the meaning of Section 147(a) of the Code;

(d) Not knowingly take any action nor, solely in reliance upon the covenants and representations of the Borrower in the Borrower Loan Agreement, in the Regulatory Agreement and in the Tax Certificate, knowingly permit or suffer any action to be taken

if the result of the same would be to cause the Funding Loan to be “federally guaranteed” within the meaning of Section 149(b) of the Code and the Regulations; and

(e) Require the Borrower to agree, solely by causing the Borrower to execute and deliver the Borrower Loan Agreement, not to commit any act and not to make any use of the proceeds of the Funding Loan, or any other moneys which may be deemed to be proceeds of the Funding Loan pursuant to the Code, which would cause the Funding Loan to be an “arbitrage bond” within the meaning of Sections 103(b) and 148 the Code, and to comply with the requirements of the Code throughout the term of the Funding Loan; and

(f) Require the Borrower, solely by causing the Borrower to execute and deliver the Borrower Loan Agreement, to take all steps necessary to compute and pay any rebatable arbitrage in accordance with Section 148(f) of the Code.

In furtherance of the covenants in this Section 8.7, the Governmental Lender and the Borrower shall execute, deliver and comply with the provisions of the Tax Certificate, which are by this reference incorporated into this Funding Loan Agreement and made a part of this Funding Loan Agreement as if set forth in this Funding Loan Agreement in full. In the event of any conflict between the terms of this Funding Loan Agreement and the Tax Certificate, the terms of the Tax Certificate shall control.

For purposes of this Section 8.7 the Governmental Lender’s compliance shall be based solely on matters within the Governmental Lender’s control and no acts, omissions or directions of the Borrower, the Funding Lender or any other Persons shall be attributed to the Governmental Lender.

In complying with the foregoing covenants, the Governmental Lender may rely from time to time on a Tax Counsel No Adverse Effect Opinion or other appropriate opinion of Tax Counsel.

Section 8.8. Performance by the Borrower. Without relieving the Governmental Lender from the responsibility for performance and observance of the agreements and covenants required to be performed and observed by it hereunder, the Borrower, on behalf of the Governmental Lender, may (but is under no obligation to) perform any such agreement or covenant if no Borrower Loan Agreement Default or Potential Default under (and as such term is defined in) the Borrower Loan Agreement exists.

Section 8.9. Maintenance of Records. The Funding Lender shall keep and maintain adequate records pertaining to the funds and accounts, if any, established hereunder, including all deposits to and disbursements from said funds and accounts and shall keep and maintain the registration books for the Funding Loan and interests therein.

Section 8.10. Statements of Balances. Promptly following receipt of any Written Request of the Governmental Lender therefor, the Funding Lender shall provide a statement of all loan and fund balances under this Funding Loan Agreement to the Governmental Lender.

ARTICLE IX

DEFAULT; REMEDIES

Section 9.1. Events of Default. Any one or more of the following shall constitute an event of default (an “Event of Default”) under this Funding Loan Agreement (whatever the

reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) A default in the payment of any interest upon the Governmental Lender Note when such interest becomes due and payable; or

(b) A default in the payment of principal of, or premium on, the Governmental Lender Note when such principal or premium becomes due and payable, whether at its stated maturity, by declaration of acceleration or call for mandatory prepayment or otherwise; or

(c) Subject to Section 8.8 hereof, default in the performance or breach of any material covenant or warranty of the Governmental Lender in this Funding Loan Agreement (other than a covenant or warranty or default in the performance or breach of which is elsewhere in this Section specifically dealt with), and continuance of such default or breach for a period of 30 days after there has been given written notice, as provided in Section 12.1 hereof, to the Governmental Lender and the Borrower by the Funding Lender or the Servicer, specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" under this Funding Loan Agreement; provided that, so long as the Governmental Lender has commenced to cure such failure to observe or perform within the thirty (30) day cure period and the subject matter of the default is not capable of cure within said thirty (30) day period and the Governmental Lender is diligently pursuing such cure to the Funding Lender's satisfaction, with the Funding Lender's Written Direction or Written Consent, then the Governmental Lender shall have an additional period of time as reasonably necessary (not to exceed 30 days unless extended in writing by the Funding Lender) within which to cure such default; or

(d) A default in the payment of any Additional Borrower Payments; or

(e) Any other "Default" or "Event of Default" under any of the other Funding Loan Documents (taking into account any applicable grace periods therein).

Section 9.2. Acceleration of Maturity; Rescission and Annulment.

(a) Subject to the provisions of Section 9.9 hereof, upon the occurrence of an Event of Default under Section 9.1 hereof, then and in every such case, the Funding Lender may declare the principal of the Funding Loan and the Governmental Lender Note and the interest accrued to be immediately due and payable, by notice to the Governmental Lender and the Borrower and upon any such declaration, all principal of and Prepayment Premium, if any, and interest on the Funding Loan and the Governmental Lender Note shall become immediately due and payable.

(b) At any time after a declaration of acceleration has been made pursuant to subsection (a) of this Section, the Funding Lender may by Written Notice to the Governmental Lender, rescind and annul such declaration and its consequences if:

(i) there has been deposited with the Funding Lender a sum sufficient to pay (1) all overdue installments of interest on the Governmental Lender Note, (2) the principal of and Prepayment Premium on the Governmental Lender Note that has become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in the Governmental Lender Note, (3) to the extent that

payment of such interest is lawful, interest upon overdue installments of interest at the rate or rates prescribed therefor in the Governmental Lender Note, and (4) all sums paid or advanced by the Funding Lender and the reasonable compensation, expenses, disbursements and advances of the Funding Lender, its agents and counsel (but only to the extent not duplicative with subclauses (1) and (3) above); and

(ii) all Events of Default, other than the nonpayment of the principal of the Government Lender Note which has become due solely by such declaration of acceleration, have been cured or have been waived in writing as provided in Section 9.9 hereof.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

(c) Notwithstanding the occurrence and continuation of an Event of Default, it is understood that the Funding Lender shall pursue no remedies against the Borrower or the Project if no Borrower Loan Agreement Default has occurred and is continuing. An Event of Default hereunder shall not in and of itself constitute a Borrower Loan Agreement Default.

Section 9.3. Additional Remedies; Funding Lender Enforcement.

(a) Upon the occurrence of an Event of Default, the Funding Lender may, subject to the provisions of this Section 9.3 and Section 9.9 hereof, proceed to protect and enforce its rights by mandamus or other suit, action or proceeding at law or in equity. No remedy conferred by this Funding Loan Agreement upon or remedy reserved to the Funding Lender is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to the Funding Lender hereunder or now or hereafter existing at law or in equity or by statute.

(b) Upon the occurrence and continuation of any Event of Default, the Funding Lender may proceed forthwith to protect and enforce its rights and this Funding Loan Agreement by such suits, actions or proceedings as the Funding Lender, in its sole discretion, shall deem expedient. Funding Lender shall have upon the occurrence and continuation of any Event of Default all rights, powers, and remedies with respect to the Security as are available under the Uniform Commercial Code applicable thereto or as are available under any other applicable law at the time in effect and, without limiting the generality of the foregoing, the Funding Lender may proceed at law or in equity or otherwise, to the extent permitted by applicable law:

(i) to take possession of the Security or any part thereof, with or without legal process, and to hold, service, administer and enforce any rights thereunder or thereto, and otherwise exercise all rights of ownership thereof, including (but not limited to) the sale of all or part of the Security;

(ii) to become mortgagee of record for the Borrower Loan including, without limitation, completing the assignment of the Security Instrument by the Governmental Lender to the Funding Lender as anticipated by this Funding Loan Agreement, and recording the same in the real estate records of the jurisdiction in which the Project is located, without further act or consent of the Governmental Lender, and to service and administer the same for its own account;

(iii) to service and administer the Funding Loan as agent and on behalf of the Governmental Lender or otherwise, and, if applicable, to take such actions necessary to

enforce the Borrower Loan Documents and the Funding Loan Documents on its own behalf, and to take such alternative courses of action, as it may deem appropriate; or

(iv) to take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Governmental Lender Note, this Funding Loan Agreement or the other Funding Loan Documents, or the Borrower Loan Documents, or in and of the execution of any power herein granted, or for foreclosure hereunder, or for enforcement of any other appropriate legal or equitable remedy or otherwise as the Funding Lender may elect.

(c) Whether or not an Event of Default has occurred, the Funding Lender, in its sole discretion, shall have the sole right to waive or forbear from enforcing any term, condition, covenant or agreement of the Security Instrument, the Borrower Loan Agreement, the Borrower Note or any other Borrower Loan Documents or Funding Loan Documents applicable to the Borrower, or any breach thereof, other than a covenant that would adversely impact the tax exempt status of the interest on the Governmental Lender Note, and provided that the Governmental Lender may seek specific performance by the Borrower to enforce the Unassigned Rights; provided, however, that any such forbearance by the Funding Lender in the exercise of its remedies under the Funding Loan Documents shall not be construed as a waiver by the Funding Lender of any Conditions to Conversion.

(d) If the Borrower defaults in the performance or observance of any covenant, agreement or obligation of the Borrower set forth in the Regulatory Agreement, and if such default remains uncured for a period of 60 days after the Borrower and the Funding Lender receive Written Notice stating that a default under the Regulatory Agreement has occurred and specifying the nature of the default, the Funding Lender shall have the right to seek specific performance of the provisions of the Regulatory Agreement or to exercise its other rights or remedies thereunder; provided, however, that any such forbearance by the Funding Lender in the exercise of its remedies under the Funding Loan Documents shall not be construed as a waiver by the Funding Lender of any Conditions to Conversion.

(e) If the Borrower defaults in the performance of its obligations under the Borrower Loan Agreement (subject to applicable notice and cure periods) to make rebate payments, to comply with any applicable continuing disclosure requirements, or to make payments owed pursuant to Sections 2.5, 5.14 or 5.15 of the Borrower Loan Agreement for fees, expenses or indemnification, the Funding Lender shall have the right to exercise all its rights and remedies thereunder (subject to the last paragraph of Section 9.14 hereof).

Section 9.4. Application of Money Collected. Any money collected by the Funding Lender pursuant to this Article and any other sums then held by the Funding Lender as part of the Security, shall be applied in the following order, at the date or dates fixed by the Funding Lender:

(a) First: To the payment of any and all amounts due under the Funding Loan Documents other than with respect to principal and interest accrued on the Funding Loan, including, without limitation, any amounts due to the Governmental Lender, the Funding Lender, the Servicer, the Fiscal Agent and the Rebate Analyst;

(b) Second: To the payment of the whole amount of the Funding Loan, as evidenced by the Governmental Lender Note then due and unpaid in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected or a sum sufficient therefor has been so collected

and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Governmental Lender Note) on overdue principal of, and Prepayment Premium and overdue installments of interest on the Funding Loan; and

(c) Third: The payment of the remainder, if any, to the Borrower or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

If and to the extent this Section 9.4 conflicts with the provisions of the Servicing Agreement, the provisions of the Servicing Agreement shall control. Capitalized terms used in this Section 9.4 but not otherwise defined in this Funding Loan Agreement shall have the meanings given such terms in the Servicing Agreement.

Section 9.5. Remedies Vested in Funding Lender. All rights of action and claims under this Funding Loan Agreement or the Governmental Lender Note may be prosecuted and enforced by the Funding Lender without the possession of the Governmental Lender Note or the production thereof in any proceeding relating thereto.

Section 9.6. Restoration of Positions. If the Funding Lender shall have instituted any proceeding to enforce any right or remedy under this Funding Loan Agreement and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Funding Lender, then and in every such case the Governmental Lender and the Funding Lender shall, subject to any determination in such proceeding, be restored to their former positions hereunder, and thereafter all rights and remedies of the Governmental Lender and the Funding Lender shall continue as though no such proceeding had been instituted.

Section 9.7. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Funding Lender is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 9.8. Delay or Omission Not Waiver. No delay or omission of the Funding Lender to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Funding Lender may be exercised from time to time, and as often as may be deemed expedient, by Funding Lender. No waiver of any default or Event of Default pursuant to Section 9.9 hereof shall extend to or shall affect any subsequent default or Event of Default hereunder or shall impair any rights or remedies consequent thereon.

Section 9.9. Waiver of Past Defaults. Before any judgment or decree for payment of money due has been obtained by the Funding Lender, the Funding Lender may, subject to Section 9.6 hereof, by Written Notice to the Governmental Lender and the Borrower, waive any past default hereunder or under the Borrower Loan Agreement and its consequences except for default in obligations due the Governmental Lender pursuant to or under the Unassigned Rights. Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Funding Loan Agreement and the Borrower Loan Agreement; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 9.10. Remedies Under Borrower Loan Agreement or Borrower Note. As set forth in this Section 9.10 but subject to Section 9.9 hereof, the Funding Lender shall have the right, in its own name or on behalf of the Governmental Lender, to declare any default and exercise any remedies under the Borrower Loan Agreement or the Borrower Note, whether or not the Governmental Lender Note has been accelerated or declared due and payable by reason of an Event of Default.

Section 9.11. Waiver of Appraisal and Other Laws.

(a) To the extent permitted by law, the Governmental Lender will not at any time insist upon, plead, claim or take the benefit or advantage of, any appraisal, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of this Funding Loan Agreement; and the Governmental Lender, for itself and all who may claim under it, so far as it or they now or hereafter may lawfully do so, hereby waives the benefit of all such laws. The Governmental Lender, for itself and all who may claim under it, waives, to the extent that it may lawfully do so, all right to have the property in the Security marshaled upon any enforcement hereof.

(b) If any law now in effect prohibiting the waiver referred to in Section 9.11(a) shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the application of this Section 9.11.

Section 9.12. Suits to Protect the Security. The Funding Lender shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Security by any acts that may be unlawful or in violation of this Funding Loan Agreement and to protect its interests in the Security and in the rents, issues, profits, revenues and other income arising therefrom, 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 the security hereunder or be prejudicial to the interests of the Funding Lender.

Section 9.13. Remedies Subject to Applicable Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Funding Loan Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law.

Section 9.14. Assumption of Obligations. In the event that the Funding Lender or its assignee or designee shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall succeed to the rights and the obligations of the Borrower under the Borrower Loan Agreement, the Borrower Note, the Regulatory Agreement and any other Funding Loan Documents to which the Borrower is a party. Such assumption shall be effective from and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts of the Borrower.

It is the intention of the parties hereto that upon the occurrence and continuance of an Event of Default hereunder, rights and remedies may be pursued pursuant to the terms of the Funding Loan Documents.

ARTICLE X

AMENDMENT; AMENDMENT OF BORROWER LOAN AGREEMENT AND OTHER DOCUMENTS

Section 10.1. Amendment of Funding Loan Agreement. Any of the terms of this Funding Loan Agreement and the Governmental Lender Note may be amended or waived only by an instrument signed by the Funding Lender and the Governmental Lender, provided, however, no such amendment which materially affects the rights, duties, obligations or other interests of the Borrower or the Fiscal Agent shall be made without the consent of the Borrower or the Fiscal Agent, as applicable, and, provided further, that if the Borrower is in default under any Funding Loan Document, no Borrower consent shall be required unless such amendment has a material adverse effect on the rights, duties, obligations or other interests of the Borrower. All of the terms of this Funding Loan Agreement shall be binding upon the successors and assigns of and all persons claiming under or through the Governmental Lender or any such successor or assign, and shall inure to the benefit of and be enforceable by the successors and assigns of the Funding Lender.

Section 10.2. Amendments Require Funding Lender Consent. The Governmental Lender shall not consent to any amendment, change or modification of the Borrower Loan Agreement or any other Borrower Loan Document or Funding Loan Document without the prior Written Consent of the Funding Lender.

Section 10.3. Consents and Opinions. No amendment to this Funding Loan Agreement or any other Funding Loan Document entered into under this Article X or any amendment, change or modification otherwise permitted under this Article X shall become effective unless and until (i) the Funding Lender shall have approved the same in writing in its sole discretion and (ii) the Funding Lender shall have received, at the expense of the Borrower, a Tax Counsel No Adverse Effect Opinion and an Opinion of Counsel to the effect that any such proposed amendment is authorized and complies with the provisions of this Funding Loan Agreement and is a legal, valid and binding obligation of the parties thereto, subject to normal exceptions relating to bankruptcy, insolvency and equitable principles limitations.

ARTICLE XI

THE FISCAL AGENT

Section 11.1. Appointment of Fiscal Agent; Acceptance. The Governmental Lender hereby appoints Fiscal Agent as fiscal agent hereunder. The Fiscal Agent shall signify its acceptance of the duties and obligations imposed upon it by this Funding Loan Agreement by executing this Funding Loan Agreement.

Section 11.2. Certain Duties and Responsibilities of Fiscal Agent.

(a) The Fiscal Agent undertakes to perform such duties and only such duties as are specifically set forth in this Funding Loan Agreement, and no implied covenants or obligations shall be read into this Funding Loan Agreement against the Fiscal Agent.

(b) If an event of default exists hereunder or under any Borrower Loan Document, the Fiscal Agent shall exercise such of the rights and powers vested in it by this Funding Loan Agreement, and exercise any rights or duties or remedies solely at the written direction of the Funding Lender.

(c) No provision of this Funding Loan Agreement shall be construed to relieve the Fiscal Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, in each case, as finally adjudicated by a court of law, except that:

(i) This subsection shall not be construed to limit the effect of subsection (a) of this Section;

(ii) The Fiscal Agent shall not be liable for any error of judgment made in good faith, unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts;

(iii) The Fiscal Agent shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Funding Lender relating to the time, method and place of conducting any proceeding for any remedy available to the Fiscal Agent, or exercising any power conferred upon the Fiscal Agent under this Funding Loan Agreement; and

(iv) No provision of this Funding Loan Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it in its sole discretion.

(v) Subject to its rights to indemnification pursuant to Section 11.4 hereof, the Fiscal Agent is directed to enter into the Borrower Loan Documents to which it is a party and other related documents, solely in its capacity as Fiscal Agent.

(d) Whether or not therein expressly so provided, every provision of this Funding Loan Agreement and the other Funding Loan Documents relating to the conduct or affecting the liability of or affording protection to the Fiscal Agent shall be subject to the provisions of this Section.

(e) The Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Funding Loan Agreement; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Funding Loan Agreement.

(f) The permissive rights of the Fiscal Agent to do things enumerated in this Funding Loan Agreement shall not be construed as a duty.

(g) The rights of the Fiscal Agent and limitations of liability enumerated herein and in Section 11.4 shall extend to actions taken or omitted in its role as assignee of the Governmental Lender under the Borrower Loan Agreement and the other Funding Loan Documents.

Section 11.3. Notice of Defaults. Upon the occurrence of any default hereunder or under any Borrower Loan Document and provided that a Responsible Officer of the Fiscal

Agent has actual knowledge or has received Written Notice of the existence of such default, promptly, and in any event within 15 days, the Fiscal Agent shall transmit to the Governmental Lender, the Borrower, the Equity Investor, the Servicer, if any, and the Funding Lender, in the manner and at the addresses for notices set forth in Section 12.1 hereof, notice of such default hereunder known to the Fiscal Agent pursuant to Section 11.4(g) hereof, unless such default shall have been cured or waived.

Section 11.4. Certain Rights of Fiscal Agent. Except as otherwise provided in Section 11.1 hereof:

(a) The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, debenture, coupon or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) Any request or direction of the Governmental Lender mentioned herein shall be sufficiently evidenced by a certificate or order executed by an Authorized Governmental Lender Representative;

(c) Whenever in the administration of this Funding Loan Agreement or any Borrower Loan Document the Fiscal Agent shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Fiscal Agent (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a Written Certificate of the Governmental Lender, the Funding Lender, the Servicer or the Borrower, as appropriate;

(d) The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Funding Loan Agreement or any Borrower Loan Document at the request or direction of the Funding Lender, pursuant to this Funding Loan Agreement, unless the Funding Lender shall have offered to the Fiscal Agent in writing security or indemnity reasonably satisfactory to the Fiscal Agent against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction, except costs, expenses and liabilities which are adjudicated to have resulted from its own negligence or willful misconduct, provided, that nothing contained in this subparagraph (d) shall be construed to require such security or indemnity for the performance by the Fiscal Agent of its obligations under Article VIII hereof;

(e) The Fiscal Agent 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, note, debenture, coupon or other paper or document but the Fiscal Agent, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Fiscal Agent shall determine to make such further inquiry or investigation, it shall be entitled to examine the books and records of the Governmental Lender, if any, and of the Borrower, in either case personally or by agent or attorney after reasonable notice and during normal business hours;

(f) The Fiscal Agent may execute any of its powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and pay reasonable compensation thereto and the Fiscal Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Fiscal Agent may act upon the advice of counsel of its choice concerning

all matters hereof and the Fiscal Agent shall not be responsible for any loss or damage resulting from any action or inaction taken in good faith reliance upon said advice; and

(g) The Fiscal Agent shall not be required to take notice or be deemed to have notice of any default hereunder or under any Borrower Loan Document except for failure by the Borrower to make payments of principal, interest, premium, if any, or Ongoing Governmental Lender Fee when due, unless a Responsible Officer of the Fiscal Agent shall be specifically notified by a Written Direction of such default by the Governmental Lender, the Servicer or the Funding Lender, and all notices or other instruments required by this Funding Loan Agreement or under any Borrower Loan Document to be delivered to the Fiscal Agent, must, in order to be effective, be delivered in writing to a Responsible Officer of the Fiscal Agent at the Office of the Fiscal Agent, and in the absence of such Written Notice so delivered the Fiscal Agent may conclusively assume there is no default as aforesaid.

Section 11.5. Not Responsible for Recitals. The recitals contained herein and in the Governmental Lender Note shall be taken as the statements of the Governmental Lender, and the Fiscal Agent assumes no responsibility for their correctness. The Fiscal Agent makes no representations as to the value or condition of the Pledged Revenues, the Security or any part thereof, or as to the title of the Governmental Lender thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Funding Loan Agreement or of the Funding Loan.

The Fiscal Agent shall have no responsibility or liability with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the funding of the Funding Loan.

The Fiscal Agent shall not be required to monitor the financial condition of the Borrower or the physical condition of the Project. Unless otherwise expressly provided, the Fiscal Agent shall be under no obligation to analyze, review or make any credit decisions with respect to any financial statements, reports, notices, certificates or documents received hereunder but shall hold such financial statements reports, notices, certificates and documents solely for the benefit of, and review by, the Funding Lender and such other parties to whom the Fiscal Agent may provide such information pursuant to this Funding Loan Agreement.

The Fiscal Agent makes no representations as to and shall have no responsibility for the sufficiency of the insurance required under any of the Borrower Loan Documents.

Section 11.6. May Hold Funding Loan. The Fiscal Agent in its individual or any other capacity may become the owner or pledgee of the Funding Loan and may otherwise deal with the Governmental Lender, the Funding Lender and the Borrower with the same rights it would have if it were not Fiscal Agent.

Section 11.7. Moneys Held Hereunder. Moneys held by the Fiscal Agent hereunder need not be segregated from other funds except to the extent required by law. The Fiscal Agent shall be under no liability for interest on any moneys received by it hereunder except as otherwise provided herein.

Section 11.8. Compensation and Reimbursement. Under the Borrower Loan Agreement, the Borrower has agreed to, except as otherwise expressly provided herein, pay the Fiscal Agent's Fees and to reimburse the Fiscal Agent as provided in this Funding Loan Agreement or the Borrower Loan Agreement, upon its request for all reasonable expenses, disbursements and advances incurred or made by the Fiscal Agent in accordance with any

provision of this Funding Loan Agreement (including the reasonable fees, expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Fiscal Agent's negligence or willful misconduct, both as finally adjudicated by a court of law.

When the Fiscal Agent incurs expenses or renders service in connection with any bankruptcy or insolvency proceeding, such expenses (including the fees and expenses of its counsel) and the compensation for such services are intended to constitute expenses of administration under any bankruptcy law or law relating to creditors rights generally.

(a) The Governmental Lender has no obligation to pay the Fiscal Agent for services rendered.

(b) As security for the performance of the obligations of the Borrower under this Section and for the payment of such compensation, expenses, reimbursements and indemnity, the Fiscal Agent shall have the right to use and apply any moneys held by it as Pledged Revenues.

(c) The Fiscal Agent's rights to compensation and reimbursement shall survive its resignation or removal, the payment of the Funding Loan or the Borrower Loan or the release of this Funding Loan Agreement.

Section 11.9. Fiscal Agent Required; Eligibility. Any successor Fiscal Agent shall at all times be a trust company, a state banking corporation or a national banking association with the authority to accept trusts in the State approved in writing by the Governmental Lender and either (a) have a combined capital and surplus of at least \$50,000,000 as set forth in its most recent published annual report of condition, (b) be a wholly owned subsidiary of a bank holding company, or a wholly owned subsidiary of a company that is a wholly owned subsidiary of a bank holding company, having a combined capital and surplus of at least \$50,000,000 as set forth in its most recent published annual report of condition, have at least \$500,000,000 of trust assets under management and have a combined capital and surplus of at least \$2,000,000 as set forth in its most recent published annual report of condition, or (c) be otherwise acceptable to the Funding Lender in its sole and absolute discretion.

Section 11.10. Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Fiscal Agent hereunder and no appointment of a successor Fiscal Agent pursuant to this Article shall become effective until the written acceptance by the successor Fiscal Agent of such appointment.

(b) The Fiscal Agent may resign at any time by giving 60 days' Written Notice thereof to the Governmental Lender, the Borrower, the Servicer, if any, and the Funding Lender. If an instrument of acceptance by a successor Fiscal Agent shall not have been delivered to the Fiscal Agent within 30 days after the giving of such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor Fiscal Agent.

(c) The Fiscal Agent may be removed at any time with 30 days' notice by (i) the Governmental Lender, (ii) the Borrower (unless the Borrower is in default under any of the Borrower Loan Documents), subject to applicable notice and cure periods, with the Written Consent of the Funding Lender and the Governmental Lender, or (iii) the Funding Lender with the Written Consent of the Governmental Lender and Written Notice delivered to the Fiscal Agent and the Borrower.

(d) If the Fiscal Agent shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the Office of the Fiscal Agent for any cause, the Governmental Lender shall promptly appoint a successor Fiscal Agent, with the consent of the Funding Lender, which consent shall not be unreasonably withheld, and so long as the Borrower is not then in default under the Borrower Loan Agreement or the Regulatory Agreement, which successor Fiscal Agent is reasonably acceptable to the Borrower. In case all or substantially all of the Pledged Revenues and Security shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee may similarly appoint a successor to fill such vacancy until a new Fiscal Agent shall be so appointed by the Governmental Lender. If, within 60 days after such resignation, removal or incapability or the occurrence of such vacancy, the Governmental Lender has failed to so appoint a successor Fiscal Agent, then a successor Fiscal Agent shall be appointed by the Funding Lender (from any of the institutions approved by the Governmental Lender to serve as a fiscal agent or trustee) with Written Notice thereof delivered to the Governmental Lender, the Borrower, the Servicer, if any, and the retiring Fiscal Agent, and the successor Fiscal Agent so appointed shall, forthwith upon its acceptance of such appointment, become the successor Fiscal Agent and supersede the successor Fiscal Agent appointed by such receiver or Fiscal Agent. If no successor Fiscal Agent shall have been appointed by the Governmental Lender or the Funding Lender and accepted appointment in the manner hereinafter provided, the Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor Fiscal Agent.

(e) The retiring Fiscal Agent shall cause Written Notice of each resignation and each removal of the Fiscal Agent and each appointment of a successor Fiscal Agent to be provided to the Funding Lender. Each notice shall include the name of the successor Fiscal Agent and the address of the office of the successor Fiscal Agent.

Section 11.11. Acceptance of Appointment by Successor.

(a) Every successor Fiscal Agent appointed hereunder shall execute, acknowledge and deliver to the Governmental Lender and to the retiring Fiscal Agent an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Fiscal Agent shall become effective and such successor Fiscal Agent, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers and duties of the retiring Fiscal Agent; notwithstanding the foregoing, on request of the Governmental Lender or the successor Fiscal Agent, such retiring Fiscal Agent shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Fiscal Agent all the estates, properties, rights, powers and trusts of the retiring Fiscal Agent, and shall duly assign, transfer and deliver to such successor Fiscal Agent all property and money held by such retiring Fiscal Agent hereunder. Upon request of any such successor Fiscal Agent, the Governmental Lender shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Fiscal Agent all such estates, properties, rights and powers.

(b) No successor Fiscal Agent shall accept its appointment unless at the time of such acceptance such successor Fiscal Agent shall be qualified and eligible under this Article, to the extent operative.

Section 11.12. Merger, Conversion, Consolidation or Succession to Business. Any corporation into which the Fiscal Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Fiscal Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Fiscal Agent, shall be the successor of the Fiscal Agent hereunder, provided such corporation shall be otherwise qualified and eligible under this Article, to the extent

operative, without the execution or filing of any paper or any further act on the part of any of the parties hereto. Notwithstanding the foregoing, any such successor Fiscal Agent shall cause Written Notice of such succession to be delivered to the Funding Lender within 30 days of such succession.

Section 11.13. Appointment of Co-Fiscal Agent. It is recognized that in case of litigation under this Funding Loan Agreement, the Borrower Loan Agreement, any other Borrower Loan Document or the Regulatory Agreement, and in particular in case of the enforcement of any of them on default, or in case the Fiscal Agent deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Fiscal Agent or hold title to the properties, as herein provided, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Fiscal Agent appoint an additional individual or institution as a separate or co-fiscal agent. The following provisions of this Section are adopted to these ends.

The Fiscal Agent is hereby authorized to appoint an additional individual or institution as a separate or co-fiscal agent hereunder, upon Written Notice to the Governmental Lender, the Funding Lender and the Borrower, and with the consent of the Governmental Lender and the Funding Lender, but without the necessity of further authorization or consent, in which event each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Funding Loan Agreement, any Borrower Loan Document, the Regulatory Agreement or the Borrower Loan Agreement to be exercised by or vested in or conveyed to the Fiscal Agent with respect thereto shall be exercisable by and vest in such separate or co-fiscal agent but only to the extent necessary to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-fiscal agent shall run to and be enforceable by either of them.

Should any instrument in writing from the Governmental Lender be required by the separate fiscal agent or co-fiscal agent appointed by the Fiscal Agent for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, duties and obligations, any and all such instruments in writing shall, on request of the Fiscal Agent, be executed, acknowledged and delivered by the Governmental Lender. In case any separate fiscal agent or co-fiscal agent, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, duties and obligations of such separate fiscal agent or co-fiscal agent, so far as permitted by law, shall vest in and be exercised by the Fiscal Agent until the appointment of a successor to such separate fiscal agent or co fiscal agent.

Section 11.14. Loan Servicing. The Governmental Lender and the Fiscal Agent acknowledge that the Funding Lender shall have the right to appoint a Servicer to service and administer the Funding Loan and the Borrower Loan as set forth in a Servicing Agreement. The Governmental Lender and the Fiscal Agent shall not be responsible for monitoring the performance of any Servicer or for any acts or omissions of such Servicer. The Funding Lender may, in its sole discretion, terminate or replace the Servicer.

Section 11.15. No Recourse Against Officers or Employees of Fiscal Agent. No recourse with respect to any claim related to any obligation, duty or agreement contained in this Funding Loan Agreement or any other Funding Loan Document shall be had against any officer or employee, as such, of the Fiscal Agent, it being expressly understood that the obligations, duties and agreements of the Fiscal Agent contained in this Funding Loan Agreement and the other Funding Loan Documents are solely corporate in nature.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Notices. All notices, demands, requests and other communications required or permitted to be given by any provision of this Funding Loan Agreement shall be in writing and sent by first class, regular, registered or certified mail, commercial delivery service, overnight courier, telegraph, telex, telecopier or facsimile transmission, air or other courier, or hand delivery to the party to be notified addressed as follows:

If to the Fiscal Agent:	Wilmington Trust, National Association 650 Town Center Drive, Suite 600 Costa Mesa, CA 92626-7121 Attention: Corporate Trust Service
If to the Governmental Lender:	County of Contra Costa Department of Conservation and Development 30 Muir Road Martinez, California 94553 Attention: Assistant Deputy Director Telephone: (925) 674-7888 Facsimile: (925) 674-7258
If to the Borrower:	Richmond Nevin Associates, a California Limited Partnership c/o The Pacific Companies 430 E. State Street, Suite 100 Eagle, Idaho 83616 Attention: Caleb J. Roope Facsimile: (208) 461-0033
and to:	Central Valley Coalition for Affordable Housing 3351 M Street, Suite 100 Merced, California 95348 Attention: Christina Alley Telephone: (209) 388-0782 ext. 302 Facsimile: (209) 385-3770
with a copy to:	Haden Law Office 2241 N Street Merced, California 95340-3614 Attention: Robert Haden Telephone: (209) 723-3247 Facsimile: (209) 722-5288

and a copy to:	<p>Boston Capital Direct Placement, A Limited Partnership c/o Boston Capital Partners One Boston Place, 21st Floor Boston, MA 02108 Attention: Asset Management (Richmond Nevin)</p>
and a copy to:	<p>Holland & Knight 10 St. James Avenue, 11th Floor Boston, MA 02116 Attention: Jennifer Whalen, Esq. Telephone: (617) 855-1454</p>
and a copy to:	<p>Applegate & Thorne-Thomsen, P.C. 626 W. Jackson, Suite 400 Chicago, IL 60661 Attention: Warren Wenzloff, Esq.</p>
If to the Funding Lender:	<p>Citibank, N.A. 388 Greenwich Street, 8th Floor New York, New York 10013 Attention: Transaction Management Group Re: Twenty One and Twenty Three Nevin Apartments Deal No. 23913 Facsimile: (212) 723-8209</p>
and to:	<p>Citibank, N.A. 325 East Hillcrest Drive, Suite 160 Thousand Oaks, California 91360 Attention: General Counsel's Office Re: Twenty One and Twenty Three Nevin Apartments Deal No. 23913 Facsimile: (805) 557-0924</p>
prior to the Conversion Date, with a copy to:	<p>Citibank, N.A. 388 Greenwich Street, 8th Floor New York, New York 10013 Attention: Account Specialist Re: Twenty One and Twenty Three Nevin Apartments Deal No. 23913 Facsimile: (212) 723-8209</p>
following the Conversion Date, with a copy to:	<p>Citibank N.A. c/o Berkadia Commercial Servicing Department 323 Norristown Road, Suite 300 Ambler, Pennsylvania 19002 Attention: Client Relations Manager Re: Twenty One and Twenty Three Nevin Apartments Deal No. 23913 Facsimile: (215) 328-0305</p>

and a copy of any notices of default sent to:

Citibank, N.A.
388 Greenwich Street
New York, New York 10013
Attention: General Counsel's Office
Re: Twenty One and Twenty Three Nevin
Apartments Deal No. 23913
Facsimile: (646) 291-5754

Any such notice, demand, request or communication shall be deemed to have been given and received for all purposes under this Funding Loan Agreement: (i) three Business Days after the same is deposited in any official depository or receptacle of the United States Postal Service first class, or, if applicable, certified mail, return receipt requested, postage prepaid; (ii) on the date of transmission when delivered by telecopier or facsimile transmission, telex, telegraph or other telecommunication device, provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day; (iii) on the next Business Day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and (iv) on the date of actual delivery to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a Business Day, such notice, demand, request or communication shall be deemed to have been given and received on the next Business Day. Any facsimile signature by a Person on a document, notice, demand, request or communication required or permitted by this Funding Loan Agreement shall constitute a legal, valid and binding execution thereof by such Person.

Any party to this Funding Loan Agreement may change such party's address for the purpose of notice, demands, requests and communications required or permitted under this Funding Loan Agreement by providing written notice of such change of address to all of the parties by written notice as provided herein.

Section 12.2. Term of Funding Loan Agreement. This Funding Loan Agreement shall be in full force and effect until all payment obligations of the Governmental Lender hereunder have been paid in full and the Funding Loan has been retired or the payment thereof has been provided for; except that on and after payment in full of the Governmental Lender Note, this Funding Loan Agreement shall be terminated, without further action by the parties hereto.

Section 12.3. Successors and Assigns. All covenants and agreements in this Funding Loan Agreement by the Governmental Lender shall bind its successors and assigns, whether so expressed or not.

Section 12.4. Legal Holidays. In any case in which the date of payment of any amount due hereunder or the date on which any other act is to be performed pursuant to this Funding Loan Agreement shall be a day that is not a Business Day, then payment of such amount or such act need not be made on such date but may be made on the next succeeding Business Day, and such later payment or such act shall have the same force and effect as if made on the date of payment or the date fixed for prepayment or the date fixed for such act, and no additional interest shall accrue for the period from and after such date and prior to the date of payment.

Section 12.5. Governing Law. This Funding Loan Agreement shall be governed by and shall be enforceable in accordance with the laws of the State, applicable to contracts made and performed in the State.

Section 12.6. Severability. If any provision of this Funding Loan Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation or agreement contained in the Governmental Lender Note or in this Funding Loan Agreement shall for any reason be held to be usurious or in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Governmental Lender or the Funding Lender only to the full extent permitted by law.

Section 12.7. Execution in Several Counterparts. This Funding Loan Agreement may be contemporaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

Section 12.8. Nonrecourse Obligation of the Borrower. Except as otherwise provided in the Borrower Loan Agreement and the Borrower Note, any obligations of the Borrower under this Funding Loan Agreement are without recourse to the Borrower or to the Borrower's partners or members, as the case may be, and the provisions of Section 11.1 of the Borrower Loan Agreement are by this reference incorporated herein.

Section 12.9. Waiver of Trial by Jury. IF AND TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF BORROWER, THE GOVERNMENTAL LENDER AND THE FUNDING LENDER (A) AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS FUNDING LOAN AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

IF FOR ANY REASON THIS WAIVER IS DETERMINED TO BE UNENFORCEABLE, ALL DISPUTES WILL BE RESOLVED BY JUDICIAL REFERENCE PURSUANT TO THE PROCEDURES SET FORTH IN THE SECURITY INSTRUMENT.

Section 12.10. Electronic Transactions. The transactions described in this Funding Loan Agreement may be conducted and related documents and may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12.11. Reference Date. This Funding Loan Agreement is dated for reference purposes only as of December 1, 2017.

IN WITNESS WHEREOF, the Funding Lender, the Governmental Lender and the Fiscal Agent have caused this Funding Loan Agreement to be duly executed as of the date first written above.

CITIBANK, N.A.

By: _____
Michael Hemmens,
Authorized Signatory

COUNTY OF CONTRA COSTA,
CALIFORNIA

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

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Fiscal Agent

By: _____
Brian Buchanan,
Vice President

03007.38:J14347

[Signature page – Funding Loan Agreement – Twenty One and Twenty Three Nevin Apartments]

EXHIBIT A

FORM OF GOVERNMENTAL LENDER NOTE

THIS NOTE MAY BE OWNED ONLY BY AN APPROVED TRANSFEREE IN ACCORDANCE WITH THE TERMS OF THE FUNDING LOAN AGREEMENT, AND THE HOLDER HEREOF, BY THE ACCEPTANCE OF THIS GOVERNMENTAL LENDER NOTE (A) REPRESENTS THAT IT IS AN APPROVED TRANSFEREE AND (B) ACKNOWLEDGES THAT IT CAN ONLY TRANSFER THIS GOVERNMENTAL LENDER NOTE TO ANOTHER APPROVED TRANSFEREE IN ACCORDANCE WITH THE TERMS OF THE FUNDING LOAN AGREEMENT.

COUNTY OF CONTRA COSTA LIMITED OBLIGATION MULTIFAMILY HOUSING REVENUE NOTE (TWENTY ONE AND TWENTY THREE NEVIN APARTMENTS), SERIES 2017B

Dated: December 20, 2017

\$85,000,000.00

FOR VALUE RECEIVED, the undersigned COUNTY OF CONTRA COSTA, CALIFORNIA ("Obligor") promises to pay to the order of CITIBANK, N.A. ("Holder") the maximum principal sum of FIFTY-THREE MILLION DOLLARS (\$85,000,000), on _____ 1, _____, or earlier as provided herein, together with interest thereon at the rates, at the times and in the amounts provided below.

Obligor shall pay to the Holder on or before each date on which payment is due under that certain Funding Loan Agreement, dated as of December 1, 2017 (the "Funding Loan Agreement"), among Obligor, Wilmington Trust, National Association, as Fiscal Agent (the "Fiscal Agent"), and Holder, an amount in immediately available funds sufficient to pay the principal amount of and Prepayment Premium, if any, on this Governmental Lender Note then due and payable, whether by maturity, acceleration, prepayment or otherwise. In the event that amounts held derived from proceeds of this Governmental Lender Note, condemnation awards or insurance proceeds or investment earnings thereon are applied to the payment of principal due on this Governmental Lender Note in accordance with the Funding Loan Agreement, the principal amount due hereunder shall be reduced to the extent of the principal amount of this Governmental Lender Note so paid. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Funding Loan Agreement.

Obligor shall pay to the Holder on or before each date on which interest on the Funding Loan is payable interest on the unpaid balance hereof in an amount in immediately available funds sufficient to pay the interest on this Governmental Lender Note then due and payable in the amounts and at the rate or rates set forth in the Funding Loan Agreement.

This Government Lender Note is a pass-through obligation relating to the construction and permanent loan (the "Borrower Loan") made by Obligor from proceeds of the Funding Loan to Richmond Nevin Associates, a California Limited Partnership, as borrower (the "Borrower"), under that certain Borrower Loan Agreement, dated as of December 1, 2017 (as the same may be modified, amended or supplemented from time to time, the "Borrower Loan Agreement"), between the Obligor and the Borrower, evidenced by the Borrower Note (as defined in the Borrower Loan Agreement). Reference is made to the Borrower Loan Agreement and to the Borrower Note for complete payment and prepayment terms of the Borrower Note, payments on which are passed through under the Governmental Lender Note.

This Governmental Lender Note is a limited obligation of the Obligor, payable solely from the Pledged Revenues and other funds and moneys and Security pledged and assigned under the Funding Loan Agreement. None of the Governmental Lender, the State, or any political subdivision thereof (except the Governmental Lender, to the limited extent set forth herein) nor any public agency shall in any event be liable for the payment of the principal of, premium (if any) or interest on this Governmental Lender Note or the Funding Loan or for the performance of any pledge, obligation or agreement of any kind whatsoever with respect thereto except as set forth herein and in the Funding Loan Agreement, and none of the Funding Loan or this Governmental Lender Note or any of the Governmental Lender's agreements or obligations with respect to the Funding Loan or this Governmental Lender Note shall be construed to constitute an indebtedness of or a pledge of the faith and credit of or a loan of the credit of or a moral obligation of any of the foregoing within the meaning of any constitutional or statutory provision whatsoever. The Governmental Lender has no taxing power.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Funding Loan Agreement or in the Borrower Loan Agreement.

This Governmental Lender Note is subject to the express condition that at no time shall interest be payable on this Governmental Lender Note or the Funding Loan at a rate in excess of the Maximum Rate provided in the Funding Loan Agreement; and Obligor shall not be obligated or required to pay, nor shall the Holder be permitted to charge or collect, interest at a rate in excess of such Maximum Rate. If by the terms of this Governmental Lender Note or of the Funding Loan Agreement, Obligor is required to pay interest at a rate in excess of such Maximum Rate, the rate of interest hereunder or thereunder shall be deemed to be reduced immediately and automatically to such Maximum Rate, and any such excess payment previously made shall be immediately and automatically applied to the unpaid balance of the principal sum hereof and not to the payment of interest.

Amounts payable hereunder representing late payments, penalty payments or the like shall be payable to the extent allowed by law.

This Governmental Lender Note is subject to all of the terms, conditions, and provisions of the Funding Loan Agreement, including those respecting prepayment and the acceleration of maturity and those respecting limitations of liability in Article V of the Funding Loan Agreement.

If there is an Event of Default under the Funding Loan Documents, then in any such event and subject to the requirements set forth in the Funding Loan Agreement, the Holder may declare the entire unpaid principal balance of this Governmental Lender Note and accrued interest, if any, due and payable at once. Any portion of this Governmental Lender Note remaining outstanding upon such an acceleration of this Governmental Lender Note shall be deemed paid upon transfer, to or at the direction of the Funding Lender, of the Borrower Loan Documents and all security therefor free and clear of the lien of this Funding Loan Agreement. All of the covenants, conditions and agreements contained in the Funding Loan Documents are hereby made part of this Governmental Lender Note.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Governmental Lender Note or the Funding Loan Documents shall operate as a waiver of such remedy, right or option. In any event a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion. The rights, remedies and options of the Holder under this Governmental Lender Note and the

Funding Loan Documents are and shall be cumulative and are in addition to all of the rights, remedies and options of the Holder at law or in equity or under any other agreement.

Obligor shall pay all costs of collection on demand by the Holder, including without limitation, reasonable attorneys' fees and disbursements, which costs may be added to the indebtedness hereunder, together with interest thereon, to the extent allowed by law, as set forth in the Funding Loan Agreement.

This Governmental Lender Note may not be changed orally. Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived. The acceptance by the Holder of any amount after the same is due shall not constitute a waiver of the right to require prompt payment, when due, of all other amounts due hereunder. The acceptance by the Holder of any sum in an amount less than the amount then due shall be deemed an acceptance on account only and upon condition that such acceptance shall not constitute a waiver of the obligation of Obligor to pay the entire sum then due, and Obligor's failure to pay such amount then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid. Consent by the Holder to any action of Obligor which is subject to consent or approval of the Holder hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions.

This Governmental Lender Note (and the Funding Loan that it represents), is transferable by the registered owner hereof, but only in the manner, subject to the limitations and upon payment of the charges provided in the Funding Loan Agreement. Upon such transfer a new fully registered Governmental Lender Note will be issued to the transferee in exchange herefor. The Obligor, the Funding Lender and the Fiscal Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the Obligor and the Funding Lender shall not be affected by any notice to the contrary.

The Obligor 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 the issuance of this Governmental Lender Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State (including the Act) and that the amount of this Governmental Lender Note, together with all other indebtedness of the Obligor, does not exceed any limit prescribed by the Constitution or laws of the State.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Governmental Lender Note or caused this Governmental Lender Note to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

OBLIGOR:

COUNTY OF CONTRA COSTA,
CALIFORNIA

By: _____
Federal Glover,
Chair of the Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This Governmental Lender Note is the Governmental Lender Note described in the within mentioned Funding Loan Agreement.

Date of Authentication: _____

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Fiscal Agent

By: _____
Its: _____

EXHIBIT B

FORM OF REQUIRED TRANSFEREE REPRESENTATIONS

[_____, 20__]

The undersigned, as holder (the "Holder") of the loan (the "Funding Loan") in the maximum amount of \$_____ from Citibank, N.A. ("Funding Lender") to the County of Contra Costa, California ("Governmental Lender") pursuant to a Funding Loan Agreement dated as of December 1, 2017 (the "Funding Loan Agreement") among the Funding Lender, the Governmental Lender and Wilmington Trust, National Association, as Fiscal Agent (the "Funding Loan") evidenced by the Limited Obligation Multifamily Housing Revenue Note (Twenty One and Twenty Three Nevin Apartments), Series 2017B (the "Governmental Lender Note"), or an interest therein, hereby represents that:

1. The Holder has sufficient knowledge and experience in financial and business matters with respect to the evaluation of residential real estate developments such as the Project to be able to evaluate the risk and merits of the investment represented by the Funding Loan. We are able to bear the economic risks of such investment.

2. The Holder acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and the Holder has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Governmental Lender, the Project, the use of proceeds of the Funding Loan and the Funding Loan and the security therefor so that, as a reasonable investor, the Holder has been able to make its decision to [extend/purchase] the Funding Loan [or an interest therein]. The Holder acknowledges that it has not relied upon the Governmental Lender for any information in connection with the Holder's purchase of the Funding Loan [or an interest therein].

3. The Holder is an Approved Transferee.

4. The Holder acknowledges that it is purchasing [an interest in] the Funding Loan for investment for its own account and not with a present view toward resale or the distribution thereof, in that it does not now intend to resell or otherwise dispose of all or any part of its interests in the Funding Loan; provided, however, that the Holder may sell or transfer the Governmental Lender Note and the Funding Loan as provided in Section 2.4 of the Funding Loan Agreement.

5. In the event any placement memorandum to be provided to any subsequent buyer or beneficial owner of such portion of the Funding Loan will disclose information with respect to the Governmental Lender other than its name, location and type of political subdivision and general information with respect to the Funding Loan and Borrower Loan and related documents, the Holder will provide the Governmental Lender with a draft of such placement memorandum and the Governmental Lender shall have the right to approve any description of the Governmental Lender therein (which approval shall not be unreasonably withheld).

6. The Holder understands that the Funding Loan is a limited obligation of the Governmental Lender, payable solely from funds and moneys pledged and assigned under the Funding Loan Agreement, and that the liabilities and obligations of the Governmental Lender

with respect to the Funding Loan are expressly limited as set forth in the Funding Loan Agreement and related documents.

7. The Holder has authority to purchase the Governmental Lender Note and to execute this letter and any other instruments and documents required to be executed by the Holder in connection with its purchase of the Governmental Lender Note. The undersigned is a duly appointed, qualified, and acting officer of the Holder and is authorized to cause the Holder to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Holder.

8. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Funding Loan Agreement.

[Remainder of page intentionally left blank.]

[_____], as Holder

By: _____

Name: _____

Its: _____

[Signature Page to Required Transferee Representations]

EXHIBIT C

FORM OF WRITTEN REQUISITION OF THE BORROWER – PROJECT FUND

Draw # _____

To: Wilmington Trust, National Association, as fiscal agent (the “Fiscal Agent”) under that certain Funding Loan Agreement, dated as of December 1, 2017, among Citibank, N.A., as Funding Lender, the County of Contra Costa, California, as Governmental Lender, and the Fiscal Agent (the “Funding Loan Agreement”), pursuant to which the County of Contra Costa Limited Obligation Multifamily Housing Revenue Note (Twenty One and Twenty Three Nevin Apartments), Series 2017B (the “Governmental Lender Note”) was issued.

1. You are requested to disburse funds from the Project Fund pursuant to Section 7.7 of the Funding Loan Agreement in the amount(s), to the person(s) and for the purpose(s) set forth on Schedule I attached hereto and incorporated herein by reference. An invoice or other appropriate evidence of the obligations described on Schedule I is attached hereto.

2. The undersigned certifies that:

(i) there has been received no notice (A) of any lien, right to lien or attachment upon, or claim affecting the right of the payee to receive payment of, any of the moneys payable under such requisition to any of the persons, firms or corporations named therein, and (B) that any materials, supplies or equipment covered by such requisition are subject to any lien or security interest, or if any notice of any such lien, attachment, claim or security interest has been received, such lien, attachment, claim or security interest has been released, discharged, insured or bonded over or will be released, discharged, insured or bonded over upon payment of the requisition;

(ii) such requisition contains no items representing payment on account of any percentage entitled to be retained at the date of the certificate;

(iii) the obligation stated on the requisition has been incurred in or about the construction or equipping of the Project, each item is a proper charge against the Project Fund, and the obligation has not been the basis for a prior requisition that has been paid;

(iv) such requisition contains no items representing any Costs of Issuance or any other amount constituting an issuance cost under Section 147(g) of the Code, unless such item is being paid solely from the Equity Account of the Project Fund;

(v) not less than 97% of the sum of: (A) the amounts requisitioned by this Requisition to be funded with the proceeds of the Governmental Lender Note plus (B) all amounts allocated to the Governmental Lender Note previously disbursed from the Note Proceeds Account of the Project Fund, have been or will be applied by the Borrower to pay Qualified Project Costs;

(vi) to the undersigned’s current, actual knowledge, as of the date hereof no event or condition has happened or is happening or exists that constitutes, or that with notice or lapse of time or both, would constitute, an Event of Default under the Funding Loan Agreement; and

(vii) attached as Schedule I to this Requisition is an exhibit that allocates the amount requested hereby from each account of the Project Fund among the sources for payment.

Dated: _____

RICHMOND NEVIN ASSOCIATES, A
CALIFORNIA LIMITED PARTNERSHIP

By: TPC Holdings VI, LLC,
an Idaho limited liability company
Its: Administrative General Partner

By: _____
Caleb Roope,
Manager

By: Central Valley Coalition for Affordable
Housing, a California nonprofit public
benefit corporation
Its: Managing General Partner

By: _____
Christina Alley,
Chief Executive Officer

Approved by:
CITIBANK, N.A.,
as Funding Lender

By: _____
Authorized Signer

Schedule I
Payment Instructions

BORROWER LOAN AGREEMENT

between the

**COUNTY OF CONTRA COSTA, CALIFORNIA
as Governmental Lender,**

and

**RICHMOND NEVIN ASSOCIATES,
A CALIFORNIA LIMITED PARTNERSHIP,
as Borrower**

dated as of December 1, 2017

**relating to:
a Funding Loan originated by Citibank, N.A., as Funding Lender
from the proceeds of the
\$85,000,000
County of Contra Costa
Limited Obligation Multifamily Housing Revenue Note
(Twenty One and Twenty Three Nevin Apartments), Series 2017B**

The interest of the Governmental Lender in this Borrower Loan Agreement (except for certain rights described herein) has been pledged and assigned to Citibank, N.A., as funding lender (the "Funding Lender"), under that certain Funding Loan Agreement, of even date herewith, by and among the County of Contra Costa (the "Governmental Lender"), Wilmington Trust, National Association, as Fiscal Agent, and the Funding Lender, under which the Funding Lender is originating a loan to the Governmental Lender to fund the Borrower Loan made under this Borrower Loan Agreement.

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EXHIBIT A	MODIFICATIONS TO BORROWER LOAN AGREEMENT	
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BORROWER LOAN AGREEMENT

THIS BORROWER LOAN AGREEMENT (this "Borrower Loan Agreement"), dated as of December 1, 2017, between COUNTY OF CONTRA COSTA, CALIFORNIA, a political subdivision and body corporate and politic, organized and existing under the laws of the State of California (together with its successors and assigns, the "Governmental Lender"), and RICHMOND NEVIN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, organized and existing under the laws of the State of California (together with its successors and assigns, the "Borrower").

R E C I T A L S :

WHEREAS, the Governmental Lender is a political subdivision and body, corporate and politic, duly organized and validly existing under the laws of the State of California; and

WHEREAS, the Governmental Lender is empowered pursuant to Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code (the "Act") to: (a) to make loans and to provide financing for residential rental developments intended to be occupied by persons of low and very low income; (b) borrow funds for the purpose of obtaining moneys to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with any such borrowing by the Governmental Lender; and (c) pledge the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans to secure the repayment of any such borrowing by the Governmental Lender; and

WHEREAS, the Borrower has applied to the Governmental Lender for a loan (the "Borrower Loan"), for the acquisition and construction of a 271 unit residential rental project located in Richmond, California, and currently known as Twenty One and Twenty Three Nevin Apartments (the "Project"); and

WHEREAS, the Borrower's repayment obligations under this Borrower Loan Agreement are evidenced by the Borrower Note, as defined herein; and

WHEREAS, the Borrower has requested that the Governmental Lender enter into that certain Funding Loan Agreement, of even date herewith (the "Funding Loan Agreement"), among the Governmental Lender, Wilmington Trust, National Association, as Fiscal Agent (the "Fiscal Agent"), and Citibank, N.A. (the "Funding Lender"), under which the Funding Lender will make a loan (the "Funding Loan") to the Governmental Lender, the proceeds of which will be loaned under this Borrower Loan Agreement to the Borrower to finance the acquisition and construction of the Project; and

WHEREAS, the Borrower Loan is secured by, among other things, that certain Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (as amended, restated and/or supplemented from time to time, the "Security Instrument"), of even date herewith and assigned to the Funding Lender to secure the Funding Loan, encumbering the Project and will be advanced to the Borrower pursuant to this Borrower Loan Agreement, the Funding Loan Agreement and the Construction Funding Agreement (as defined herein).

A G R E E M E N T :

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS; PRINCIPLES OF CONSTRUCTION

Section 1.1. Specific Definitions. For all purposes of this Borrower Loan Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Unless specifically defined herein, all capitalized terms shall have the meanings ascribed thereto in the Security Instrument or, if not defined in the Security Instrument, in the Funding Loan Agreement.

(b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with GAAP.

(c) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

(d) All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(e) Unless otherwise specified, (i) all references to sections and schedules are to those in this Borrower Loan Agreement, (ii) the words "hereof," "herein" and "hereunder" and words of similar import refer to this Borrower Loan Agreement as a whole and not to any particular provision, (iii) all definitions are equally applicable to the singular and plural forms of the terms defined and (iv) the word "including" means "including but not limited to."

Section 1.2. Definitions. The following terms, when used in this Borrower Loan Agreement (including when used in the above recitals), shall have the following meanings:

"Act" shall have the meaning given to it in the recitals to this Borrower Loan Agreement.

"Act of Bankruptcy" shall mean the filing of a petition in bankruptcy (or any other commencement of a bankruptcy or similar proceeding) under any applicable bankruptcy, insolvency, reorganization, or similar law, now or hereafter in effect; provided that, in the case of an involuntary proceeding, such proceeding is not dismissed within ninety (90) days after the commencement thereof.

"ADA" shall have the meaning set forth in Section 4.1.38 hereof.

"Additional Borrower Payments" shall mean the payments payable pursuant to Section 2.5 (Additional Borrower Payments), Section 2.6 (Overdue Payments; Payments in Default) and Section 5.14 (Expenses) hereof, Section 3.3.3 (Borrower Loan in Balance)

of the Construction Funding Agreement, and Section 10 (Prepayments) of the Borrower Note.

“Affiliate” shall have the meaning set forth in the Funding Loan Agreement.

“Agreement of Environmental Indemnification” shall mean the Agreement of Environmental Indemnification, of even date herewith, executed by the Borrower and Guarantor for the benefit of the Beneficiary Parties (as defined therein) and any lawful holder, owner or pledgee of the Borrower Note from time to time.

“Appraisal” shall mean an appraisal of the Project, which appraisal shall be (i) performed by a qualified appraiser licensed in the State selected by Funding Lender, and (ii) satisfactory to Funding Lender (including, without limitation, as adjusted pursuant to any internal review thereof by Funding Lender) in all respects.

“Approved Developer Fee Schedule” shall have the meaning set forth in the Construction Funding Agreement.

“Architect” shall mean any licensed architect, space planner or design professional that Borrower may engage from time to time, with the approval of Funding Lender, to design any portion of the Improvements, including the preparation of the Plans and Specifications.

“Architect’s Agreement” shall mean any agreement that Borrower and any Architect from time to time may execute pursuant to which Borrower engages such Architect to design any portion of the Improvements, including the preparation of the Plans and Specifications, as approved by Funding Lender.

“Authorized Borrower Representative” shall mean a person at the time designated and authorized to act on behalf of the Borrower by a written certificate furnished to the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer and containing the specimen signature of such person and signed on behalf of the Borrower by its Borrower Controlling Entity which certificate may designate one or more alternates.

“Bankruptcy Code” shall mean the United State Bankruptcy Reform Act of 1978, as amended from time to time, or any substitute or replacement legislation.

“Bankruptcy Event” shall have the meaning given to that term in the Security Instrument.

“Bankruptcy Proceeding” shall have the meaning set forth in Section 4.1.8 hereof.

“Beneficiary Parties” shall mean, collectively, the Funding Lender and the Governmental Lender.

“Borrower” shall have the meaning set forth in the first paragraph of this Borrower Loan Agreement.

“Borrower Affiliate” shall mean, as to the Borrower, its general partners or the Guarantor, (i) any entity that directly or indirectly owns, controls, or holds with power to vote, 20 percent or more of the outstanding voting securities of Borrower, its general partners or the Guarantor, (ii) any corporation 20 percent or more of whose outstanding

voting securities are directly or indirectly owned, controlled or held with power to vote by the Borrower, its general partners or the Guarantor, (iii) any partner of Borrower, its general partners or the Guarantor, or (iv) any other person that is related (to the third degree of consanguinity) by blood or marriage to the Borrower, its general partners or the Guarantor (to the extent any of the Borrower, its general partners or the Guarantor is a natural person).

“Borrower Controlling Entity” shall mean the administrative general partner of the Borrower.

“Borrower Deferred Equity” shall have the meaning set forth in the Construction Funding Agreement.

“Borrower Initial Equity” shall have the meaning set forth in the Construction Funding Agreement.

“Borrower Loan” shall mean the mortgage loan made by the Governmental Lender to the Borrower pursuant to this Borrower Loan Agreement, in the maximum principal amount of the Borrower Loan Amount, as evidenced by the Borrower Note.

“Borrower Loan Agreement” shall mean this Borrower Loan Agreement, as the same may be amended from time to time in accordance with the terms hereof.

“Borrower Loan Amount” shall mean \$85,000,000, the maximum principal amount of the Borrower Note.

“Borrower Loan Documents” shall mean this Borrower Loan Agreement, the Construction Funding Agreement, the Borrower Note, the Security Instrument, the Agreement of Environmental Indemnification, the Guaranty, the Replacement Reserve Agreement, the Contingency Draw-Down Agreement and all other documents or agreements evidencing or relating to the Borrower Loan.

“Borrower Loan Payment Date” shall mean (i) the date upon which regularly scheduled Borrower Loan Payments are due pursuant to the Borrower Note, or (ii) any other date on which the Borrower Note is prepaid or paid, whether at the scheduled maturity or upon the acceleration of the maturity thereof.

“Borrower Loan Payments” shall mean the monthly loan payments payable pursuant to the Borrower Note.

“Borrower Loan Proceeds” shall mean proceeds of the Borrower Loan, to be disbursed in accordance with Section 2.10 of this Borrower Loan Agreement and the Construction Funding Agreement.

“Borrower Note” shall mean that certain Multifamily Note dated the Closing Date in the maximum principal amount of \$85,000,000 made by Borrower and payable to Governmental Lender, as endorsed and assigned to the Funding Lender, as it may be amended, supplemented or replaced from time to time.

“Borrower Payment Obligations” shall mean all payment obligations of the Borrower under the Borrower Loan Documents, including, but not limited to, the Borrower Loan Payments and the Additional Borrower Payments.

“Business Day” shall have the meaning given such term in the Funding Loan Agreement.

“Calculation Period” shall mean three (3) consecutive full Calendar Months occurring prior to the Conversion Date, as the same may be extended in accordance with Section 3.1 hereof.

“Calendar Month” shall mean each of the twelve (12) calendar months of the year.

“CC&R’s” shall mean any covenants, conditions, restrictions, maintenance agreements or reciprocal easement agreements affecting the Project.

“Closing Date” shall mean December 20, 2017, the date that the initial Borrower Loan Proceeds are disbursed hereunder.

“Code” shall have the meaning given such term in the Funding Loan Agreement.

“Collateral” shall mean all collateral described in (i) this Borrower Loan Agreement (including, without limitation, all property in which the Governmental Lender or Funding Lender is granted a security interest pursuant to any provision of this Borrower Loan Agreement), (ii) the Security Instrument, or (iii) any other Security Document, which Collateral shall include the Project, all of which collateral is pledged and assigned to Funding Lender under the Funding Loan Agreement to secure the Funding Loan.

“Completion” shall have the meaning set forth in Section 5.25.

“Completion Date” shall have the meaning set forth in the Construction Funding Agreement.

“Computation Date” shall have the meaning ascribed thereto in Section 1.148-3(e) of the Regulations.

“Condemnation” shall mean any action or proceeding or notice relating to any proposed or actual condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Project, whether direct or indirect.

“Conditions to Conversion” shall have the meaning given such term in the Construction Funding Agreement.

“Construction Consultant” shall mean a third-party architect or engineer selected and retained by Funding Lender, at the cost and expense of Borrower, to monitor the progress of construction of the Project and to inspect the Improvements to confirm compliance with this Borrower Loan Agreement.

“Construction Contract” shall mean any agreement that Borrower and any Contractor from time to time may execute pursuant to which Borrower engages the Contractor to construct any portion of the Improvements, as approved by Funding Lender.

“Construction Funding Agreement” shall mean that certain Construction Funding Agreement of even date herewith, between the Funding Lender, as agent for

the Governmental Lender, and Borrower, pursuant to which the Borrower Loan will be advanced by the Funding Lender (or the Servicer on its behalf), as agent of the Governmental Lender, to the Borrower and setting forth certain provisions relating to disbursement of the Borrower Loan during construction of the Project, insurance and other matters, as such agreement may be amended, modified, supplemented and replaced from time to time.

“Construction Schedule” shall mean a schedule of construction or rehabilitation progress with the anticipated commencement and completion dates of each phase of construction of the Project, and the anticipated date and amounts of each Disbursement for the same, as approved by Funding Lender, as assignee of the Governmental Lender.

“Continuing Disclosure Agreement” shall mean that certain Continuing Disclosure Agreement of even date herewith, between the Borrower and the Funding Lender, pursuant to which the Borrower agrees to provide certain information with respect to the Project, the Borrower and the Funding Loan subsequent to the Closing Date, as amended, supplemented or restated from time to time.

“Contractor” shall mean any licensed general contractor or subcontractor that Borrower may directly engage from time to time, with the approval of Funding Lender, to construct and /or rehabilitate any portion of the Improvements.

“Contractual Obligation” shall mean, for any Person, any debt or equity security issued by that Person, and any indenture, mortgage, deed of trust, contract, undertaking, instrument or agreement (written or oral) to which such Person is a party or by which it is bound, or to which it or any of its assets is subject.

“Conversion” shall mean Funding Lender’s determination that the Conditions to Conversion have been satisfied in accordance with the provisions of this Borrower Loan Agreement and the Construction Funding Agreement.

“Conversion Date” shall mean the date to be designated by Funding Lender once the Conditions to Conversion have been satisfied, the determination of the Permanent Period Amount has been made and any loan balancing payments in accordance with Section 3.3 hereof and the Construction Funding Agreement have been made. The Conversion Date must occur no later than the Outside Conversion Date.

“Cost Breakdown” shall mean the schedule of costs for the Improvements, as set forth in the Construction Funding Agreement and as the same may be amended from time to time with Funding Lender’s consent.

“Costs of Funding” shall mean the Governmental Lender’s Closing Fee and the fees, costs, expenses and other charges incurred in connection with the funding of the Borrower Loan and the Funding Loan, the negotiation and preparation of this Borrower Loan Agreement and each of the other Borrower Loan Documents and Funding Loan Documents and shall include, but shall not be limited to, the following: (i) counsel fees (including but not limited to Tax Counsel, counsel to the Governmental Lender, Borrower’s counsel, Fiscal Agent’s counsel and Funding Lender’s counsel); (ii) financial advisor fees incurred in connection with the closing of the Borrower Loan and the Funding Loan; (iii) Fiscal Agent fees and expenses payable on the Closing Date; (iv) printing costs (for any preliminary and final offering materials relating to the Funding Loan); (v) any recording fees; (vi) any additional fees charged by the Fiscal Agent or the

Governmental Lender; and (vii) costs incurred in connection with the required public notices generally and costs of the public hearing.

“Costs of Funding Deposit” shall mean the amount required to be deposited by the Borrower with the Title Company (or a separate escrow company, if applicable) to pay Costs of Funding in connection with the closing of the Borrower Loan and the Funding Loan on the Closing Date.

“Cost of Improvements” shall mean the costs for the Improvements, as set forth on the Cost Breakdown.

“County” shall mean the County of Contra Costa, California.

“Date of Disbursement” shall mean the date of a Disbursement.

“Day” or “Days” shall mean and refer to calendar days unless expressly stated to be Business Days.

“Debt” shall mean, as to any Person, any of such Person’s liabilities, including all indebtedness (whether recourse and nonrecourse, short term and long term, direct and contingent), all committed and unfunded liabilities, and all unfunded liabilities, that would appear upon a balance sheet of such Person prepared in accordance with GAAP.

“Default Rate” shall have the meaning given to that term in the Borrower Note.

“Determination of Taxability” shall mean (i) a determination by the Commissioner or any District Director of the Internal Revenue Service, (ii) a private ruling or Technical Advice Memorandum concerning the Governmental Lender Note, issued by the National Office of the Internal Revenue Service, in which Governmental Lender and Borrower were afforded the opportunity to participate, (iii) a determination by any court of competent jurisdiction, (iv) the enactment of legislation or (v) receipt by the Funding Lender, at the request of the Governmental Lender, the Borrower or the Funding Lender, of an opinion of Tax Counsel, in each case to the effect that the interest on the Governmental Lender Note is includable in gross income for federal income tax purposes of any holder or any former holder of all or a portion of the Governmental Lender Note, other than a holder who is a “substantial user” of the Project or a “related person” (as such terms are defined in Section 147(a) of the Code); provided, however, that no such Determination of Taxability under clause (i) or (iii) shall be deemed to have occurred if the Governmental Lender (at the sole expense of the Borrower), the Funding Lender (at the sole expense of the Borrower) or the Borrower is contesting such determination, has elected to contest such determination in good faith and is proceeding with all applicable dispatch to prosecute such contest until the earliest of (a) a final determination from which no appeal may be taken with respect to such determination, (b) abandonment of such appeal by the Governmental Lender or the Borrower, as the case may be, or (c) one year from the date of initial determination.

“Developer Fee” shall have the meaning set forth in the Construction Funding Agreement.

“Disbursement” shall mean a disbursement of Borrower Loan Proceeds and Other Borrower Moneys pursuant to this Borrower Loan Agreement.

“Engineer” shall mean any licensed civil, structural, mechanical, electrical, soils, environmental or other engineer that Borrower may engage from time to time, with the approval of Funding Lender, to perform any engineering services with respect to any portion of the Improvements.

“Engineer’s Contract” shall mean any agreement that Borrower and any Engineer from time to time may execute pursuant to which Borrower engages such Engineer to perform any engineering services with respect to any portion of the Improvements, as approved by Funding Lender.

“Equipment” shall have the meaning given to the term “Personalty” in the Security Instrument.

“Equity Contributions” shall mean the equity to be contributed by the Equity Investor to Borrower, in accordance with and subject to the terms, conditions and adjustments of the Partnership Agreement.

“Equity Investor” shall mean Boston Capital Direct Placement, A Limited Partnership, a Massachusetts limited partnership, and its permitted successors and assigns, including but not limited to The California Corporate Tax Credit Fund VIII, A Limited Partnership, a Massachusetts limited partnership.

“ERISA” shall mean the Employment Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” shall mean all members of a controlled group of corporations and all trades and business (whether or not incorporated) under common control and all other entities which, together with the Borrower, are treated as a single employer under any or all of Section 414(b), (c), (m) or (o) of the Code.

“Event of Default” shall mean any Event of Default set forth in Section 8.1 of this Borrower Loan Agreement. An Event of Default shall “exist” if a Potential Default shall have occurred and be continuing beyond any applicable cure period.

“Excess Revenues” shall have the meaning ascribed thereto in Section 2.2(e) hereof.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

“Expenses of the Project” shall mean, for any period, the current expenses, paid or accrued, for the operation, maintenance and current repair of the Project, as calculated in accordance with GAAP, and shall include, without limiting the generality of the foregoing, salaries, wages, employee benefits, cost of materials and supplies, costs of routine repairs, renewals, replacements and alterations occurring in the usual course of business, costs and expenses properly designated as capital expenditures (e.g. repairs that would not be payable from amounts on deposit in a repair and replacement fund held pursuant to the Borrower Loan Documents), a property management fee (however characterized) not to exceed the Underwritten Management Fee, costs of billings and collections, costs of insurance, and costs of audits. Expenses of the Project shall not include any payments, however characterized, on account of any subordinate financing in respect of the Project or other indebtedness, allowance for depreciation, amortization or other non-cash items, gains and losses or prepaid expenses not customarily prepaid.

“Extended Outside Conversion Date” shall have the meaning set forth in the Construction Funding Agreement.

“Fair Market Value” shall mean 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 (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) 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, (iii) the investment is a United States Treasury Security State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is an interest in any commingled investment fund in which the Governmental Lender and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of investment.

“Fiscal Agent” shall mean the Fiscal Agent from time to time under and pursuant to the Funding Loan Agreement. Initially, the Fiscal Agent is Wilmington Trust, National Association.

“Funding Lender” shall mean Citibank, N.A., a national banking association, in its capacity as lender under the Funding Loan.

“Funding Loan” shall mean the Funding Loan in the original maximum principal amount of \$85,000,000 made by Funding Lender to Governmental Lender under the Funding Loan Agreement, the proceeds of which are used by the Governmental Lender to make the Borrower Loan.

“Funding Loan Agreement” shall mean the Funding Loan Agreement, of even date herewith, among the Governmental Lender, the Funding Lender and the Fiscal Agent, as it may from time to time be supplemented, modified or amended by one or more amendments or other instruments supplemental thereto entered into pursuant to the applicable provisions thereof.

“Funding Loan Documents” shall have the meaning given to that term in the Funding Loan Agreement.

“GAAP” shall mean generally accepted accounting principles as in effect on the date of the application thereof and consistently applied throughout the periods covered by the applicable financial statements.

“General Partner” shall mean, either individually or collectively, as the context requires (i) TPC Holdings VI, LLC, an Idaho limited liability company, doing business in California as TPC Idaho Holdings VI, LLC, as administrative General Partner, (ii) Central Valley Coalition for Affordable Housing, a California nonprofit public benefit corporation, as Managing General Partner, and/or (iii) any other Person that the partners of the Borrower, with the prior written approval of the Funding Lender (or as

otherwise permitted without the Funding Lender's approval pursuant to the Borrower Loan Documents), selected to be a general partner of the Borrower.

"Governmental Authority" shall mean (i) any governmental municipality or political subdivision thereof, (ii) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body, or (iii) any court, administrative tribunal or public utility, agency, commission, office or authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise), now or hereafter in existence.

"Governmental Lender" shall have the meaning set forth in the first paragraph of this Borrower Loan Agreement.

"Governmental Lender Note" shall mean that certain County of Contra Costa Limited Obligation Multifamily Housing Revenue Note (Twenty One and Twenty Three Nevin Apartments), Series 2017B dated the Closing Date in the maximum principal amount of \$85,000,000, made by the Governmental Lender and payable to Funding Lender, as it may be amended, supplemented or replaced from time to time.

"Governmental Lender's Closing Fee" shall mean the administrative fees of the Governmental Lender payable on the Closing Date, as specified in the definition of "County Issuance Fee" in the Regulatory Agreement. The Governmental Lender's Closing Fee and the first County Annual Fee (as defined in the Regulatory Agreement) are payable to the Governmental Lender on the Closing Date pursuant to Section 2.3(c)(iii) hereof.

"Gross Income" shall mean all receipts, revenues, income and other moneys received or collected by or on behalf of Borrower and derived from the ownership or operation of the Project, if any, and all rights to receive the same, whether in the form of accounts, accounts receivable, contract rights or other rights, and the proceeds of such rights, and whether now owned or held or hereafter coming into existence and proceeds received upon the foreclosure sale of the Project. Gross Income shall not include loan proceeds, equity or capital contributions, or tenant security deposits being held by Borrower in accordance with applicable law.

"Gross Proceeds" shall mean, without duplication, the aggregate of:

(a) the net amount (after payment of all expenses of originating the Funding Loan) of Funding Loan proceeds received by the Governmental Lender as a result of the origination of the Funding Loan;

(b) all amounts received by the Governmental Lender as a result of the investment of the Funding Loan proceeds;

(c) any amounts held in any fund or account to the extent that the Governmental Lender reasonably expects to use the amounts in such fund to pay any portion of the Funding Loan; and

(d) any securities or obligations pledged by the Governmental Lender or by the Borrower as security for the payment of any portion of the Funding Loan.

"Guarantor" shall mean, individually and collectively, Pacific West Communities, Inc., Pacific West Builders, Inc., TPC Holdings VI, LLC, and/or any other

person or entity which may hereafter become a guarantor of any of the Borrower's obligations under the Borrower Loan.

"Guaranty" shall mean, individually and collectively, (i) the Completion and Repayment Guaranty, of even date herewith, by Guarantor for the benefit of the Beneficiary Parties (as defined therein), and (ii) the Exceptions to Non Recourse Guaranty, of even date herewith, by Guarantor for the benefit of the Beneficiary Parties (as defined therein).

"Improvements" shall mean the 271-unit residential rental project (including three manager's units) upon the Land and known or to be known as Twenty One and Twenty Three Nevin Apartments, and all other buildings, structures, fixtures, wiring, systems, equipment and other improvements and personal property to be constructed and/or installed at or on the Land in accordance with the Cost Breakdown and the Plans and Specifications.

"Indemnified Party" shall have the meaning set forth in Section 5.15 hereof.

"Installment Computation Date" shall mean any Computation Date other than the first Computation Date or the final Computation Date.

"Interest Rate" shall mean the rate of interest accruing on the Borrower Note.

"Interim Phase Amount" shall mean \$85,000,000.

"Land" shall mean the real property described on Exhibit A to the Security Instrument.

"Late Charge" shall mean the amount due and payable as a late charge on overdue payments under the Borrower Note, as provided in Section 7 of the Borrower Note and Section 2.6 hereof.

"Legal Action" shall mean an action, suit, investigation, inquiry, proceeding or arbitration at law or in equity or before or by any foreign or domestic court, arbitrator or other Governmental Authority.

"Legal Requirements" shall mean statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting all or part of the Project or any property (including the Project) owned by Borrower or the construction, rehabilitation, use, alteration or operation thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instrument, either of record or known to the Borrower, at any time in force affecting all or part of the Project, including any that may (i) require repairs, modifications or alterations in or to all or part of the Project, or (ii) in any way limit the use and enjoyment thereof.

"Liabilities" shall have the meaning set forth in Section 5.15 hereof.

"Licenses" shall have the meaning set forth in Section 4.1.22 hereof.

"Lien" shall mean any interest, or claim thereof, in the Project securing an obligation owed to, or a claim by, any Person other than the owner of the Project,

whether such interest is based on common law, statute or contract, including the lien or security interest arising from a deed of trust, mortgage, deed to secure debt, assignment, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" shall include reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting the Project.

"Management Agreement" shall mean the Management Agreement between the Borrower and the Manager, pursuant to which the Manager is to manage the Project, as same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"Manager" shall mean the management company to be employed by the Borrower and approved by the Funding Lender in accordance with the terms of the Security Instrument, this Borrower Loan Agreement or any of the other Borrower Loan Documents.

"Material Adverse Change" shall mean any set of circumstances or events which (a) has or could reasonably be expected to have any material adverse effect whatsoever upon the validity or enforceability of this Borrower Loan Agreement or any other Borrower Loan Document; (b) is or could reasonably be expected to be material and adverse to the business, properties, assets, financial condition, or results of operations of the Borrower, General Partner, Guarantor or the Mortgaged Property; (c) could reasonably be expected to impair materially the ability of the Borrower, General Partner or Guarantor to duly and punctually pay or perform any of their respective obligations under any of the Borrower Loan Documents to which they are a party; or (d) impairs materially or could reasonably be expected to impair materially any rights of or benefits available to the Governmental Lender under this Borrower Loan Agreement or any other Borrower Loan Document, including, without limitation, the ability of Governmental Lender or, upon the assignment of the Borrower Loan to it, of the Funding Lender, to the extent permitted, to enforce its legal remedies pursuant to this Borrower Loan Agreement or any other Borrower Loan Document.

"Moody's" shall mean Moody's Investors Service, Inc., or its successor.

"Mortgaged Property" shall have the meaning given to that term in the Security Instrument.

"Net Operating Income" shall mean: (i) the Gross Income, less (ii) the Expenses of the Project.

"Nonpurpose Investment" shall mean any investment property (as defined in Section 148(b) of the Code) that is acquired with the Gross Proceeds of the Funding Loan and which is not acquired to carry out the governmental purpose of the Funding Loan.

"Ongoing Governmental Lender Fee" shall mean the County Annual Fee (as that term is defined in the Regulatory Agreement) that is payable after the Closing Date.

"Other Borrower Moneys" shall mean monies of Borrower other than Borrower Loan Proceeds and includes, but is not limited to, the Subordinate Debt, Net Operating Income, the Borrower's Equity Contributions and any other funds contributed or loaned

to the Borrower for application to the Costs of Improvements or other costs associated with the Project.

“Other Charges” shall mean all maintenance charges, impositions other than Taxes, and any other charges, including vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Project, now or hereafter levied or assessed or imposed against the Project or any part thereof.

“Outside Conversion Date” shall have the meaning set forth in the Construction Funding Agreement.

“Partnership Agreement” shall mean that certain [Amended and Restated Agreement of Limited Partnership] of the Borrower dated as of December __, 2017, as the same may be amended, restated or modified from time to time in accordance with its terms.

“Patriot Act” shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT ACT) of 2001, as the same may be amended from time to time, and corresponding provisions of future laws.

“Patriot Act Offense” shall have the meaning set forth in Section 4.1.48 hereof.

“Permanent Period” shall mean the period of time from the Conversion Date to the Maturity Date (as defined in the Funding Loan Agreement).

“Permanent Period Amount” shall mean the principal amount of the Borrower Loan following the calculation provided for in Section 7.3 of the Construction Funding Agreement.

“Permitted Encumbrances” shall have the meaning given to that term in the Security Instrument.

“Permitted Lease” shall mean a lease and occupancy agreement pursuant to the form approved by Funding Lender, to a residential tenant in compliance with the Legal Requirements, providing for an initial term of not less than six (6) months nor more than two (2) years.

“Person” shall mean a natural person, a partnership, a joint venture, an unincorporated association, a limited liability company, a corporation, a trust, any other legal entity, or any Governmental Authority.

“Plan” shall mean (i) an employee benefit or other plan established or maintained by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions and (ii) which is covered by Title IV of ERISA or Section 302 of ERISA or Section 412 of the Code.

“Plans and Specifications” shall mean the plans and specifications or scope of work for the construction of the Project approved by the Funding Lender.

“Potential Default” shall mean the occurrence of an event which, under this Borrower Loan Agreement or any other Borrower Loan Document, would, but for the giving of notice or passage of time, or both, be an Event of Default.

“Prepayment Premium” shall mean any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of the Borrower Note (including any prepayment premium as set forth in the Borrower Note).

“Project” shall mean the Mortgaged Property (as defined in the Security Instrument) and Improvements thereon owned by the Borrower and encumbered by the Security Instrument, together with all rights pertaining to such real property and Improvements, as more particularly described in the Granting Clauses of the Security Instrument and referred to therein as the “Mortgaged Property.”

“Project Agreements and Licenses” shall mean any and all Construction Contracts, Engineer’s Contracts and Management Agreements, and all other rights, licenses, permits, franchises, authorizations, approvals and agreements relating to use, occupancy, operation or leasing of the Project or the Mortgaged Property.

“Provided Information” shall have the meaning set forth in Section 9.1.1 (a) hereof.

“Qualified Project Costs” shall have the meaning given to such term in the Regulatory Agreement.

“Rebate Amount” shall mean, for any given period, the amount determined by the Rebate Analyst as required to be rebated or paid as a yield reduction payment to the United States of America with respect to the Funding Loan.

“Rebate Analyst” shall mean the rebate analyst, selected by the Borrower and acceptable to the Governmental Lender and the Funding Lender.

“Rebate Analyst’s Fee” shall mean the fee of the Rebate Analyst payable by the Borrower to the Rebate Analyst.

“Rebate Fund” shall mean the Rebate Fund created pursuant to Section 5.35 hereof.

“Regulatory Agreement” shall mean that certain Regulatory Agreement and Declaration of Restrictive Covenants in respect of the Project, dated as of the date hereof, by and among the Governmental Lender and the Borrower, as hereafter amended or modified.

“Related Documents” shall mean, collectively, any agreement or other document (other than the Borrower Loan Documents) granting a security interest (including each agreement that is the subject of any Borrower Loan Document), the Partnership Agreement, and any other agreement, instrument or other document (not constituting a Borrower Loan Document) relating to or executed in connection with the transactions contemplated by this Borrower Loan Agreement.

“Replacement Reserve Agreement” shall mean the Replacement Reserve Agreement, of even date herewith, between the Borrower and the Funding Lender, as the same may be amended, restated or supplemented from time to time.

“Replacement Reserve Fund Requirement” means Borrower’s funding obligations from time to time under the Replacement Reserve Agreement.

“Retainage” shall have the meaning given such term in the Construction Funding Agreement.

“Review Fee” shall mean the three thousand dollars (\$3,000) fee payable to Funding Lender in connection with the review of requests from the Borrower in connection with events requiring the consent and/or approval of the Funding Lender, including, but not limited to, subordinate financings and easements.

“Secondary Market Disclosure Document” shall have the meaning set forth in Section 9.1.2 hereof.

“Secondary Market Transaction” shall have the meaning set forth in Section 9.1.1 hereof.

“Securities” shall have the meaning set forth in Section 9.1.1 hereof.

“Securities Act” shall mean the Securities Act of 1933, as amended.

“Security Documents” shall mean the Security Instrument, the Replacement Reserve Agreement, the Collateral Agreements and the Collateral Assignments (as such terms are defined in the Security Instrument), this Borrower Loan Agreement, the Agreement of Environmental Indemnification, and such other security instruments that Funding Lender may reasonably request.

“Security Instrument” shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

“Servicer” shall mean the Servicer contracting with or appointed by the Funding Lender to service the Borrower Loan. The initial Servicer shall be Citibank, N.A.

“Servicing Agreement” shall mean any servicing agreement or master servicing agreement, between the Servicer and the Funding Lender, relating to the servicing of the Borrower Loan and any amendments thereto or any replacement thereof.

“State” shall mean the State of California.

“Subordinate Bonds” means (i) the County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B1 issued in the principal amount of \$20,000,000 on the Closing Date pursuant to an Indenture of Trust, dated as of the date hereof, between the County of Contra Costa, California, as issuer, and Wilmington Trust, National Association, as trustee, and (ii) the County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B2 issued in the principal amount of up to \$25,000,000 on the Closing Date pursuant to an Indenture of Trust, dated as of the date hereof, between the County of Contra Costa, California, as issuer, and Wilmington Trust, National Association, as trustee.

“Subordinate Debt” shall mean, the subordinate loans to Borrower in the aggregate amount of not to exceed \$30,000,000 being made by the Subordinate Lender as of the Closing Date with the proceeds of the Subordinate Bonds pursuant to the

Subordinate Loan Documents; provided, however, that the aggregate amount of Subordinate Debt outstanding at any time shall not exceed \$25,000,000.

“Subordinate Lender” shall mean County of Contra Costa, California, as issuer of the Subordinate Bonds.

“Subordinate Loan Documents” shall mean, collectively, all instruments, agreements and other documents evidencing, securing or otherwise relating to the Subordinate Debt or executed and delivered by the Borrower in connection with the Subordinate Debt.

“Substantial Completion Date” shall have the meaning set forth in the Construction Funding Agreement..

“Substantially Complete” or “Substantially Completed” shall have the meaning set forth in the Construction Funding Agreement.

“Tax Counsel” shall have the meaning set forth in the Funding Loan Agreement.

“Taxes” shall mean all real estate and personal property taxes, assessments, water rates or sewer rents, now or hereafter levied or assessed or imposed against all or part of the Project.

“Term” shall mean the term of this Borrower Loan Agreement pursuant to Section 10.14.

“Title Company” shall mean Commonwealth Land Title Company.

“Title Insurance Policy” shall mean the mortgagee title insurance policy, in form acceptable to the Funding Lender, issued with respect to the Mortgaged Property and insuring the lien of the Security Instrument.

“Transfer” shall have the meaning given to that term in the Security Instrument.

“UCC” shall mean the Uniform Commercial Code as in effect in the State.

“Unassigned Rights” shall have the meaning set forth in the Funding Loan Agreement.

“Underwritten Management Fee” shall have the meaning set forth in the Construction Funding Agreement.

“Unit” shall mean a residential apartment unit within the Improvements.

“Written Consent” and “Written Notice” shall mean a written consent or notice signed by an Authorized Borrower Representative or an authorized representative of the Governmental Lender or the Funding Lender, as appropriate.

ARTICLE II

GENERAL

Section 2.1. Origination of Borrower Loan. In order to provide funds for the purposes provided herein, the Governmental Lender agrees that it will, in accordance with the Act, enter into the Funding Loan Agreement and accept the Funding Loan from the Funding Lender and disbursed by the Fiscal Agent. The proceeds of the Funding Loan shall be advanced by the Funding Lender to the Borrower in accordance with the terms of the Construction Funding Agreement and this Borrower Loan Agreement.

The Governmental Lender hereby appoints the Funding Lender as its agent with full authority and power to act on its behalf to disburse the Borrower Loan for the account of the Governmental Lender, to take certain actions and exercise certain remedies with respect to the Borrower Loan, and for the other purposes set forth in this Borrower Loan Agreement and to do all other acts necessary or incidental to the performance and execution thereof. This appointment is coupled with an interest and is irrevocable except as expressly set forth herein. Accordingly, references to the rights of the Funding Lender to take actions under this Borrower Loan Agreement shall refer to Funding Lender in its role as agent of the Governmental Lender. The Funding Lender may, in its discretion, designate Servicer to fulfill the rights and responsibilities granted by Governmental Lender to Funding Lender pursuant to this Section 2.1. Notwithstanding the foregoing, disbursements of the Borrower Loan shall be made from the Project Fund held by the Fiscal Agent pursuant to the Funding Loan Agreement.

Section 2.2. Security for the Funding Loan.

(a) As security for the Funding Loan, the Governmental Lender has pledged and assigned to the Funding Lender under and pursuant to the Funding Loan Agreement (a) the Borrower Note and all of its right, title and interest in and to this Borrower Loan Agreement and the Borrower Loan Documents (except for the Unassigned Rights) and all revenues and receipts therefrom and the security therefor (including the Security Instrument) and (b) the amounts on deposit from time to time in any and all funds established under the Funding Loan Agreement (except the Rebate Fund). All revenues and assets pledged and assigned thereby shall immediately be subject to the lien of such pledge without any physical delivery thereof or any further act, except in the case of the Borrower Note, which shall be delivered to the Funding Lender. The Borrower hereby acknowledges and consents to such assignment to the Funding Lender.

(b) With respect to the Unassigned Rights, subject to the limitations set forth in this Section 2.2, the Governmental Lender may:

(i) *Tax Covenants.* Seek specific performance of, and enforce, the tax covenants in Section 8.7 of the Funding Loan Agreement, the provisions of the Regulatory Agreement, the Tax Certificate and the covenants of the Borrower in Section 5.34 of this Borrower Loan Agreement, seek injunctive relief against acts which may be in violation of any of the foregoing covenants, and enforce the Borrower's obligation under Section 5.35 to pay amounts for credit to the Rebate Fund;

(ii) *Regulatory Agreement.* Seek specific performance of the obligations of the Borrower or any other owner of the Project under the Regulatory Agreement and injunctive relief against acts which may be in violation of the Regulatory Agreement or otherwise in accordance with the provisions of the Regulatory Agreement; provided, however, that the Governmental Lender may enforce any right it may have under the

Regulatory Agreement for monetary damages only against Excess Revenues (defined below), if any, of the Borrower, unless Funding Lender otherwise specifically consents in writing to the use of other funds; and

(iii) *Reserved Rights*. Take whatever action at law or in equity which appears necessary or desirable to enforce the other Unassigned Rights, provided, however, that the Governmental Lender or any person under its control may only enforce any right it may have for monetary damages against Excess Revenues, if any, of the Borrower, unless Funding Lender otherwise specifically consents in writing to the enforcement against other funds of the Borrower.

(c) In no event shall the Governmental Lender, except at the express written direction of the Funding Lender:

(i) prosecute its action to a lien on the Project; or

(ii) take any action which may have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal of, interest on, or other amounts due under, the Borrower Loan or of causing the Borrower to file a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Borrower under any applicable liquidation, insolvency, bankruptcy, rehabilitation, composition, reorganization, conservation or other similar law in effect now or in the future; or

(iii) interfere with the exercise by Funding Lender or Servicer of any of their rights under the Borrower Loan Documents upon the occurrence of an event of default by the Borrower under the Borrower Loan Documents or the Funding Loan Documents; or

(iv) take any action to accelerate or otherwise enforce payment or seek other remedies with respect to the Borrower Loan or the Funding Loan.

(d) The Governmental Lender shall provide Written Notice to the Funding Lender and the Servicer immediately upon taking any action at law or in equity to exercise any remedy or direct any proceeding under the Borrower Loan Documents or the Funding Loan Documents. The exercise by the Governmental Lender of its rights to require specific performance under and pursuant to Section 17 of the Regulatory Agreement shall not be deemed to violate the provisions of this Section 2.2.

(e) As used in this Section 2.2, the term "Excess Revenues" means, for any period, the net cash flow of the Borrower available for distribution to shareholders, members or partners (as the case may be) for such period, after the payment of all interest expense, the amortization of all principal of all indebtedness coming due during such period (whether by maturity, mandatory sinking fund payment, acceleration or otherwise), the payment of all fees, costs and expenses on an occasional or recurring basis in connection with the Borrower Loan or the Funding Loan, the payment of all operating, overhead, ownership and other expenditures of the Borrower directly or indirectly in connection with the Project (whether any such expenditures are current, capital or extraordinary expenditures), and the setting aside of all reserves for taxes, insurance, water and sewer charges or other similar impositions, capital expenditures, repairs and replacements and all other amounts which the Borrower is required to set aside pursuant to agreement, but excluding depreciation and amortization of intangibles.

Section 2.3. Loan; Borrower Note; Conditions to Closing.

(a) The Borrower Loan shall be funded by the Funding Lender on the Closing Date, and deposited by the Fiscal Agent to the Note Proceeds Account of the Project Fund under the Funding Loan Agreement upon satisfaction of the conditions set forth in the Construction Funding Agreement. Upon funding of the Funding Loan, the Governmental Lender shall be deemed to have made the Borrower Loan to the Borrower in a like principal amount. The Borrower Loan shall mature and be payable at the times and in the amounts required under the terms hereof and of the Borrower Note. The proceeds of the Borrower Loan shall be used by the Borrower to pay costs of the acquisition and construction of the Project. The Borrower hereby accepts the Borrower Loan and acknowledges that the Governmental Lender shall cause the Funding Lender to fund the Borrower Loan in the manner set forth herein and in the Funding Loan Agreement and in the Construction Funding Agreement. The Governmental Lender acknowledges that the Borrower Loan shall be funded by the Funding Lender to the Fiscal Agent for the account of the Governmental Lender.

(b) The Borrower hereby accepts the Borrower Loan. As evidence of its obligation to repay the Borrower Loan, simultaneously with its execution and delivery of this Borrower Loan Agreement, the Borrower hereby agrees to execute and deliver the Borrower Note. The Borrower Loan shall mature and be payable at the times and in the amounts required under the terms hereof and of the Borrower Note.

(c) Closing of the Borrower Loan on the Closing Date shall be conditioned upon satisfaction or waiver by the Governmental Lender and the Funding Lender, in their sole discretion, of each of the conditions precedent to closing set forth in the Funding Loan Agreement and this Borrower Loan Agreement, including but not limited to the following:

(i) evidence of proper recordation of the Security Instrument, an assignment of the Security Instrument from the Governmental Lender to the Funding Lender, the Regulatory Agreement, and each of the other documents specified for recording in instructions delivered to the Title Company by counsel to the Funding Lender (or that such documents have been delivered to an authorized agent of the Title Company for recordation under binding recording instructions from Funding Lender's counsel or such other counsel as may be acceptable to the Funding Lender);

(ii) delivery to the Fiscal Agent or into escrow with the Title Company (or separate escrow company, if applicable) of all amounts required to be paid in connection with the origination of the Borrower Loan and the Funding Loan and any underlying real estate transfers or transactions, including the Costs of Funding Deposit and the Borrower Initial Equity, all as specified in written instructions delivered to the Title Company by counsel to the Funding Lender (or such other counsel as may be acceptable to the Funding Lender) and/or as specified in a closing memorandum of the Funding Lender; and

(iii) payment of all fees payable in connection with the closing of the Borrower Loan including the Governmental Lender's Closing Fee and the initial fees and expenses of the Fiscal Agent and the Funding Lender.

In addition, closing of the Borrower Loan shall be subject to the delivery of an opinion of counsel to the Borrower addressed to the Governmental Lender and the Funding Lender, dated the Closing Date, in form and substance acceptable to Tax Counsel, regarding (among other things) the due execution by the Borrower of, and the enforceability against the Borrower of, the Borrower Loan Documents.

Section 2.4. Borrower Loan Payments.

(a) The Borrower shall make Borrower Loan Payments in accordance with the Borrower Note. Each Borrower Loan Payment made by the Borrower shall be made in funds immediately available to the Fiscal Agent by 2:00 p.m., New York City time, or, if to the Servicer prior to the Conversion Date, by 11:00 a.m., New York City time, on the Borrower Loan Payment Date, or if to the Servicer following the Conversion Date, by 2:00 p.m., New York City time, on the date that is two (2) Business Days prior to the Borrower Loan Payment Date. Each such payment shall be made to the Fiscal Agent or the Servicer by deposit to such account as the Fiscal Agent or Servicer, as applicable, may designate by Written Notice to the Borrower. Payments made on the Governmental Lender Note shall be deemed to be made on the same date and in the same amount as on the Borrower Note. Whenever any Borrower Loan Payment shall be stated to be due on a day that is not a Business Day, such payment shall be due on the first Business Day immediately thereafter. In addition, the Borrower shall make Borrower Loan Payments in accordance with the Borrower Note in the amounts and at the times necessary to make all payments due and payable on the Funding Loan. All payments made by the Borrower hereunder or by the Borrower under the other Borrower Loan Documents, shall be made irrespective of, and without any deduction for, any set-offs or counterclaims, but such payment shall not constitute a waiver of any such set-offs or counterclaims.

(b) Unless there is no Servicer, payments of principal and interest on the Borrower Note shall be paid to the Servicer and the Servicer shall then remit such funds to the Fiscal Agent. If there is no Servicer, payments of principal and interest on the Borrower Note shall be paid directly to the Fiscal Agent.

Section 2.5. Additional Borrower Payments.

(a) The Borrower shall pay the following amounts:

(i) to the Fiscal Agent, the Rebate Amount then due, if any, to be deposited in the Rebate Fund as specified in Section 5.35 hereof and the Rebate Analyst's Fee and any other costs incurred to calculate such Rebate Amount (to the extent such costs are not included in the Borrower Loan Payment);

(ii) to the Governmental Lender, on demand, any and all fees, charges, costs, advances, indemnities and expenses, including agent and counsel fees, of the Governmental Lender incurred by the Governmental Lender at any time in connection with the Borrower Loan Documents, the Funding Loan Documents or the Project, including, without limitation, the Ongoing Governmental Lender Fee (without the need for any demand therefor), counsel fees and expenses incurred in connection with the interpretation, performance, or amendment and all counsel fees and expenses relating to the enforcement of the Borrower Loan Documents or the Funding Loan Documents or any other documents relating to the Project or the Borrower Loan or in connection with questions or other matters arising under such documents or in connection with any federal or state tax audit;

(iii) all Costs of Funding and fees, charges and expenses, including agent and counsel fees incurred in connection with the origination of the Borrower Loan and the Funding Loan, as and when the same become due;

(iv) to the Funding Lender, on demand, all charges, costs, advances, indemnities and expenses, including agent and counsel fees, of the Funding Lender incurred by the

Funding Lender at any time in connection with the Borrower Loan, the Funding Loan or the Project, including, without limitation, any Review Fee, reasonable counsel fees and expenses incurred in connection with the interpretation, performance, or amendment and all counsel fees and expenses relating to the enforcement of the Borrower Loan Documents or the Funding Loan Documents or any other documents relating to the Project or the Borrower Loan or in connection with questions or other matters arising under such documents or in connection with any federal or state tax audit;

(v) any Late Charge due and payable under the terms of the Borrower Note and Section 2.6 hereof; provided, however, that all payments made pursuant to this subsection (vi) shall be made to the Servicer, and if there is no Servicer, such payments shall be made to the Funding Lender;

(vi) to the entity entitled thereto, when due and payable, all taxes and assessments levied by public agencies on the Project; and

(vii) to the Fiscal Agent, all fees, charges, costs, advances, indemnities and expenses, including agent and counsel fees, of Fiscal Agent incurred under the Borrower Loan Documents or the Funding Loan Documents as and when the same become due.

(b) The Borrower shall pay to the party entitled thereto as expressly set forth in this Borrower Loan Agreement or the other Borrower Loan Documents or Funding Loan Documents:

(i) all expenses incurred in connection with the enforcement of any rights under this Borrower Loan Agreement or any other Borrower Loan Document, the Regulatory Agreement, or any Funding Loan Document by the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer;

(ii) all other payments of whatever nature that the Borrower has agreed to pay or assume under the provisions of this Borrower Loan Agreement or any other Borrower Loan Document or Funding Loan Document; and

(iii) all expenses, costs and fees relating to inspections of the Project required by the Governmental Lender, the Funding Lender, the Fiscal Agent, the Servicer or the Construction Consultant, in accordance with the Borrower Loan Documents or the Funding Loan Documents or to reimburse such parties for such expenses, costs and fees.

(c) The Borrower shall pay to the Governmental Lender the Governmental Lender's Closing Fee and the County Annual Fee (as defined in the Regulatory Agreement), at the times and in the amounts specified in the Regulatory Agreement.

Section 2.6. Overdue Payments; Payments in Default. If any Borrower Payment Obligation is not paid by or on behalf of the Borrower when due, the Borrower shall pay to the Servicer a Late Charge in the amount and to the extent set forth in the Borrower Note, if any.

Section 2.7. Calculation of Interest Payments and Deposits to Real Estate Related Reserve Funds. The Borrower acknowledges as follows: (a) calculation of all interest payments shall be made by the Funding Lender in accordance with the terms of the Borrower Note; (b) deposits with respect to the Taxes and Other Charges shall be calculated by the Servicer or if there is no Servicer, the Funding Lender in accordance with the Security Instrument; and (c) deposits with respect to any replacement reserve funds required by the Funding Lender shall be calculated by the Servicer in accordance with the Replacement Reserve Agreement. In the event

and to the extent that the Servicer or the Funding Lender, pursuant to the terms hereof, shall determine at any time that there exists a deficiency in amounts previously owed but not paid with respect to deposits to such replacement reserve fund, such deficiency shall be immediately due and payable hereunder by the Borrower following Written Notice to the Borrower.

Section 2.8. Grant of Security Interest; Application of Funds. To the extent not inconsistent with the Security Instrument and as security for payment of the Borrower Payment Obligations and the performance by the Borrower of all other terms, conditions and provisions of the Borrower Loan Documents, the Borrower hereby pledges and assigns to the Fiscal Agent and the Funding Lender, and grants to the Fiscal Agent and the Funding Lender, a security interest in, all the Borrower's right, title and interest in and to all payments to or moneys held in the funds and accounts created and held by the Fiscal Agent, the Funding Lender or the Servicer for the Project. This Borrower Loan Agreement is, among other things, intended by the parties to be a security agreement for purposes of the UCC. Upon the occurrence and during the continuance of an Event of Default hereunder, the Fiscal Agent, the Funding Lender and the Servicer shall apply or cause to be applied any sums held by the Fiscal Agent, the Funding Lender and the Servicer with respect to the Project in accordance with the provisions of Article IX of the Funding Loan Agreement to the extent applicable and otherwise in any manner and in any order determined by Funding Lender, in Funding Lender's sole and absolute discretion.

Section 2.9. Marshalling; Payments Set Aside. The Governmental Lender, the Fiscal Agent and the Funding Lender shall be under no obligation to marshal any assets in favor of the Borrower or any other Person or against or in payment of any or all of the proceeds. To the extent that the Borrower makes a payment or payments or transfers any assets to the Governmental Lender, the Fiscal Agent or the Funding Lender, or the Governmental Lender, the Fiscal Agent or the Funding Lender enforces its liens, and such payment or payments or transfers, or the proceeds of such enforcement or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party in connection with any insolvency proceeding, or otherwise, then: (i) any and all obligations owed to the Governmental Lender, the Fiscal Agent or the Funding Lender and any and all remedies available to the Governmental Lender, the Fiscal Agent or the Funding Lender under the terms of the Borrower Loan Documents and the Funding Loan Documents or in law or equity against the Borrower, Guarantor or General Partner and/or any of their properties shall be automatically revived and reinstated to the extent (and only to the extent) of any recovery permitted under clause (ii) below; and (ii) the Governmental Lender, the Fiscal Agent and the Funding Lender shall be entitled to recover (and shall be entitled to file a proof of claim to obtain such recovery in any applicable bankruptcy, insolvency, receivership or fraudulent conveyance or fraudulent transfer proceeding) either: (x) the amount of payments or the value of the transfer or (y) if the transfer has been undone and the assets returned in whole or in part, the value of the consideration paid to or received by the Borrower for the initial asset transfer, plus in each case any deferred interest from the date of the disgorgement to the date of distribution to the Governmental Lender, the Fiscal Agent or the Funding Lender in any bankruptcy, insolvency, receivership or fraudulent conveyance or fraudulent transfer proceeding, and any costs and expenses due and owing, including, without limitation, any reasonable attorneys' fees incurred by the Governmental Lender, the Fiscal Agent or the Funding Lender in connection with the exercise by the Governmental Lender, the Fiscal Agent or the Funding Lender of its rights under this Section 2.9.

Section 2.10. Borrower Loan Disbursements. The Borrower Loan shall be disbursed by the Fiscal Agent upon approval by the Funding Lender, as agent for the Governmental Lender, pursuant to the Construction Funding Agreement, to or for the benefit of the Borrower as provided in Section 7.7 of the Funding Loan Agreement.

ARTICLE III

CONVERSION

Section 3.1. Conversion Date and Extension of Outside Conversion Date. Borrower shall satisfy each of the Conditions to Conversion and cause the Conversion Date to occur on or before the Outside Conversion Date (including the Extended Outside Conversion Date, if any), as further provided in the Construction Funding Agreement. The failure to satisfy each of the Conditions to Conversion on or before the Outside Conversion Date (as such date may be extended pursuant to the Construction Funding Agreement) shall constitute an Event of Default under the Borrower Loan Documents.

Section 3.2. Notice From Funding Lender; Funding Lender's Calculation Final.

(a) Following satisfaction of all of the Conditions to Conversion, Funding Lender shall deliver Written Notice to Borrower (with a copy to the Governmental Lender and the Fiscal Agent) of: (i) the Conversion Date, (ii) the amount of the Permanent Period Amount, (iii) any required prepayment of the Borrower Note (as described below in Section 3.3) and (iv) any amendments to the amortization schedule, as applicable.

(b) Funding Lender's calculation of the Permanent Period Amount and any amendments to the amortization of the Borrower Loan shall be, in the absence of manifest error, conclusive and binding on all parties.

Section 3.3. Mandatory Prepayment of the Borrower Loan.

(a) As further provided in the Construction Funding Agreement, if and to the extent the Permanent Period Amount is less than the Interim Phase Amount, Funding Lender may in its sole discretion require Borrower to make a partial prepayment of the Borrower Loan in an amount equal to the difference between the Interim Phase Amount and the Permanent Period Amount; provided, however, that if the Permanent Period Amount is less than the Minimum Permanent Period Amount (as defined in the Construction Funding Agreement), then Funding Lender may in its sole discretion require Borrower to prepay the Borrower Loan in full.

(b) Any prepayment in full or in part of the Borrower Loan required pursuant to Section 3.3(a) above shall be subject to a prepayment premium under certain circumstances as more particularly set forth in the Borrower Note.

Section 3.4. Release of Remaining Loan Proceeds. If and to the extent that the Permanent Period Amount is greater than the principal amount of the Borrower Loan which has previously been disbursed to Borrower, Funding Lender shall deliver Written Notice thereof to Borrower (with a copy to the Governmental Lender) on or before the Conversion Date. Within ten (10) business days after delivery of such notice, but in no event later than the Outside Conversion Date, Funding Lender shall advance to the Fiscal Agent, for deposit by the Fiscal Agent to the Note Proceeds Account of the Project Fund under the Funding Loan Agreement, Funding Loan proceeds so that the aggregate principal amount of the Funding Loan and of the Borrower Loan disbursed equals the Permanent Period Amount. Any Borrower Loan proceeds previously disbursed to the Borrower in excess of the Permanent Period Amount shall be paid by the Borrower to the Fiscal Agent.

Section 3.5. No Amendment. Nothing contained in this Article III shall be construed to amend, modify, alter, change or supersede the terms and provisions of the Borrower Note, Security Instrument, the Construction Funding Agreement or any other Borrower Loan

Document and, if there shall exist a conflict between the terms and provisions of this Article III and those of the Borrower Note, Security Instrument, the Construction Funding Agreement or other Borrower Loan Documents, then the terms and provisions of the Borrower Note, Security Instrument, the Construction Funding Agreement and other Borrower Loan Documents shall control, provided, however, that in the event of a conflict between the terms and provisions of this Article III and those of the Borrower's loan application with the Funding Lender, the terms and provisions of this Article III shall control.

Section 3.6. Determinations by Funding Lender. In any instance in which the consent or approval of Funding Lender may be given or is required, or where any determination, judgment or decision is to be rendered by Funding Lender under this Article III, including in connection with the Construction Funding Agreement, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision shall be made or exercised by the Funding Lender (or its designated representative), at its sole and exclusive option and in its sole and absolute discretion.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1. Borrower Representations. To induce the Governmental Lender to execute this Borrower Loan Agreement and to induce the Funding Lender to make Disbursements, the Borrower represents and warrants for the benefit of the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer, that the representations and warranties set forth in this Section 4.1 are complete and accurate as of the Closing Date and will be complete and accurate, and deemed remade, as of the date of each Disbursement, as of the original Outside Conversion Date, as of the date of any extension thereof and as of the Conversion Date in accordance with the terms and conditions of the Borrower Note. Subject to Section 4.2 hereof, the representations, warranties and agreements set forth in this Section 4.1 shall survive the making of the Borrower Loan, and shall remain in effect and true and correct in all material respects until the Borrower Loan and all other Borrower Payment Obligations have been repaid in full:

Section 4.1.1. Organization; Special Purpose. The Borrower is a limited partnership duly organized and in good standing under the laws of the State, has full legal right, power and authority to enter into the Borrower Loan Documents to which it is a party, and to carry out and consummate all transactions contemplated by the Borrower Loan Documents to which it is a party, and by proper limited partnership action, has duly authorized the execution, delivery and performance of the Borrower Loan Documents to which it is a party. The Person(s) of the Borrower executing the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party are fully authorized to execute the same. The Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party have been duly authorized, executed and delivered by the Borrower. The sole business of the Borrower is the ownership, management and operation of the Project.

Section 4.1.2. Proceedings; Enforceability. Assuming due execution and delivery by the other parties thereto, the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party will constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower in accordance with their 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.

Section 4.1.3. No Conflicts. The execution and delivery of the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and 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 Borrower Loan Documents and the Funding Loan Documents, or the financial condition, assets, properties or operations of the Borrower.

Section 4.1.4. Litigation; Adverse Facts. There is no Legal Action, nor is there a basis known to Borrower for any Legal Action, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower, the General Partner or the Guarantor, or their respective assets, properties or operations 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 Borrower Loan Documents or the Funding Loan Documents, upon the ability of each of Borrower, General Partner and Guarantor to perform their respective obligations under the Borrower Loan Documents, the Funding Loan Documents and the Related Documents to which it is a party, or upon the financial condition, assets (including the Project), properties or operations of the Borrower, the General Partner or the Guarantor. None of the Borrower, General Partner or Guarantor is 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 Borrower Loan Documents and the Funding Loan Documents, the ability of each of Borrower, General Partner and Guarantor to perform their respective obligations under the Borrower Loan Documents, the Funding Loan Documents and the Related Documents to which it is a party, or the financial condition, assets, properties or operations of the Borrower, General Partner or Guarantor. None of Borrower, General Partner or Guarantor are (a) in violation of any applicable law, which violation materially and adversely affects or may materially and adversely affect the business, operations, assets (including the Project) or condition (financial or otherwise) of Borrower, General Partner or Guarantor, as applicable; (b) subject to, or in default with respect to, any other Legal Requirement that would have a material adverse effect on the business, operations, assets (including the Project) or condition (financial or otherwise) of Borrower, General Partner or Guarantor, as applicable; or (c) in default with respect to any agreement to which Borrower, General Partner or Guarantor, as applicable, are a party or by which they are bound, which default would have a material adverse effect on the business, operations, assets (including the Project) or condition (financial or otherwise) of Borrower, General Partner or Guarantor, as applicable; and (d) there is no Legal Action pending or, to the knowledge of Borrower, threatened against or affecting Borrower, General Partner or Guarantor questioning the validity or the enforceability of this Borrower Loan Agreement or any of the other Borrower Loan Documents or the Funding Loan Documents or of any of the Related Documents. All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower 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 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 enjoys the peaceful and undisturbed possession of all of the premises upon which it is operating its facilities.

Section 4.1.5. Agreements; Consents; Approvals. Except as contemplated by the Borrower Loan Documents and the Funding Loan Documents, the Borrower is not a party to any agreement or instrument or subject to any restriction that would materially adversely affect the Borrower, the Project, or the Borrower's business, properties, operations or financial condition except the Permitted Encumbrances. The Borrower is not in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Permitted Encumbrance or any other agreement or instrument to which it is a party or by which it or the Project is bound.

No consent or approval of any trustee or holder of any indebtedness of the Borrower, and to the best knowledge of the Borrower and only with respect to the Borrower, no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except no representation is made with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Borrower Loan Documents or the Funding Loan Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

Section 4.1.6. Title. The Borrower shall have marketable title to the Project, free and clear of all Liens except the Permitted Encumbrances. The Security Instrument, when properly recorded in the appropriate records, together with any UCC financing statements required to be filed in connection therewith, will create (i) a valid, perfected first priority lien on the interest in the Project and (ii) perfected security interests in and to, and perfected collateral assignments of, all personalty included in the Project (including the Leases), all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances. To the Borrower's knowledge, there are no delinquent real property taxes or assessments, including water and sewer charges, with respect to the Project, nor are there any claims for payment for work, labor or materials affecting the Project which are or may become a Lien prior to, or of equal priority with, the Liens created by the Borrower Loan Documents and the Funding Loan Documents.

Section 4.1.7. Survey. To the best knowledge of the Borrower, the survey for the Project delivered to the Governmental Lender and the Funding Lender does not fail to reflect any material matter affecting the Project or the title thereto.

Section 4.1.8. No Bankruptcy Filing. The Borrower is not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property (a "Bankruptcy Proceeding"), and the Borrower has no knowledge of any Person contemplating the filing of any such petition against it. As of the Closing Date, the Borrower has the ability to pay its debts as they become due.

Section 4.1.9. Full and Accurate Disclosure. No statement of fact made by the Borrower in any Borrower Loan Document or any Funding Loan Document contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein in light of the circumstances in which they were made, not misleading. There is no material fact or circumstance presently known to the Borrower that has not been disclosed to the Governmental Lender and the Funding Lender which materially and adversely affects the Project or the business, operations or financial condition of the Borrower or the Borrower's

ability to meet its obligations under this Borrower Loan Agreement and the other Borrower Loan Documents and Funding Loan Documents to which it is a party in a timely manner.

Section 4.1.10. No Plan Assets. The Borrower is not an “employee benefit plan,” as defined in Section 3(3) of ERISA, subject to Title I of ERISA, and none of the assets of the Borrower constitutes or will constitute “plan assets” of one or more such plans within the meaning of 29 C.F.R. Section 2510.3-101.

Section 4.1.11. Compliance. The Borrower, the Project and the use thereof will comply, to the extent required, in all material respects with all applicable Legal Requirements. The Borrower is not in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority, the violation of which would materially adversely affect the financial condition or the business of the Borrower. There has not been committed by the Borrower or any Borrower Affiliate involved with the operation or use of the Project any act or omission affording any Governmental Authority the right of forfeiture as against the Project or any part thereof or any moneys paid in performance of the Borrower’s obligations under any Borrower Loan Document or any Funding Loan Documents.

Section 4.1.12. Contracts. All service, maintenance or repair contracts affecting the Project have been entered into at arm’s length (except for such contracts between the Borrower and its affiliates or the affiliates of the Borrower Controlling Entity of the Borrower) in the ordinary course of the Borrower’s business and provide for the payment of fees in amounts and upon terms comparable to existing market rates.

Section 4.1.13. Financial Information. All financial data, including any statements of cash flow and income and operating expense, that have been delivered to the Governmental Lender or the Funding Lender in respect of the Project by or on behalf of the Borrower, to the best knowledge of the Borrower, (i) are accurate and complete in all material respects, (ii) accurately represent the financial condition of the Project as of the date of such reports, and (iii) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with GAAP consistently applied throughout the periods covered, except as disclosed therein. Other than pursuant to or permitted by the Borrower Loan Documents or the Funding Loan Documents or the Borrower organizational documents, the Borrower has no contingent liabilities, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments. Since the date of such financial statements, there has been no materially adverse change in the financial condition, operations or business of the Borrower from that set forth in said financial statements.

Section 4.1.14. Condemnation. No Condemnation or other proceeding has been commenced or, to the Borrower’s knowledge, is contemplated, threatened or pending with respect to all or part of the Project or for the relocation of roadways providing access to the Project.

Section 4.1.15. Federal Reserve Regulations. No part of the proceeds of the Borrower Loan will be used for the purpose of purchasing or acquiring any “margin stock” within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose that would be inconsistent with such Regulation U or any other regulation of such Board of Governors, or for any purpose prohibited by Legal Requirements or any Borrower Loan Document or Funding Loan Document.

Section 4.1.16. Utilities and Public Access. To the best of the Borrower’s knowledge, the Project is or will be served by water, sewer, sanitary sewer and storm drain facilities adequate to service it for its intended uses. All public utilities necessary or convenient to the

full use and enjoyment of the Project are or will be located in the public rights-of-way abutting the Project, and all such utilities are or will be connected so as to serve the Project without passing over other property absent a valid easement. All roads necessary for the use of the Project for their current purpose have been or will be completed and dedicated to public use and accepted by all Governmental Authorities. Except for Permitted Encumbrances, the Project does not share ingress and egress through an easement or private road or share on-site or off-site recreational facilities and amenities that are not located on the Project and under the exclusive control of the Borrower, or where there is shared ingress and egress or amenities, there exists an easement or joint use and maintenance agreement under which (i) access to and use and enjoyment of the easement or private road and/or recreational facilities and amenities is perpetual, (ii) the number of parties sharing such easement and/or recreational facilities and amenities must be specified, (iii) the Borrower's responsibilities and share of expenses are specified, and (iv) the failure to pay any maintenance fee with respect to an easement will not result in a loss of usage of the easement.

Section 4.1.17. Not a Foreign Person. The Borrower is not a "foreign person" within the meaning of §1445(f)(3) of the Code.

Section 4.1.18. Separate Lots. Each parcel comprising the Land is a separate tax lot and is not a portion of any other tax lot that is not a part of the Land.

Section 4.1.19. Assessments. There are no pending or, to the Borrower's best knowledge, proposed special or other assessments for public improvements or otherwise affecting the Project, or any contemplated improvements to the Project that may result in such special or other assessments.

Section 4.1.20. Enforceability. The Borrower Loan Documents and the Funding Loan Documents are not subject to, and the Borrower has not asserted, any right of rescission, set-off, counterclaim or defense, including the defense of usury.

Section 4.1.21. Insurance. The Borrower has obtained the insurance required by this Borrower Loan Agreement, if applicable, and the Security Instrument and has delivered to the Servicer copies of insurance policies or certificates of insurance reflecting the insurance coverages, amounts and other requirements set forth in this Borrower Loan Agreement, if applicable, and the Security Instrument.

Section 4.1.22. Use of Property; Licenses. The Project will be used exclusively as a multifamily residential rental project and other appurtenant and related uses, which use is consistent with the zoning classification for the Project. All certifications, permits, licenses and approvals, including certificates of completion and occupancy permits required for the legal use or legal, nonconforming use, as applicable, occupancy and operation of the Project (collectively, the "Licenses") required at this time for the construction and equipping of the Project have been obtained. To the Borrower's knowledge, all Licenses obtained by the Borrower have been validly issued and are in full force and effect. The Borrower has no reason to believe that any of the Licenses required for the future use and occupancy of the Project and not heretofore obtained by the Borrower will not be obtained by the Borrower in the ordinary course following the Completion Date. No Licenses will terminate, or become void or voidable or terminable, upon any sale, transfer or other disposition of the Project, including any transfer pursuant to foreclosure sale under the Security Instrument or deed in lieu of foreclosure thereunder. The Project does not violate any density or building setback requirements of the applicable zoning law except to the extent, if any, shown on the survey. No proceedings are, to the best of the Borrower's knowledge, pending or threatened that would result in a change of the zoning of the Project.

Section 4.1.23. Flood Zone. As of the Closing Date, no structure within the Mortgaged Property lies or is located in an identifiable or designated Special Flood Hazard Area. Subsequent to Closing, if the Mortgaged Property is determined to be in a Special Flood Hazard Area, Borrower will obtain appropriate flood insurance as required under the National Flood Insurance Act of 1968, Flood Disaster Protection Act of 1973, or the National Flood Insurance Reform Act of 1994 as amended or as required by the Servicer pursuant to its underwriting guidelines.

Section 4.1.24. Physical Condition. The Project, including all Improvements, parking facilities, systems, fixtures, Equipment and landscaping, are or, after completion of the construction will be in good and habitable condition in all material respects and in good order and repair in all material respects (reasonable wear and tear excepted). The Borrower has not received notice from any insurance company or bonding company of any defect or inadequacy in the Project, or any part thereof, which would adversely affect its insurability or cause the imposition of extraordinary premiums or charges thereon or any termination of any policy of insurance or bond. The physical configuration of the Project is not in material violation of the ADA, if required under applicable law.

Section 4.1.25. Encroachments. All of the Improvements included in determining the appraised value of the Project will lie wholly within the boundaries and building restriction lines of the Project, and no improvement on an adjoining property encroaches upon the Project, and no easement or other encumbrance upon the Project encroaches upon any of the Improvements, so as to affect the value or marketability of the Project, except those insured against by the Title Insurance Policy or disclosed in the survey of the Project as approved by the Servicer.

Section 4.1.26. State Law Requirements. The Borrower hereby represents, covenants and agrees to comply with the provisions of all applicable State laws relating to the Borrower Loan, the Funding Loan and the Project.

Section 4.1.27. Filing and Recording Taxes. All transfer taxes, deed stamps, intangible taxes or other amounts in the nature of transfer taxes required to be paid by any Person under applicable Legal Requirements in connection with the transfer of the Project to the Borrower have been paid. All mortgage, mortgage recording, stamp, intangible or other similar taxes required to be paid by any Person under applicable Legal Requirements in connection with the execution, delivery, recordation, filing, registration, perfection or enforcement of any of the Borrower Loan Documents and the Funding Loan Documents have been or will be paid.

Section 4.1.28. Investment Company Act. The Borrower is not (i) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; or (ii) 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.

Section 4.1.29. Fraudulent Transfer. The Borrower has not accepted the Borrower Loan or entered into any Borrower Loan Document or Funding Loan Document with the actual intent to hinder, delay or defraud any creditor, and the Borrower has received reasonably equivalent value in exchange for its obligations under the Borrower Loan Documents and the Funding Loan Documents. Giving effect to the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, the fair saleable value of the Borrower's assets exceeds and will, immediately following the execution and delivery of the Borrower Loan

Documents and the Funding Loan Documents, exceed the Borrower's total liabilities, including subordinated, unliquidated, disputed or contingent liabilities. The fair saleable value of the Borrower's assets is and will, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents, be greater than the Borrower's probable liabilities, including the maximum amount of its contingent liabilities or its debts as such debts become absolute and matured. The Borrower's assets do not and, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. The Borrower does not intend to, and does not believe that it will, incur debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Borrower).

Section 4.1.30. Ownership of the Borrower. Except as set forth in the Partnership Agreement of the Borrower, the Borrower has no obligation to any Person to purchase, repurchase or issue any ownership interest in it.

Section 4.1.31. Environmental Matters. To the best of Borrower's knowledge, the Project is not in violation of any Legal Requirement pertaining to or imposing liability or standards of conduct concerning environmental regulation, contamination or clean-up, and will comply with covenants and requirements relating to environmental hazards as set forth in the Security Instrument. The Borrower will execute and deliver the Agreement of Environmental Indemnification to the Funding Lender on the Closing Date.

Section 4.1.32. Name; Principal Place of Business. Unless prior Written Notice is given to the Funding Lender, the Borrower does not use and will not use any trade name, and has not done and will not do business under any name other than its actual name set forth herein. The principal place of business of the Borrower is its primary address for notices as set forth in Section 10.1 hereof, and the Borrower has no other place of business, other than the Project and such principal place of business.

Section 4.1.33. Subordinate Debt. There is no secured or unsecured indebtedness with respect to the Project or any residual interest therein, other than Permitted Encumbrances and the permitted secured indebtedness described in Section 6.7 hereof, except an unsecured deferred developer fee not to exceed the amount permitted by Funding Lender as determined on the Closing Date.

Section 4.1.34. Filing of Taxes. The Borrower has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments, if any, payable by the Borrower.

Section 4.1.35. General Tax. All representations, warranties and certifications of the Borrower set forth in the Regulatory Agreement and the Tax Certificate are incorporated by reference herein and the Borrower will comply with such as if set forth herein. To the extent of any conflict between the terms of this Borrower Loan Agreement and the terms of the Tax Certificate, the terms of the Tax Certificate shall control.

Section 4.1.36. Approval of the Borrower Loan Documents and Funding Loan Documents. By its execution and delivery of this Borrower Loan Agreement, the Borrower approves the form and substance of the Borrower Loan Documents and the Funding Loan Documents, and agrees to carry out the responsibilities and duties specified in the Borrower Loan Documents and the Funding Loan Documents to be carried out by the Borrower. The

Borrower acknowledges that (a) it understands the nature and structure of the transactions relating to the financing of the Project, (b) it is familiar with the provisions of all of the Borrower Loan Documents and the Funding Loan Documents and other documents and instruments relating to the financing, (c) it understands the risks inherent in such transactions, including without limitation the risk of loss of the Project, and (d) it has not relied on the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer in any manner.

Section 4.1.37. Funding Loan Agreement. The Borrower has read and accepts and agrees that it is bound by the Funding Loan Agreement and the Funding Loan Documents.

Section 4.1.38. Americans with Disabilities Act. The Project, as designed, will conform in all material respects with all applicable zoning, planning, building and environmental laws, ordinances and regulations of governmental authorities having jurisdiction over the Project, including, but not limited to, the Americans with Disabilities Act of 1990 (“ADA”), to the extent required (as evidenced by an architect’s certificate to such effect).

Section 4.1.39. Requirements of Act, Code and Regulations. The Project satisfies all requirements of the Act, the Code and the Regulations applicable to the Project.

Section 4.1.40. Regulatory Agreement. The Project is, as of the date of origination of the Funding Loan, in compliance with all requirements of the Regulatory Agreement to the extent such requirements are applicable; and 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 the Regulations, and pursuant to leases which comply with all applicable laws.

Section 4.1.41. Intention to Hold Project. The Borrower intends to hold the Project for its own account and has no current plans, and has not entered into any agreement, to sell the Project or any part thereof (except for rights granted in the Partnership Agreement) and the Borrower intends to occupy the Project or cause the Project to be occupied and to operate the Project or cause the Project to be operated at all times during the term of this Borrower Loan Agreement in compliance with the terms of this Borrower Loan Agreement and the Regulatory Agreement, and does not know of any reason why the Project will not be so used by it in the absence of circumstances not now anticipated by the Borrower or totally beyond its control.

Section 4.1.42. Concerning General Partner.

(a) The administrative General Partner of the Borrower is a limited liability company duly organized and validly existing under the laws of the State of Idaho. The managing general partner of Borrower is a nonprofit public benefit corporation, duly organized and validly existing under the laws of the State. Each General Partner has all requisite power and authority, rights and franchises to enter into and perform its obligations under the Borrower Loan Documents and the Funding Loan Documents to be executed by such General Partner for its own account and on behalf of Borrower, as general partner of Borrower, under this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents.

(b) Each General Partner has made all filings (including, without limitation, all required filings related to the use of fictitious business names) and is in good standing in the State and in each other jurisdiction in which the character of the property it owns or the nature of the business it transacts makes such filings necessary or where the failure to make such filings

could have a material adverse effect on the business, operations, assets or condition (financial or otherwise) of General Partner.

(c) Each General Partner is duly authorized to do business in the State.

(d) The execution, delivery and performance by Borrower of the Borrower Loan Documents and the Funding Loan Documents have been duly authorized by all necessary action of each General Partner on behalf of Borrower, and by all necessary action on behalf of each General Partner.

(e) The execution, delivery and performance by each General Partner, on behalf of Borrower, of the Borrower Loan Documents and the Funding Loan Documents will not violate (i) each General Partner's organizational documents; (ii) any other Legal Requirement affecting each General Partner or any of its properties; or (iii) any agreement to which each General Partner is bound or to which it is a party; and will not result in or require the creation (except as provided in or contemplated by this Borrower Loan Agreement) of any Lien upon any of such properties, any of the Collateral or any of the property or funds pledged or delivered to Funding Lender pursuant to the Security Documents.

Section 4.1.43. Government and Private Approvals. All governmental or regulatory orders, consents, permits, authorizations and approvals required for the construction, use, occupancy and operation of the Improvements, that may be granted or denied in the discretion of any Governmental Authority, have been obtained and are in full force and effect (or, in the case of any of the foregoing that Borrower is not required to have as of the Closing Date, will be obtained), and will be maintained in full force and effect at all times during the construction of the Improvements. All such orders, consents, permits, authorizations and approvals that may not be denied in the discretion of any Governmental Authority shall be obtained prior to the commencement of any work for which such orders, consents, permits, authorizations or approvals are required, and, once obtained, such orders, consents, permits, authorizations and approvals will be maintained in full force and effect at all times during the construction of the Improvements. Except as set forth in the preceding two sentences, no additional governmental or regulatory actions, filings or registrations with respect to the Improvements, and no approvals, authorizations or consents of any trustee or holder of any indebtedness or obligation of Borrower, are required for the due execution, delivery and performance by Borrower or General Partner of any of the Borrower Loan Documents or the Funding Loan Documents or the Related Documents executed by Borrower or General Partner, as applicable. All required zoning approvals have been obtained, and the zoning of the Land for the Project is not conditional upon the happening of any further event.

Section 4.1.44. Concerning Guarantor. The Borrower Loan Documents and the Funding Loan Documents to which the Guarantor is a party or a signatory executed simultaneously with this Borrower Loan Agreement have been duly executed and delivered by Guarantor and are legally valid and binding obligations of Guarantor, enforceable against Guarantor in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

Section 4.1.45. No Material Defaults. Except as previously disclosed to Funding Lender and to Governmental Lender in writing, there exists no material violation of or material default by Borrower under, and, to the best knowledge of Borrower, no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default with respect to: (i) the terms of any instrument evidencing, securing or guaranteeing any indebtedness secured by the Project or any portion or interest thereof or therein; (ii) any lease or

other agreement affecting the Project or to which Borrower is a party; (iii) any license, permit, statute, ordinance, law, judgment, order, writ, injunction, decree, rule or regulation of any Governmental Authority, or any determination or award of any arbitrator to which Borrower or the Project may be bound; or (iv) any mortgage, instrument, agreement or document by which Borrower or any of its respective properties is bound; in the case of any of the foregoing: (1) which involves any Borrower Loan Document or Funding Loan Document; (2) which involves the Project and is not adequately covered by insurance; (3) that might materially and adversely affect the ability of Borrower, General Partner or Guarantor or to perform any of its respective obligations under any of the Borrower Loan Documents or the Funding Loan Documents or any other material instrument, agreement or document to which it is a party; or (4) which might adversely affect the priority of the Liens created by this Borrower Loan Agreement or any of the Borrower Loan Documents or the Funding Loan Documents.

Section 4.1.46. Payment of Taxes. Except as previously disclosed to Funding Lender in writing: (i) all tax returns and reports of Borrower, General Partner and Guarantor required to be filed have been timely filed, and all taxes, assessments, fees and other governmental charges upon Borrower, General Partner and Guarantor, and upon their respective properties, assets, income and franchises, which are due and payable have been paid when due and payable; and (ii) Borrower knows of no proposed tax assessment against it or against General Partner or Guarantor that would be material to the condition (financial or otherwise) of Borrower, General Partner or Guarantor, and neither Borrower nor General Partner have contracted with any Governmental Authority in connection with such taxes.

Section 4.1.47. Rights to Project Agreements and Licenses. Borrower is the legal and beneficial owner of all rights in and to the Plans and Specifications and all existing Project Agreements and Licenses, and will be the legal and beneficial owner of all rights in and to all future Project Agreements and Licenses. Borrower's interest in the Plans and Specifications and all Project Agreements and Licenses is not subject to any present claim (other than under the Borrower Loan Documents and the Funding Loan Documents or as otherwise approved by Funding Lender in its sole discretion), set-off or deduction other than in the ordinary course of business.

Section 4.1.48. Patriot Act Compliance. Borrower is not now, nor has ever been (i) listed on any Government Lists (as defined below), (ii) a person who has been determined by a Governmental Authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense, or (iv) under investigation by any Governmental Authority for alleged criminal activity. For purposes hereof, the term "Patriot Act Offense" shall mean any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism; (B) the criminal laws against money laundering, (C) Bank Representative Secrecy Act, as amended, (D) the Money Laundering Control Act of 1986, as amended, or (E) the Patriot Act. "Patriot Act Offense" also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense. For purposes hereof, the term "Government Lists" shall mean (1) the Specially Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control ("OFAC"), (2) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC that Funding Lender notified Borrower in writing is now included in "Government Lists," or (3) any similar lists maintained by the United States Department of State, the United States Department

of Commerce or any other Governmental Authority or pursuant to any Executive Order of the President of the United States of America that Funding Lender notified Borrower in writing is now included in "Government Lists."

Section 4.1.49. Rent Schedule. Borrower has prepared a prospective Unit absorption and rent collection schedule with respect to the Project substantially in the form attached as an exhibit to the Construction Funding Agreement, which schedule takes into account, among other relevant factors (i) a schedule of minimum monthly rentals for the Units, and (ii) any and all concessions including free rent periods, and on the basis of such schedule, Borrower believes it will collect rents with respect to the Project in amounts greater than or equal to debt service on the Borrower Loan.

Section 4.1.50. Other Documents. Each of the representations and warranties of Borrower or General Partner contained in any of the other Borrower Loan Documents or the Funding Loan Documents or Related Documents is true and correct in all material respects (or, in the case of representations or warranties contained in any of the other Borrower Loan Documents or Funding Loan Documents or Related Documents that speak as of a particular date, were true and correct in all material respects as of such date). All of such representations and warranties are incorporated herein for the benefit of Funding Lender.

Section 4.1.51. Subordinate Loan Documents. The Subordinate Loan Documents are in full force and effect and the Borrower has paid all commitment fees and other amounts due and payable to the Subordinate Lender(s) thereunder. There exists no material violation of or material default by the Borrower under, and no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default under the Subordinate Loan Documents.

Section 4.2. Survival of Representations and Covenants. All of the representations and warranties in Section 4.1 hereof and elsewhere in the Borrower Loan Documents (i) shall survive for so long as any portion of the Borrower Payment Obligations remains due and owing and (ii) shall be deemed to have been relied upon by the Governmental Lender and the Servicer notwithstanding any investigation heretofore or hereafter made by the Governmental Lender or the Servicer or on its or their behalf, provided, however, that the representations, warranties and covenants set forth in Section 4.1.31 hereof shall survive in perpetuity and shall not be subject to the exculpation provisions of Section 11.1 hereof.

ARTICLE V

AFFIRMATIVE COVENANTS

During the term of this Borrower Loan Agreement, the Borrower hereby covenants and agrees with the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer that:

Section 5.1. Existence. The Borrower shall (i) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence and its material rights, and franchises, (ii) continue to engage in the business presently conducted by it, (iii) obtain and maintain all material Licenses, and (iv) qualify to do business and remain in good standing under the laws of the State.

Section 5.2. Taxes and Other Charges. The Borrower shall pay all Taxes and Other Charges as the same become due and payable and prior to their becoming delinquent in

accordance with the Security Instrument, except to the extent that the amount, validity or application thereof is being contested in good faith as permitted by the Security Instrument.

The Borrower covenants to pay all Taxes and Other Charges of any type or character charged to the Funding Lender affecting the amount available to the Funding Lender from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including Taxes and Other Charges 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 Funding Lender and taxes based upon or measured by the net income of the Funding Lender; provided, however, that the Borrower shall have the right to protest any such Taxes or Other Charges and to require the Funding Lender, at the Borrower's expense, to protest and contest any such Taxes or Other Charges levied upon them and that the Borrower shall have the right to withhold payment of any such Taxes or Other Charges pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Funding Lender. This obligation shall remain valid and in effect notwithstanding repayment of the Borrower Loan hereunder or termination of this Borrower Loan Agreement.

Section 5.3. Repairs; Maintenance and Compliance; Physical Condition. The Borrower shall cause the Project to be maintained in a good, habitable and safe (so as to not threaten the health or safety of the Project's tenants or their invited guests) condition and repair (reasonable wear and tear excepted) as set forth in the Security Instrument and shall not remove, demolish or materially alter the Improvements or Equipment (except for removal of aging or obsolete equipment or furnishings in the normal course of business), except as provided in the Security Instrument.

Section 5.4. Litigation. The Borrower shall give prompt Written Notice to the Governmental Lender, the Funding Lender and the Servicer of any litigation, governmental proceedings or claims or investigations regarding an alleged actual violation of a Legal Requirement pending or, to the Borrower's knowledge, threatened against the Borrower which might materially adversely affect the Borrower's condition (financial or otherwise) or business or the Project.

Section 5.5. Performance of Other Agreements. The Borrower shall observe and perform in all material respects each and every term to be observed or performed by it pursuant to the terms of any agreement or instrument affecting or pertaining to the Project.

Section 5.6. Notices. The Borrower shall promptly advise the Governmental Lender, the Funding Lender and the Servicer of (i) any Material Adverse Change in the Borrower's financial condition, assets, properties or operations other than general changes in the real estate market, (ii) any fact or circumstance affecting the Borrower or the Project that materially and adversely affects the Borrower's ability to meet its obligations hereunder or under any of the other Borrower Loan Document to which it is a party in a timely manner, or (iii) the occurrence of any Potential Default or Event of Default of which the Borrower has knowledge. If the Borrower becomes subject to federal or state securities law filing requirements, the Borrower shall cause to be delivered to the Governmental Lender, the Funding Lender and the Servicer any Securities and Exchange Commission or other public filings, if any, of the Borrower within two (2) Business Days of such filing.

Section 5.7. Cooperate in Legal Proceedings. The Borrower shall cooperate fully with the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer with respect to, and permit the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer at their option, to participate in, any proceedings before any Governmental Authority that may

in any way affect the rights of the Governmental Lender, the Funding Lender, the Fiscal Agent and/or the Servicer under any Borrower Loan Document or Funding Loan Document.

Section 5.8. Further Assurances. The Borrower shall, at the Borrower's sole cost and expense (except as provided in Section 9.1 hereof), (i) furnish to the Servicer and the Funding Lender all instruments, documents, boundary surveys, footing or foundation surveys (to the extent that the Borrower's construction or renovation of the Project alters any existing building foundations or footprints), certificates, plans and specifications, appraisals, title and other insurance reports and agreements, reasonably requested by the Servicer or the Funding Lender for the better and more efficient carrying out of the intents and purposes of the Borrower Loan Documents and the Funding Loan Documents; (ii) execute and deliver to the Servicer, the Fiscal Agent (at the direction of the Funding Lender) and the Funding Lender such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or desirable, to evidence, preserve and/or protect the collateral at any time securing or intended to secure the Borrower Loan, as the Servicer and the Funding Lender may reasonably require from time to time; (iii) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of the Borrower Loan Documents and the Funding Loan Documents, as the Servicer, the Fiscal Agent (at the direction of the Funding Lender) or the Funding Lender shall reasonably require from time to time; provided, however, with respect to clauses (i)-(iii) above, the Borrower shall not be required to do anything that has the effect of (A) changing the essential economic terms of the Borrower Loan or (B) imposing upon the Borrower greater personal liability under the Borrower Loan Documents and the Funding Loan Documents; and (iv) upon the Servicer's, the Fiscal Agent's (at the direction of the Funding Lender) or the Funding Lender's request therefor given from time to time after the occurrence of any Potential Default or Event of Default for so long as such Potential Default or Event of Default, as applicable, is continuing pay for (a) reports of UCC, federal tax lien, state tax lien, judgment and pending litigation searches with respect to the Borrower and (b) searches of title to the Project, each such search to be conducted by search firms reasonably designated by the Servicer, the Fiscal Agent or the Funding Lender in each of the locations reasonably designated by the Servicer or the Funding Lender.

Section 5.9. Delivery of Financial Information. After notice to the Borrower of the issuance of a Secondary Market Disclosure Document, the Borrower shall, concurrently with any delivery to the Funding Lender or the Servicer, deliver copies of all financial information required under Article IX.

Section 5.10. Environmental Matters. So long as the Borrower owns or is in possession of the Project, the Borrower shall (a) keep the Project in compliance with all Hazardous Materials Laws (as defined in the Security Instrument), (b) promptly notify the Funding Lender and the Servicer if the Borrower shall become aware that any Hazardous Materials (as defined in the Security Instrument) are on or near the Project in violation of Hazardous Materials Laws, and (c) commence and thereafter diligently prosecute to completion all remedial work necessary with respect to the Project required under any Hazardous Material Laws, in each case as set forth in the Security Instrument or the Agreement of Environmental Indemnification.

Section 5.11. Governmental Lender's Fees, the Fiscal Agent's Fees and Funding Lender's Fees. The Borrower covenants to pay the reasonable fees and expenses of the Governmental Lender (including the Ongoing Governmental Lender Fee), the Fiscal Agent and the Funding Lender or any agents, attorneys, accountants, consultants selected by the Governmental Lender, the Fiscal Agent or the Funding Lender to act on its behalf in connection with this Borrower Loan Agreement and the other Borrower Loan Documents, the Regulatory Agreement and the Funding Loan Documents, including, without limitation, any and all reasonable expenses incurred in connection with the making of the Borrower Loan or in

connection with any litigation which may at any time be instituted involving the Borrower Loan, this Borrower Loan Agreement, the other Borrower Loan Documents, the Regulatory Agreement and the Funding Loan Documents 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. This obligation shall remain valid and in effect notwithstanding repayment of the Borrower Loan hereunder or termination of this Borrower Loan Agreement.

Section 5.12. Estoppel Statement. The Borrower shall furnish to the Funding Lender, the Fiscal Agent or the Servicer for the benefit of the Funding Lender or the Servicer within ten (10) days after request by the Funding Lender and the Servicer, with a statement, duly acknowledged and certified, setting forth, (i) the unpaid principal of the Borrower Note, (ii) the applicable Interest Rate, (iii) the date installments of interest and/or principal on the Borrower Note were last paid, (iv) any offsets or defenses to the payment of the Borrower Payment Obligations, and (v) that the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party are valid, legal and binding obligations of the Borrower and have not been modified or, if modified, giving particulars of such modification, and no Event of Default exists thereunder or specify any Event of Default that does exist thereunder. The Borrower shall use commercially reasonable efforts to furnish to the Funding Lender or the Servicer, within 30 days of a request by the Funding Lender or Servicer, tenant estoppel certificates from each commercial tenant at the Project in form and substance reasonably satisfactory to the Funding Lender and the Servicer; provided that the Funding Lender and the Servicer shall not make such requests more frequently than twice in any year.

Section 5.13. Defense of Actions. The Borrower shall appear in and defend any action or proceeding purporting to affect the security for this Borrower Loan Agreement hereunder or under the Borrower Loan Documents and the Funding Loan Documents, and shall pay, in the manner required by Section 2.4 hereof, all costs and expenses, including the cost of evidence of title and attorneys' fees, in any such action or proceeding in which Funding Lender may appear. If the Borrower fails to perform any of the covenants or agreements contained in this Borrower Loan Agreement or any other Borrower Loan Document, or if any action or proceeding is commenced that is not diligently defended by the Borrower which affects the Funding Lender's interest in the Project or any part thereof, including eminent domain, code enforcement or proceedings of any nature whatsoever under any Federal or state law, whether now existing or hereafter enacted or amended, then the Funding Lender may make such appearances, disburse such sums and take such action as the Funding Lender deems necessary or appropriate to protect its interests. Such actions include disbursement of attorneys' fees, entry upon the Project to make repairs or take other action to protect the security of the Project, and payment, purchase, contest or compromise of any encumbrance, charge or lien which in the judgment of Funding Lender appears to be prior or superior to the Borrower Loan Documents or the Funding Loan Documents. The Funding Lender shall have no obligation to do any of the above. The Funding Lender may take any such action without notice to or demand upon the Borrower. No such action shall release the Borrower from any obligation under this Borrower Loan Agreement or any of the other Borrower Loan Documents or Funding Loan Documents. In the event (i) that the Security Instrument is foreclosed in whole or in part or that any Borrower Loan Document is put into the hands of an attorney for collection, suit, action or foreclosure, or (ii) of the foreclosure of any mortgage, deed of trust or deed to secure debt prior to or subsequent to the Security Instrument or any Borrower Loan Document in which proceeding the Funding Lender is made a party or (iii) of the bankruptcy of the Borrower or an assignment by the Borrower for the benefit of its creditors, the Borrower shall be chargeable with and agrees to pay all costs of collection and defense, including actual attorneys' fees in connection therewith and in connection with any appellate proceeding or post-judgment action involved therein, which shall be due and payable together with all required service or use taxes.

Section 5.14. Expenses. The Borrower shall pay all reasonable expenses incurred by the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer (except as provided in Section 9.1 hereof) in connection with the Borrower Loan and the Funding Loan, including reasonable fees and expenses of the Governmental Lender's, the Funding Lender's, the Fiscal Agent's and the Servicer's attorneys, environmental, engineering and other consultants, and fees, charges or taxes for the recording or filing of the Borrower Loan Documents and the Funding Loan Documents. The Borrower shall pay or cause to be paid all reasonable expenses of the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer (except as provided in Section 9.1 hereof) in connection with the issuance or administration of the Borrower Loan and the Funding Loan, including audit costs, inspection fees, settlement of condemnation and casualty awards, and premiums for title insurance and endorsements thereto. The Borrower shall, upon request, promptly reimburse the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer for all reasonable amounts expended, advanced or incurred by the Governmental Lender, the Funding Lender and the Servicer to collect the Borrower Note, or to enforce the rights of the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer under this Borrower Loan Agreement or any other Borrower Loan Document, or to defend or assert the rights and claims of the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer under the Borrower Loan Documents and the Funding Loan Documents arising out of an Event of Default or with respect to the Project (by litigation or other proceedings) arising out of an Event of Default, which amounts will include all court costs, attorneys' fees and expenses, fees of auditors and accountants, and investigation expenses as may be reasonably incurred by the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer in connection with any such matters (whether or not litigation is instituted), together with interest at the Default Rate on each such amount from the Date of Disbursement until the date of reimbursement to the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer, all of which shall constitute part of the Borrower Loan and the Funding Loan and shall be secured by the Borrower Loan Documents and the Funding Loan Documents. The obligations and liabilities of the Borrower under this Section 5.14 shall survive the Term of this Borrower Loan Agreement and the exercise by the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer, as the case may be, of any of its rights or remedies under the Borrower Loan Documents and the Funding Loan Documents, including the acquisition of the Project by foreclosure or a conveyance in lieu of foreclosure. Notwithstanding the foregoing, the Borrower shall not be obligated to pay amounts incurred as a result of the willful misconduct of the Governmental Lender, or the gross negligence or willful misconduct of any other party, and any obligations of the Borrower to pay for environmental inspections or audits will be governed by Sections 18(i) and 43(i) of the Security Instrument. Notwithstanding the foregoing, Borrower shall not be responsible for any costs of the Funding Lender or Servicer associated with any securitization of the Borrower Loan or the Funding Loan.

Section 5.15. Indemnity. In addition to its other obligations hereunder, and in addition to any and all rights of reimbursement, indemnification, subrogation and other rights of Governmental Lender, the Fiscal Agent or Funding Lender pursuant hereto, pursuant to the Regulatory Agreement and under law or equity, to the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Governmental Lender, the Funding Lender, the Fiscal Agent, the Servicer, the Beneficiary Parties, Citigroup, Inc., the Administrator (as defined in the Regulatory Agreement) and each of their respective board members, officers, directors, employees, attorneys and agents (each an "Indemnified Party"), against any and all losses, damages, claims, actions, liabilities, reasonable costs and expenses of any nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement (to the extent that the Borrower has consented to such settlement) and amounts paid to discharge judgments) (hereinafter, the

“Liabilities”) to which the Indemnified Parties, or any of them, may become subject under federal or state securities laws or any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to:

(a) The Borrower Loan Documents and the Funding Loan Documents or the execution or amendment thereof or in connection with transactions contemplated thereby, including the sale, transfer or resale of the Borrower Loan or the Funding Loan, except with respect to any Secondary Market Disclosure Document (other than any Borrower’s obligations under Article IX);

(b) Any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Borrower Loan, the Funding Loan or 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, construction or installation of the Project or any part thereof;

(c) Any lien (other than a Permitted Lien) or charge upon payments by the Borrower to the Governmental Lender, the Fiscal Agent or the Funding Lender hereunder, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and Other Charges imposed on the Governmental Lender, the Fiscal Agent or the Funding Lender in respect of any portion of the Project;

(d) Any violation of any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Project or any part thereof during the period in which the Borrower is in possession or control of the Project;

(e) The enforcement of, or any action taken by the Governmental Lender, the Fiscal Agent or the Funding Lender related to remedies under, this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents;

(f) [Reserved];

(g) Any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact by the Borrower made in the course of Borrower applying for the Borrower Loan or the Funding Loan or contained in any of the Borrower Loan Documents or Funding Loan Documents to which the Borrower is a party;

(h) Any Determination of Taxability;

(i) Any breach (or alleged breach) by Borrower of any representation, warranty or covenant made in or pursuant to this Borrower Loan Agreement or in connection with any written or oral representation, presentation, report, appraisal or other information given or delivered by Borrower, General Partner, Guarantor or their Affiliates to Governmental Lender, the Fiscal Agent, the Funding Lender, Servicer or any other Person in connection with the Borrower’s application for the Borrower Loan and the Funding Loan (including, without limitation, any breach or alleged breach by Borrower of any agreement with respect to the provision of any substitute credit enhancement);

(j) any failure (or alleged failure) by the Borrower, to comply with applicable federal and state laws and regulations pertaining to the making of the Borrower Loan

and the Funding Loan, or any failure (or alleged failure) by the Funding Lender or the Governmental Lender to comply with applicable federal and state laws and regulations pertaining to the making of the Borrower Loan and the Funding Loan, if caused directly or indirectly by any action or inaction by the Borrower, or by the Borrower's failure to comply with any provision of the Funding Loan Documents;

(k) the Project, or the condition, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, acquisition, installation or construction of the Project or any part thereof; or

(l) the use of the proceeds of the Borrower Loan and the Funding Loan,

except (1) in the case of the foregoing indemnification of the Governmental Lender or any related Indemnified Party, such damages are caused by the willful misconduct of the Governmental Lender and (2) in the case of the foregoing indemnification of the Funding Lender or the Servicer or any related Indemnified Party, to the extent such damages are caused by the gross negligence or willful misconduct of such Indemnified Party. Notwithstanding anything herein to the contrary, the Borrower's indemnification obligations to the parties specified in Section 9.1.4 hereof with respect to any securitization or Secondary Market Transaction described in Article IX hereof shall be limited to the indemnity set forth in Section 9.1.4 hereof. 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 (which notice shall be timely given so as not to materially impair the Borrower's ability to defend), shall assume the investigation and defense thereof, including the employment of counsel reasonably approved 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, which approval shall not be unreasonably withheld. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and to participate in the investigation and defense thereof. The Borrower shall pay the 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, and only if, in such Indemnified Party's good faith judgment (based on the advice of counsel), a conflict of interest exists or could arise by reason of common representation.

Notwithstanding any transfer of the Project to another owner in accordance with the provisions of this Borrower Loan Agreement or the Regulatory Agreement, the Borrower shall remain obligated to indemnify each Indemnified Party pursuant to this Section 5.15 if such subsequent owner fails to indemnify any party entitled to be indemnified hereunder, unless the Governmental Lender and the Funding Lender have consented to such transfer and to the assignment of the rights and obligations of the Borrower hereunder.

The rights of any persons to indemnity hereunder shall survive the final payment or defeasance of the Borrower Loan and the Funding Loan and in the case of the Servicer, any resignation or removal. The provisions of this Section 5.15 shall remain valid and in effect notwithstanding repayment of the Borrower Loan hereunder or termination of this Borrower Loan Agreement.

The foregoing provisions of this Section 5.15 are not intended to and shall not negate, modify, limit or change the provisions of Section 9 of the Regulatory Agreement or Section 9 of the Note.

Section 5.16. No Warranty of Condition or Suitability by the Governmental Lender or Funding Lender. Neither the Governmental Lender nor the Funding Lender makes any warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Borrower's purposes or needs.

Section 5.17. Right of Access to the Project. The Borrower agrees that the Governmental Lender, the Funding Lender, the Servicer and the Construction Consultant, and their duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but no obligation at all reasonable times during business hours and upon reasonable notice and subject to the rights of residential tenants to enter onto the Land (a) to examine, test and inspect the Project without material interference or prejudice to the Borrower's operations and (b) to perform such work in and about the Project made necessary by reason of the Borrower's default under any of the provisions of this Borrower Loan Agreement. The Governmental Lender, the Funding Lender, the Servicer, and their duly authorized agents, attorneys, accountants and representatives shall also be permitted, without any obligation to do so, at all reasonable times and upon reasonable notice during business hours, to examine the books and records of the Borrower with respect to the Project.

Section 5.18. Notice of Default. The Borrower will advise the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer in writing as soon as possible and in any event not later than five (5) Business Days after the occurrence of any Event of Default or Potential Default, by means of a statement of an Authorized Borrower Representative describing the details of such Event of Default or Potential Default and any curative action Borrower proposes to take.

Section 5.19. Covenant With Governmental Lender and Funding Lender. The Borrower agrees that this Borrower Loan Agreement is executed and delivered in part to induce the purchase by others of the Borrower Note and the Governmental Lender Note and, accordingly, all covenants and agreements of the Borrower contained in this Borrower Loan Agreement are hereby declared to be for the benefit of the Governmental Lender, the Funding Lender, the Fiscal Agent and any lawful owner, holder or pledgee of the Borrower Note or the Governmental Lender Note from time to time.

Section 5.20. Obligation of the Borrower to Construct the Project. The Borrower shall proceed with reasonable dispatch to construct and equip the Project. If the proceeds of the Borrower Loan, together with the Other Borrower Moneys, available to be disbursed to the Borrower are not sufficient to pay the costs of such construction and equipping, the Borrower shall pay such additional costs from its own funds. The Borrower shall not be entitled to any reimbursement from the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer in respect of any such costs or to any diminution or abatement in the repayment of the Borrower Loan. The Governmental Lender, the Fiscal Agent and the Funding Lender shall not be liable to the Borrower or any other person if for any reason the Project is not completed or if the proceeds of the Borrower Loan are insufficient to pay all costs of the Project. The Governmental Lender, the Fiscal Agent and the Funding Lender do not make any representation or warranty, either express or implied, that moneys, if any, which will be made available to the Borrower will be sufficient to complete the Project, and the Governmental Lender, the Fiscal Agent and the Funding Lender shall not be liable to the Borrower or any other person if for any reason the Project is not completed.

Section 5.21. Maintenance of Insurance. Borrower will maintain the insurance required by the Security Instrument.

Section 5.22. Information; Statements and Reports. Borrower shall furnish or cause to be furnished to Funding Lender:

(a) Financial Statements; Rent Rolls. In the manner and to the extent required under the Security Instrument, such financial statements, expenses statements, rent rolls, reports and other financial documents and information as required by the Security Instrument and the other Borrower Loan Documents and Funding Loan Documents, in the form and within the time periods required therein;

(b) General Partner. As soon as available and in any event within one hundred twenty (120) days after the end of each fiscal year of the Borrower's administrative General Partner, copies of the financial statements of the administrative General Partner as of such date, prepared in substantially the form previously delivered to the Governmental Lender and Funding Lender and in a manner consistent therewith, or in such form (which may include a form prepared in accordance with GAAP) as Funding Lender may reasonably request;

(c) Leasing Reports. Prior to the Conversion Date, on a monthly basis (and in any event within fifteen (15) days after the end of each Calendar Month), a report of all efforts made by Borrower, if any, to lease all or any portion of the Project during such Calendar Month and on a cumulative basis since inception of the Project, which report shall be prepared and delivered by Borrower, shall be in form and substance satisfactory to Funding Lender, and shall, if requested by Funding Lender, be supported by copies of letters of intent, leases or occupancy agreements, as applicable;

(d) Audit Reports. Promptly upon receipt thereof, copies of all reports, if any, submitted to Borrower by independent public accountants in connection with each annual, interim or special audit of the financial statements of Borrower made by such accountants, including the comment letter submitted by such accountants to management in connection with their annual audit;

(e) Notices; Certificates or Communications. Immediately upon giving or receipt thereof, copies of any notices, certificates or other communications delivered at the Project or to Borrower or any General Partner naming Governmental Lender or Funding Lender as addressee or which could reasonably be deemed to affect the structural integrity of the Project or the ability of Borrower to perform its obligations under the Borrower Loan Documents and the Funding Loan Documents;

(f) Certification of Non-Foreign Status. Promptly upon request of Funding Lender from time to time, a Certification of Non-Foreign Status for the administrative General Partner, executed on or after the date of such request by Funding Lender;

(g) Compliance Certificates. Together with each of the documents required pursuant to Section 5.22(a) hereof submitted by or on behalf of Borrower, a statement, in form and substance satisfactory to Funding Lender and certified by an Authorized Borrower Representative, to the effect that Borrower is in compliance with all covenants, terms and conditions applicable to Borrower, under or pursuant to the Borrower Loan Documents and the Funding Loan Documents and under or pursuant to any other Debt owing by Borrower to any Person, and/or disclosing any noncompliance therewith, and any Event of Default or Potential Default, and describing the status of Borrower's actions to correct such noncompliance, Event of Default or Potential Default, as applicable; and

(h) Other Items and Information. Such other information concerning the assets, business, financial condition, operations, property, and results of operations of Borrower, the administrative General Partner, Guarantor or the Project, as Funding Lender or Governmental Lender reasonably requests from time to time.

Borrower shall furnish to Governmental Lender, upon its Written Request, any of the items described in the foregoing subsections (a) through and including (h) above.

Section 5.23. Additional Notices. Borrower will, promptly after becoming aware thereof, give notice to Funding Lender and the Governmental Lender of:

(a) any Lien affecting the Project, or any part thereof, other than Liens expressly permitted under this Borrower Loan Agreement;

(b) any Legal Action which is instituted by or against Borrower, General Partner or Guarantor, or any Legal Action which is threatened against Borrower, General Partner or Guarantor which, in any case, if adversely determined, could have a material adverse effect upon the business, operations, properties, assets, management, ownership or condition (financial or otherwise) of Borrower, General Partner, Guarantor or the Project;

(c) any Legal Action which constitutes an Event of Default or a Potential Default or a default under any other Contractual Obligation to which Borrower, General Partner or Guarantor is a party or by or to which Borrower, General Partner or Guarantor, or any of their respective properties or assets, may be bound or subject, which default would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) of Borrower, General Partner or Guarantor, as applicable;

(d) any default, alleged default or potential default on the part of Borrower under any of the CC&R's (together with a copy of each notice of default, alleged default or potential default received from any other party thereto);

(e) any notice of default, alleged default or potential default on the part of Borrower received from any tenant or occupant of the Project under or relating to its lease or occupancy agreement (together with a copy of any such notice), if, in the aggregate, notices from at least fifteen percent (15%) of the tenants at the Project have been received by Borrower with respect to, or alleging, the same default, alleged default or potential default;

(f) any change or contemplated change in (i) the location of Borrower's or General Partner's executive headquarters or principal place of business; (ii) the legal, trade, or fictitious business names used by Borrower or General Partner; or (iii) the nature of the trade or business of Borrower; and

(g) any default, alleged default or potential default on the part of any general or limited partner (including, without limitation, General Partner and the Equity Investor) under the Partnership Agreement.

Section 5.24. Compliance With Other Agreements; Legal Requirements.

(a) Borrower shall timely perform and comply with, and shall cause General Partner to timely perform and comply with the covenants, agreements, obligations and restrictions

imposed on them under the Partnership Agreement, and Borrower shall not do or permit to be done anything to impair any such party's rights or interests under any of the foregoing.

(b) Borrower will comply and, to the extent it is able, will require others to comply with, all Legal Requirements of all Governmental Authorities having jurisdiction over the Project or construction of the Improvements, and will furnish Funding Lender with reports of any official searches for or notices of violation of any requirements established by such Governmental Authorities. Borrower will comply and, to the extent it is able, will require others to comply, with applicable CC&R's and all restrictive covenants and all obligations created by private contracts and leases which affect ownership, construction, equipping, fixturing, use or operation of the Project, and all other agreements requiring a certain percentage of the Units to be rented to persons of low or moderate income. The Improvements, when completed, shall comply with all applicable building, zoning and other Legal Requirements, and will not violate any restrictions of record against the Project or the terms of any other lease of all or any portion of the Project. Funding Lender and Governmental Lender shall at all times have the right to audit, at Borrower's expense, Borrower's compliance with any agreement requiring a certain percentage of the Units to be rented to persons of low or moderate income, and Borrower shall supply all such information with respect thereto as Funding Lender or Governmental Lender, as applicable, may request and otherwise cooperate with Funding Lender or Governmental Lender, as applicable, in any such audit. Without limiting the generality of the foregoing, Borrower shall properly obtain, comply with and keep in effect (and promptly deliver copies to Funding Lender of) all permits, licenses and approvals which are required to be obtained from Governmental Authorities in order to construct, occupy, operate, market and lease the Project.

Section 5.25. Completion and Maintenance of Project. Borrower shall cause the construction of the Improvements, to be prosecuted with diligence and continuity and completed substantially in accordance with the Plans and Specifications, and in accordance with the Construction Funding Agreement, free and clear of any liens or claims for liens (but without prejudice to Borrower's rights of contest under Section 10.16 hereof) ("Completion") on or before the Completion Date. Borrower shall thereafter maintain the Project as a residential apartment complex in good order and condition, ordinary wear and tear excepted. A maintenance program shall be in place at all times to assure the continuation of first class maintenance.

Section 5.26. Fixtures. Borrower shall deliver to Funding Lender, on demand, any contracts, bills of sale, statements, receipted vouchers or agreements under which Borrower or any other Person claims title to any materials, fixtures or articles incorporated into the Improvements.

Section 5.27. Income From Project. Borrower shall first apply all Gross Income to Expenses of the Project, including all amounts then required to be paid under the Borrower Loan Documents and the Funding Loan Documents and the funding of all sums necessary to meet the Replacement Reserve Fund Requirement, before using or applying such Gross Income for any other purpose. Prior to the Conversion Date, Borrower shall not make or permit any distributions or other payments of Net Operating Income to its partners, shareholders or members, as applicable, in each case, without the prior Written Consent of Funding Lender.

Section 5.28. Leases and Occupancy Agreements.

(a) Lease Approval.

(i) Borrower has submitted to Funding Lender, and Funding Lender has approved, Borrower's standard form of residential tenant lease for use in the Project.

Borrower shall not materially modify that approved lease form without Funding Lender's prior Written Consent in each instance, which consent shall not be unreasonably withheld or delayed. Borrower may enter into leases of residential space within the Improvements (and amendments to such leases) in the ordinary course of business with bona fide third party tenants without Funding Lender's prior Written Consent if:

(A) The lease is a Permitted Lease, and is executed in the form attached as an exhibit to the Construction Funding Agreement without material modification;

(B) Borrower, acting in good faith following the exercise of due diligence, has determined that the tenant meets requirements imposed under any applicable CC&R and is financially capable of performing all of its obligations under the lease; and

(C) The lease conforms to the Rent Schedule attached as an exhibit to the Construction Funding Agreement and reflects an arm's-length transaction, subject to the requirement that the Borrower comply with any applicable CC&R.

(ii) If any Event of Default has occurred and is continuing, Funding Lender may make written demand on Borrower to submit all future leases for Funding Lender's approval prior to execution. Borrower shall comply with any such demand by Funding Lender.

(iii) No approval of any lease by Funding Lender shall be for any purpose other than to protect Funding Lender's security for the Borrower Loan and to preserve Funding Lender's rights under the Borrower Loan Documents and the Funding Loan Documents. No approval by Funding Lender shall result in a waiver of any default of Borrower. In no event shall any approval by Funding Lender of a lease be a representation of any kind with regard to the lease or its enforceability, or the financial capacity of any tenant or guarantor.

(b) Landlord's Obligations. Borrower shall perform all obligations required to be performed by it as landlord under any lease affecting any part of the Project or any space within the Improvements.

(c) Leasing and Marketing Agreements. Except as may be contemplated in the Management Agreement with Borrower's Manager, Borrower shall not without the approval of Funding Lender enter into any leasing or marketing agreement and Funding Lender reserves the right to approve the qualifications of any marketing or leasing agent.

Section 5.29. Project Agreements and Licenses. To the extent not heretofore delivered to Funding Lender, Borrower will furnish to Funding Lender, as soon as available, true and correct copies of all Project Agreements and Licenses and the Plans and Specifications, together with assignments thereof to Funding Lender and consents to such assignments where required by Funding Lender, all in form and substance acceptable to Funding Lender. Neither Borrower nor General Partner has assigned or granted, or will assign or grant, a security interest in any of the Project Agreements and Licenses, other than to Funding Lender.

Section 5.30. Payment of Debt Payments. In addition to its obligations under the Borrower Note, Borrower will (i) duly and punctually pay or cause to be paid all principal of and interest on any Debt of Borrower as and when the same become due on or before the due

date; (ii) comply with and perform all conditions, terms and obligations of other instruments or agreements evidencing or securing such Debt; (iii) promptly inform Funding Lender of any default, or anticipated default, under any such note, agreement, instrument; and (iv) forward to Funding Lender a copy of any notice of default or notice of any event that might result in default under any such note, agreement, instrument, including Liens encumbering the Project, or any portion thereof, which have been subordinated to the Security Instrument (regardless of whether or not permitted under this Borrower Loan Agreement).

Section 5.31. ERISA. Borrower will comply, and will cause each of its ERISA Affiliates to comply, in all respects with the provisions of ERISA.

Section 5.32. Patriot Act Compliance. Borrower shall use its good faith and commercially reasonable efforts to comply with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over Borrower and/or the Project, including those relating to money laundering and terrorism. Funding Lender shall have the right to audit Borrower's compliance with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over Borrower and/or the Project, including those relating to money laundering and terrorism. In the event that Borrower fails to comply with the Patriot Act or any such requirements of Governmental Authorities, then Funding Lender may, at its option, cause Borrower to comply therewith and any and all costs and expenses incurred by Funding Lender in connection therewith shall be secured by the Security Instrument and shall be immediately due and payable.

Borrower covenants that it shall comply with all Legal Requirements and internal requirements of Funding Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect. Without limiting the foregoing, Borrower shall not take any action, or permit any action to be taken, that would cause Borrower's representations and warranties in this Article V become untrue or inaccurate at any time during the term of the Funding Loan. Upon any Beneficiary Party's request from time to time during the term of the Funding Loan, Borrower shall certify in writing to such Beneficiary Party that Borrower's representations, warranties and obligations under Article V remain true and correct and have not been breached, and in addition, upon request of any Beneficiary Party, Borrower covenants to provide all information required to satisfy obligations under all Legal Requirements and internal requirements of Funding Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, during the term of the Funding Loan. Borrower shall immediately notify the Funding Lender in writing of (a) Borrower's actual knowledge that any of such representations, warranties or covenants are no longer true and have been breached, (b) Borrower has a reasonable basis to believe that they may no longer be true and have been breached or (c) Borrower becomes the subject of an investigation by Governmental Authorities related to money laundering, anti-terrorism, trade embargos and economic sanctions. Borrower shall also reimburse Funding Lender for any expense incurred by Funding Lender in evaluating the effect of an investigation by Governmental Authorities on the Funding Loan and Funding Lender's interest in the collateral for the Funding Loan, in obtaining necessary license from Governmental Authorities as may be necessary for Funding Lender to enforce its rights under the Funding Loan Documents, and in complying with all Legal Requirements and internal requirements of Funding Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect applicable to Funding Lender as a result of the existence of such an event and for any penalties or fines imposed upon Funding Lender as a result thereof.

Section 5.33. Funds From Equity Investor. Borrower shall cause the Equity Investor to fund all installments of the Equity Contributions in the amounts and at the times subject and according to the terms, conditions and adjustments of the Partnership Agreement.

Section 5.34. Tax Covenants. The Borrower further represents, warrants and covenants as follows:

(a) General. The Borrower shall not take any action or omit to take any action which, if taken or omitted, respectively, would adversely affect the exclusion of interest on the Governmental Lender Note from gross income (as defined in Section 61 of the Code), for federal income tax purposes and, if it should take or permit any such action, the Borrower will take all lawful actions that it can take to rescind such action promptly upon having knowledge thereof and that the Borrower will take such action or actions, including amendment of this Borrower Loan Agreement, the Security Instrument and the Regulatory Agreement, as may be necessary, in the opinion of Tax Counsel, to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service applicable to the Governmental Lender Note, the Funding Loan or affecting the Project. Capitalized terms used in this Section 5.34 shall have the respective meanings assigned to them in the Regulatory Agreement or, if not defined therein, in the Funding Loan Agreement. With the intent not to limit the generality of the foregoing, the Borrower covenants and agrees that, prior to the final maturity of the Governmental Lender Note, unless it has received and filed with the Governmental Lender and the Funding Lender a Tax Counsel No Adverse Effect Opinion (other than with respect to interest on any portion of the Governmental Lender Note for a period during which such portion of the Governmental Lender Note is held by a "substantial user" of any facility financed with the proceeds of the Governmental Lender Note or a "related person," as such terms are used in Section 147(a) of the Code), the Borrower will comply with this Section 5.34.

(b) Use of Proceeds. The use of the net proceeds of the Funding Loan at all times will satisfy the following requirements:

(i) Limitation on Net Proceeds. At least 95% of the net proceeds of the Funding Loan (within the meaning of the Code) actually expended shall be used to pay Qualified Project Costs that are costs of a "qualified residential rental project" (within the meaning of Sections 142(a)(7) and 142(d) of the Code) and property that is "functionally related and subordinate" thereto (within the meaning of Sections 1.103-8(a)(3) and 1.103-8(b)(4)(iii) of the Regulations).

(ii) Limit on Costs of Funding. The proceeds of the Funding Loan will be expended for the purposes set forth in this Borrower Loan Agreement and in the Funding Loan Agreement and no portion thereof in excess of two percent of the proceeds of the Funding Loan, within the meaning of Section 147(g) of the Code, will be expended to pay Costs of Funding.

(iii) Prohibited Facilities. The Borrower shall not use or permit the use of any proceeds of the Funding Loan or any income from the investment thereof to provide any airplane, skybox, or other private luxury box, health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(iv) Limitation on Land. Less than 25 percent of the net proceeds of the Funding Loan actually expended will be used, directly or indirectly, for the acquisition of land or an interest therein, nor will any portion of the net proceeds

of the Funding Loan be used, directly or indirectly, for the acquisition of land or an interest therein to be used for farming purposes.

(v) Limitation on Existing Facilities. No portion of the net proceeds of the Funding Loan will be used for the acquisition of any existing property or an interest therein unless (A) the first use of such property is pursuant to such acquisition or (B) the rehabilitation expenditures with respect to any building and the equipment therefor equal or exceed 15 percent of the cost of acquiring such building financed with the proceeds of the Funding Loan (with respect to structures other than buildings, this clause shall be applied by substituting 100 percent for 15 percent). For purposes of the preceding sentence, the term "rehabilitation expenditures" shall have the meaning set forth in Section 147(d)(3) of the Code.

(vi) Accuracy of Information. The information furnished by the Borrower and used by the Governmental Lender in preparing its certifications with respect to Section 148 of the Code and the Borrower's information statement pursuant to Section 149(e) of the Code is accurate and complete as of the date of origination of the Funding Loan.

(vii) Limitation of Project Expenditures. The acquisition and construction of the Project were not commenced (within the meaning of Section 144(a) of the Code) prior to the 60th day preceding the adoption of the resolution of the Governmental Lender with respect to the Project on October 17, 2017, and no obligation for which reimbursement will be sought from proceeds of the Funding Loan relating to the acquisition or construction of the Project was paid or incurred prior to 60 days prior to such date, except for permissible "preliminary expenditures", which include architectural, engineering surveying, soil testing, construction bond issuance and similar costs incurred prior to the commencement of construction or acquisition of the Project.

(viii) Qualified Costs. The Borrower hereby represents, covenants and warrants that the proceeds of the Funding Loan shall be used or deemed used exclusively to pay costs which (i) are (A) capital expenditures (as defined in Section 1.150-1(a) of the Code's regulations) and (B) not made for the acquisition of existing property, to the extent prohibited in Section 147(d) of the Code and that for the greatest number of buildings the proceeds of the Funding Loan shall be deemed allocated on a pro rata basis to each building in the Project and the land on which it is located so that each building and the land on which it is located will have been financed fifty percent (50%) or more by the proceeds of the Funding Loan for the purpose of complying with Section 42(h)(4)(B) of the Code; provided however, the foregoing representation, covenant and warranty is made for the benefit of the Borrower and its partners and neither the Funding Lender nor the Governmental Lender shall have any obligation to enforce the foregoing statement of the Borrower nor shall they incur any liability to any person, including without limitation, the Borrower, the partners of the Borrower, any other Borrower Affiliate or the holders or payees of the Funding Loan and the Borrower Note for any failure to meet the intent expressed in the foregoing representation, covenant and warranty of the Borrower; and provided further, failure to comply with this representation, covenant and warranty shall not constitute a default or event of default under this Borrower Loan Agreement or the Funding Loan Agreement.

(c) Limitation on Maturity. The average maturity of the Governmental Lender Note does not exceed 120 percent of the average reasonably expected economic life of the Project to be financed by the Funding Loan, weighted in proportion to the respective cost of each item comprising the property the cost of which has been or will be financed, directly or indirectly, with the net proceeds of the Funding Loan. For purposes of the preceding sentence, the reasonably expected economic life of property shall be determined as of the later of (A) the Closing Date for the Funding Loan or (B) the date on which such property is placed in service (or expected to be placed in service). In addition, land shall not be taken into account in determining the reasonably expected economic life of property.

(d) No Arbitrage. The Borrower shall not take any action or omit to take any action with respect to the Gross Proceeds of the Funding Loan or of any amounts expected to be used to pay the principal thereof or the interest thereon which, if taken or omitted, respectively, would cause the Governmental Lender Note to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Except as provided in the Funding Loan Agreement and this Borrower Loan Agreement, the Borrower shall not pledge or otherwise encumber, or permit the pledge or encumbrance of, any money, investment, or investment property as security for payment of any amounts due under this Borrower Loan Agreement or the Borrower Note relating to the Funding Loan, shall not establish any segregated reserve or similar fund for such purpose and shall not prepay any such amounts in advance of the redemption date of an equal principal amount of the Funding Loan, unless the Borrower has obtained in each case a Tax Counsel No Adverse Effect Opinion with respect to such action, a copy of which shall be provided to the Governmental Lender and the Funding Lender. The Borrower shall not, at any time prior to the final maturity of the Funding Loan, invest or cause any Gross Proceeds to be invested in any investment (or to use Gross Proceeds to replace money so invested), if, as a result of such investment the Yield of all investments acquired with Gross Proceeds (or with money replaced thereby) on or prior to the date of such investment exceeds the Yield of the Funding Loan to the Maturity Date (as defined in the Funding Loan Agreement), except as permitted by Section 148 of the Code and Regulations thereunder or as provided in the Regulatory Agreement. The Borrower further covenants and agrees that it will comply with all applicable requirements of said Section 148 and the rules and Regulations thereunder relating to the Funding Loan and the interest thereon, including the employment of a Rebate Analyst acceptable to the Governmental Lender and Funding Lender at all times from and after the Closing Date for the calculation of rebatable amounts to the United States Treasury Department. The Borrower agrees that it will cause the Rebate Analyst to calculate the rebatable amounts not later than forty-five days after the fifth anniversary of the Closing Date and each five years thereafter, and not later than forty-five days after the final Computation Date, and agrees that the Borrower will pay all costs associated therewith. The Borrower agrees to provide evidence of the employment of the Rebate Analyst satisfactory to the Governmental Lender and Funding Lender.

(e) No Federal Guarantee. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Borrower shall not take or omit to take any action which would cause the Governmental Lender Note to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) Representations. The Borrower has supplied or caused to be supplied to Tax Counsel all documents, instruments and written information requested by Tax Counsel, and all such documents, instruments and written information supplied by or on behalf

of the Borrower at the request of Tax Counsel, which have been reasonably relied upon by Tax Counsel in rendering its opinion with respect to the exclusion from gross income of the interest on the Governmental Lender Note for federal income tax purposes, are true and correct in all material respects, do not contain any untrue statement of a material fact and do not omit to state any material fact necessary to be stated therein in order to make the information provided therein, in light of the circumstances under which such information was provided, not misleading, and the Borrower is not aware of any other pertinent information which Tax Counsel has not requested.

(g) Qualified Residential Rental Project. The Borrower hereby covenants and agrees that the Project will be operated as a “qualified residential rental project” within the meaning of Section 142(d) of the Code, on a continuous basis during the longer of the Qualified Project Period (as defined in the Regulatory Agreement) or any period during which any portion of the Governmental Lender Note remains outstanding, to the end that the interest on the Governmental Lender Note shall be excluded from gross income for federal income tax purposes. The Borrower hereby covenants and agrees, continuously during the Qualified Project Period, to comply with all the provisions of the Regulatory Agreement.

(h) Information Reporting Requirements. The Borrower will comply with the information reporting requirements of Section 149(e)(2) of the Code requiring certain information regarding the Governmental Lender Note to be filed with the Internal Revenue Service within prescribed time limits.

(i) Funding Loan Not a Hedge Bond. The Borrower covenants and agrees that not more than 50% of the proceeds of the Funding Loan will be invested in Nonpurpose Investments having a substantially guaranteed Yield for four years or more within the meaning of Section 149(f)(3)(A)(ii) of the Code, and the Borrower reasonably expects that at least 85% of the spendable proceeds of the Funding Loan will be used to carry out the governmental purposes of the Funding Loan within the three-year period beginning on the Closing Date.

(j) Termination of Restrictions. Although the parties hereto recognize that, subject to the provisions of the Regulatory Agreement, the provisions of this Borrower Loan Agreement shall terminate in accordance with Section 10.14 hereof, the parties hereto recognize that pursuant to the Regulatory Agreement, certain requirements, including the requirements incorporated by reference in this Section, may continue in effect beyond the term hereof.

(k) Public Approval. The Borrower covenants and agrees that the proceeds of the Funding Loan will not be used in a manner that deviates in any substantial degree from the Project described in the written notice of a public hearing regarding the Funding Loan.

(l) 40/60 Test Election. The Borrower and the Governmental Lender hereby elect to apply the requirements of Section 142(d)(1)(B) to the Project. The Borrower hereby represents, covenants and agrees, continuously during the Qualified Project Period, to comply with all the provisions of the Regulatory Agreement.

(m) Modification of Tax Covenants. Subsequent to the origination of the Funding Loan and prior to its payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Funding Loan Agreement), this Section 5.34 hereof may not be amended, changed, modified, altered or terminated

except as permitted herein and by the Funding Loan Agreement and with the Written Consent of the Governmental Lender and the Funding Lender. Anything contained in this Borrower Loan Agreement or the Funding Loan Agreement to the contrary notwithstanding, the Governmental Lender, the Funding Lender and the Borrower hereby agree to amend this Borrower Loan Agreement and, if appropriate, the Funding Loan Agreement and the Regulatory Agreement, to the extent required, in the opinion of Tax Counsel, in order for interest on the Governmental Lender Note to remain excludable from gross income for federal income tax purposes. The party requesting such amendment, which may include the Funding Lender, shall notify the other parties to this Borrower Loan Agreement of the proposed amendment and send a copy of such requested amendment to Tax Counsel. After review of such proposed amendment, Tax Counsel shall render to the Funding Lender and the Governmental Lender an opinion as to the effect of such proposed amendment upon the includability of interest on the Governmental Lender Note in the gross income of the recipient thereof for federal income tax purposes. The Borrower shall pay all necessary fees and expenses incurred with respect to such amendment. The Borrower, the Governmental Lender and, where applicable, the Funding Lender per written instructions from the Governmental Lender shall execute, deliver and, if applicable, the Borrower shall file of record, any and all documents and instruments, including without limitation, an amendment to the Regulatory Agreement, with a file-stamped copy to the Funding Lender, necessary to effectuate the intent of this Section 5.34, and the Borrower and the Governmental Lender hereby appoint the Funding Lender as their true and lawful attorney-in-fact to execute, deliver and, if applicable, file of record on behalf of the Borrower or the Governmental Lender, as is applicable, any such document or instrument (in such form as may be approved by and upon instruction of Tax Counsel) if either the Borrower or the Governmental Lender defaults in the performance of its obligation under this Section 5.34; provided, however, that the Funding Lender shall take no action under this Section 5.34 without first notifying the Borrower or the Governmental Lender, as is applicable, of its intention to take such action and providing the Borrower or the Governmental Lender, as is applicable, a reasonable opportunity to comply with the requirements of this Section 5.34.

The Borrower irrevocably authorizes and directs the Funding Lender and any other agent designated by the Governmental Lender to make payment of such amounts from funds of the Borrower, if any, held by the Funding Lender, or any agent of the Governmental Lender or the Funding Lender. The Borrower further covenants and agrees that, pursuant to the requirements of Treasury Regulation Section 1.148-1(b), it (or any related person contemplated by such regulations) will not purchase interests in the Funding Loan or the Governmental Lender Note in an amount related to the amount of the Borrower Loan.

(n) Compliance With Tax Certificate. In furtherance of the covenants in this section, the Borrower shall execute, deliver and comply with the provisions of the Tax Certificate, which are by this reference incorporated into this Borrower Loan Agreement and made a part of this Borrower Loan Agreement as if set forth in this Borrower Loan Agreement in full, and the terms of which shall control over any conflicting provisions of this Borrower Loan Agreement.

Section 5.35. Payment of Rebate.

(a) Arbitrage Rebate. The Borrower agrees to take all steps necessary to compute and pay any rebatable arbitrage relating to the Funding Loan or the Governmental Lender Note in accordance with Section 148(f) of the Code including:

(i) Delivery of Documents and Money on Computation Dates. The Borrower will deliver to the Fiscal Agent, with a copy to the Funding Lender, within 55 days after each Computation Date:

(A) with a copy to the Funding Lender and the Governmental Lender, a statement, signed by the Borrower, stating the Rebate Amount as of such Computation Date;

(B) if such Computation Date is an Installment Computation Date, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to at least 90% of the Rebate Amount as of such Installment Computation Date, less any “previous rebate payments” made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations), or (2) if such Computation Date is the final Computation Date, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to the Rebate Amount as of such final Computation Date, less any “previous rebate payments” made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations); and

(C) if a Rebate Amount is owing, an Internal Revenue Service Form 8038-T properly signed and completed as of such Computation Date, with a copy to the Funding Lender and the Governmental Lender.

(ii) Correction of Underpayments. If the Borrower shall discover or be notified as of any date that any payment paid to the United States Treasury pursuant to this Section 5.35 of an amount described in Section 5.35(a)(i)(A) or (B) above shall have failed to satisfy any requirement of Section 1.148-3 of the Regulations (whether or not such failure shall be due to any default by the Borrower, the Governmental Lender or the Funding Lender), the Borrower shall (1) pay to the Fiscal Agent (for deposit to the Rebate Fund) and cause the Fiscal Agent to pay to the United States Treasury from the Rebate Fund the underpayment of the Rebate Amount, together with any penalty and/or interest due, as specified in Section 1.148-3(h) of the Regulations, within 175 days after any discovery or notice and (2) deliver to the Fiscal Agent an Internal Revenue Service Form 8038-T completed as of such date. If such underpayment of the Rebate Amount, together with any penalty and/or interest due, is not paid to the United States Treasury in the amount and manner and by the time specified in the Regulations, the Borrower shall take such steps as are necessary to prevent the Governmental Lender Note from becoming an arbitrage bond within the meaning of Section 148 of the Code.

(iii) Records. The Borrower shall retain all of its accounting records relating to the funds established under this Borrower Loan Agreement and all calculations made in preparing the statements described in this Section 5.35 for at least six years after the later of the final maturity of the Governmental Lender Note or the date the Funding Loan is retired in full.

(iv) Costs. The Borrower agrees to pay all of the fees and expenses of a nationally recognized Tax Counsel, the Rebate Analyst, if any, a certified public accountant and any other necessary consultant employed by the Borrower or the Funding Lender in connection with computing the Rebate Amount.

(v) No Diversion of Rebatable Arbitrage. The Borrower will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing

requirements to any person other than the federal government by entering into any investment arrangement with respect to the Gross Proceeds of the Funding Loan which is not purchased at Fair Market Value or includes terms that the Borrower would not have included if the Funding Loan were not subject to Section 148(f) of the Code.

(vi) Modification of Requirements. If at any time during the term of this Borrower Loan Agreement, the Governmental Lender, the Funding Lender or the Borrower desires to take any action which would otherwise be prohibited by the terms of this Section 5.35, such Person shall be permitted to take such action if it shall first obtain and provide to the other Persons named herein a Tax Counsel No Adverse Effect Opinion (as defined in the Funding Loan Agreement) with respect to such action.

(b) Rebate Fund. The Borrower acknowledges that the Fiscal Agent shall establish and hold a separate fund designated as the "Rebate Fund" under the Funding Loan Agreement and deposit or transfer to the credit of the Rebate Fund each amount delivered to the Fiscal Agent by the Borrower for deposit thereto and each amount directed by the Borrower to be transferred thereto, as further described in Section 7.8 of the Funding Loan Agreement.

Section 5.36. Covenants Under Funding Loan Agreement. The Borrower will fully and faithfully perform all the duties and obligations which the Governmental Lender has covenanted and agreed in the Funding Loan Agreement to cause the Borrower to perform and any duties and obligations which the Borrower is required in the Funding Loan Agreement to perform. The foregoing will not apply to any duty or undertaking of the Governmental Lender which by its nature cannot be delegated or assigned.

Section 5.37. Continuing Disclosure Agreement. The Borrower and the Funding Lender shall enter into the Continuing Disclosure Agreement to provide for the continuing disclosure of information about the Funding Loan, the Borrower and other matters as specifically provided for in such agreement.

Section 5.38. Subordinate Debt. The Borrower shall comply in all respects with all of the covenants contained in the Subordinate Loan Documents.

ARTICLE VI

NEGATIVE COVENANTS

Borrower hereby covenants and agrees as follows, which covenants shall remain in effect so long as any Borrower Payment Obligation or other obligation of Borrower under any of the other Borrower Loan Documents or the Funding Loan Documents remains outstanding or unperformed. Borrower covenants and agrees that it will not, directly or indirectly:

Section 6.1. Management Agreement. Without first obtaining the Funding Lender's prior Written Consent, enter into the Management Agreement, and thereafter the Borrower shall not, without the Funding Lender's prior Written Consent (which consent shall not be unreasonably withheld) and subject to the Regulatory Agreement: (i) surrender, terminate or cancel the Management Agreement or otherwise replace the Manager or enter into any other management agreement; (ii) reduce or consent to the reduction of the term of the Management Agreement; (iii) increase or consent to the increase of the amount of any charges under the Management Agreement; (iv) otherwise modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect any of its rights and remedies under, the Management Agreement; or (v) suffer or permit the occurrence and continuance of a default beyond any applicable cure period under the Management Agreement (or any successor

management agreement) if such default permits the Manager to terminate the Management Agreement (or such successor management agreement).

Section 6.2. Dissolution. Dissolve or liquidate, in whole or in part, merge with or consolidate into another Person.

Section 6.3. Change in Business or Operation of Property. Enter into any line of business other than the ownership and operation of the Project, or make any material change in the scope or nature of its business objectives, purposes or operations, or undertake or participate in activities other than the continuance of its present business and activities incidental or related thereto or otherwise cease to operate the Project as a multi-family property or terminate such business for any reason whatsoever (other than temporary cessation in connection with construction of the Project).

Section 6.4. Debt Cancellation. Cancel or otherwise forgive or release any claim or debt owed to the Borrower by a Person, except for adequate consideration or in the ordinary course of the Borrower's business in its reasonable judgment.

Section 6.5. Assets. Purchase or own any real property or personal property incidental thereto other than the Project.

Section 6.6. Transfers. Make, suffer or permit the occurrence of any Transfer other than a transfer permitted under the Security Instrument and Section 12 of the Regulatory Agreement, nor transfer any material License required for the operation of the Project.

Section 6.7. Debt. Other than as expressly approved in writing by the Funding Lender, create, incur or assume any indebtedness for borrowed money (including subordinate debt) whether unsecured or secured by all or any portion of the Project or interest therein or in the Borrower or any partner thereof (including subordinate debt) other than (i) the Borrower Payment Obligations, (ii) the Subordinate Debt, (iii) secured indebtedness incurred pursuant to or permitted by the Borrower Loan Documents and the Funding Loan Documents, and (iv) trade payables incurred in the ordinary course of business.

Section 6.8. Assignment of Rights. Without the Funding Lender's prior Written Consent, attempt to assign the Borrower's rights or interest under any Borrower Loan Document or Funding Loan Document in contravention of any Borrower Loan Document or Funding Loan Document.

Section 6.9. Principal Place of Business. Change its principal place of business without providing 30 days' prior Written Notice of the change to the Funding Lender and the Servicer.

Section 6.10. Partnership Agreement. Without the Funding Lender's prior Written Consent (which consent shall not be unreasonably withheld) neither Borrower nor General Partner shall surrender, terminate, cancel, modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect, any of its rights or remedies under the Partnership Agreement, except as permitted by and in accordance with the Security Instrument; provided, however, the consent of Funding Lender is not required for an amendment of the Partnership Agreement (i) permitted by Section 22(p) of the Security Instrument, (ii) resulting solely from the "Permitted Transfer" of partnership interests of Borrower as defined in and permitted by the Security Instrument or (iii) correcting scrivener's errors, provided, however, Borrower shall promptly provide to Funding Lender a copy of any modifications to Borrower's Organizational Documents that do not require Funding Lender's Consent.

Section 6.11. ERISA. Maintain, sponsor, contribute to or become obligated to contribute to, or suffer or permit any ERISA Affiliate of the Borrower to, maintain, sponsor, contribute to or become obligated to contribute to, any Plan, or permit the assets of the Borrower to become “plan assets,” whether by operation of law or under regulations promulgated under ERISA.

Section 6.12. No Hedging Arrangements. Without the prior Written Consent of the Funding Lender or unless otherwise required by this Borrower Loan Agreement, the Borrower will not enter into or guarantee, provide security for or otherwise undertake any form of contractual obligation with respect to any interest rate swap, interest rate cap or other arrangement that has the effect of an interest rate swap or interest rate cap or that otherwise (directly or indirectly, derivatively or synthetically) hedges interest rate risk associated with being a debtor of variable rate debt or any agreement or other arrangement to enter into any of the above on a future date or after the occurrence of one or more events in the future.

Section 6.13. Loans and Investments; Distributions; Related Party Payments.

(a) Without the prior Written Consent of Funding Lender in each instance, Borrower shall not (i) lend money, make investments, or extend credit, other than in the ordinary course of its business as presently conducted; or (ii) repurchase, redeem or otherwise acquire any interest in Borrower, any Borrower Affiliate or any other Person owning an interest, directly or indirectly, in Borrower, or make any distribution, in cash or in kind, in respect of interests in Borrower, any Borrower Affiliate or any other Person owning an interest, directly or indirectly, in Borrower (except to the extent permitted by the Security Instrument and subject to the limitations set forth in Section 5.27 hereof).

(b) Disbursements for fees and expenses of any Borrower Affiliate and developer fees (however characterized) will only be paid to the extent that such fee or expense bears a proportionate relationship to the percentage of completion of the construction of the Improvements, as determined by the Construction Consultant, and only after deducting the applicable Retainage. Except as otherwise permitted hereunder or by the Funding Lender, no Disbursements for the Developer Fee or any “deferred developer fees” shall be made prior to the Conversion Date other than in accordance with the Approved Developer Fee Schedule.

Section 6.14. Amendment of Related Documents or CC&R's. Without the prior Written Consent of Funding Lender in each instance, except as provided herein, neither Borrower nor any General Partner shall enter into or consent to any amendment, termination, modification, or other alteration of any of the Related Documents or any of the CC&R's (including, without limitation, those contained in the Borrower Loan Agreement, any Architect's Agreement or Engineer's Contract, any Construction Contract, and any Management Agreement, but excluding the Partnership Agreement, which is covered by Section 6.10), or any assignment, transfer, pledge or hypothecation of any of its rights thereunder, if any.

Section 6.15. Personal Property. Borrower shall not install materials, personal property, equipment or fixtures subject to any security agreement or other agreement or contract wherein the right is reserved to any Person other than Borrower to remove or repossess any such materials, equipment or fixtures, or whereby title to any of the same is not completely vested in Borrower at the time of installation, without Funding Lender's prior Written Consent; provided, however, that this Section 6.15 shall not apply to laundry equipment or other equipment that is owned by a third-party vendor and commercial tenants.

Section 6.16. Fiscal Year. Without Funding Lender's Written Consent, which shall not be unreasonably withheld, neither Borrower nor General Partner shall change the times of commencement or termination of its fiscal year or other accounting periods, or change its methods of accounting, other than to conform to GAAP.

Section 6.17. Publicity. Neither Borrower nor General Partner shall issue any publicity release or other communication to any print, broadcast or on-line media, post any sign or in any other way identify Funding Lender or any of its Affiliates as the source of the financing provided for herein, without the prior written approval of Funding Lender in each instance (provided that nothing herein shall prevent Borrower or General Partner from identifying Funding Lender or its Affiliates as the source of such financing to the extent that Borrower or General Partner are required to do so by disclosure requirements applicable to publicly held companies). Borrower and General Partner agree that no sign shall be posted on the Project in connection with the construction of the Improvements unless such sign identifies Citigroup and its affiliates as the source of the financing provided for herein or Funding Lender consents to not being identified on any such sign.

Section 6.18. Subordinate Loan Documents. Without Funding Lender's prior written consent, Borrower will not surrender, terminate, cancel, modify, change, supplement, alter, amend, waive, release, assign, transfer, pledge or hypothecate any of its rights or remedies under the Subordinate Loan Documents.

ARTICLE VII

RESERVED

ARTICLE VIII

DEFAULTS

Section 8.1. Events of Default. Each of the following events shall constitute an "Event of Default" under the Borrower Loan Agreement:

(a) failure by the Borrower to pay any Borrower Loan Payment in the manner and on the date such payment is due in accordance with the terms and provisions of the Borrower Note, or the failure by the Borrower to pay any Additional Borrower Payment on the date such payment is due in accordance with the terms and provisions of the Borrower Note, the Security Instrument, this Borrower Loan Agreement or any other Borrower Loan Document;

(b) failure by or on behalf of the Borrower to pay when due any amount (other than as provided in subsection (a) above or elsewhere in this Section 8.1) required to be paid by the Borrower under this Borrower Loan Agreement, the Borrower Note, the Security Instrument or any of the other Borrower Loan Documents or Funding Loan Documents, including a failure to repay any amounts that have been previously paid but are recovered, attached or enjoined pursuant to any insolvency, receivership, liquidation or similar proceedings, which default remains uncured for a period of five (5) days after Written Notice thereof shall have been given to the Borrower;

(c) an Event of Default, as defined in the Borrower Note, the Security Instrument or any other Borrower Loan Document, occurs (or to the extent an "Event of Default" is not defined in any other Borrower Loan Document, any default or breach by the

Borrower or any Guarantor of its obligations, covenants, representations or warranties under such Borrower Loan Document occurs and any applicable notice and/or cure period has expired);

(d) any representation or warranty made by any of the Borrower, the Guarantor or the General Partner in any Borrower Loan Document or Funding Loan Document to which it is a party, or in any report, certificate, financial statement or other instrument, agreement or document furnished by the Borrower, the Guarantor or the General Partner in connection with any Borrower Loan Document or Funding Loan Document, shall be false or misleading in any material respect as of the Closing Date;

(e) the Borrower shall make a general assignment for the benefit of creditors, or shall generally not be paying its debts as they become due;

(f) the Borrower Controlling Entity shall make a general assignment for the benefit of creditors, shall generally not be paying its debts as they become due, or an Act of Bankruptcy with respect to the Borrower Controlling Entity shall occur, unless in all cases the Borrower Controlling Entity is replaced with a substitute Borrower Controlling Entity that satisfies the requirements of Section 21 of the Security Instrument; which, in the case of a non-profit Borrower Controlling Entity, may be replaced within sixty (60) days of such event with another non-profit Borrower Controlling Entity acceptable to the Funding Lender, in which case no Event of Default shall be deemed to have occurred;

(g) any portion of Borrower Deferred Equity to be made by Equity Investor and required for (i) completion of the construction of the Improvements, (ii) the satisfaction of the Conditions of Conversion or (iii) the operation of the Improvements, is not received in accordance with the Partnership Agreement after the expiration of all applicable notice and cure periods;

(h) the failure by Borrower or any ERISA Affiliate of Borrower to comply in all respects with ERISA, or the occurrence of any other event (with respect to the failure of Borrower or any ERISA Affiliate to pay any amount required to be paid under ERISA or with respect to the termination of, or withdrawal of Borrower or any ERISA Affiliate from, any employee benefit or welfare plan subject to ERISA) the effect of which is to impose upon Borrower (after giving effect to the tax consequences thereof) for the payment of any amount in excess of Fifty Thousand Dollars (\$50,000);

(i) a Bankruptcy Event shall occur with respect to Borrower, any General Partner or Guarantor, or there shall be a change in the assets, liabilities or financial position of any such Person which has a material adverse effect upon the ability of such Person to perform such Person's obligations under this Borrower Loan Agreement, any other Borrower Loan Document or any Related Document, provided that any such Bankruptcy Event with respect to a Guarantor shall not constitute an Event of Default: (i) if such Bankruptcy Event occurs on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such Bankruptcy Event occurs prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit

standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(j) all or any part of the property of Borrower is attached, levied upon or otherwise seized by legal process, and such attachment, levy or seizure is not quashed, stayed or released: (i) prior to completion of the construction of the Improvements, within ten (10) days of the date thereof or (ii) after completion of the construction of the Improvements, within thirty (30) days of the date thereof;

(k) subject to Section 10.16 hereof, Borrower fails to pay when due any monetary obligation (other than pursuant to this Borrower Loan Agreement) to any Person in excess of \$100,000, and such failure continues beyond the expiration of any applicable cure or grace periods;

(l) any material litigation or proceeding is commenced before any Governmental Authority against or affecting Borrower, any General Partner or Guarantor, or property of Borrower, any General Partner or Guarantor, or any part thereof, and such litigation or proceeding is not defended diligently and in good faith by Borrower, any General Partner or Guarantor, as applicable, provided that any such material litigation or proceeding against a Guarantor shall not constitute an Event of Default: (i) if such material litigation is commenced on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such material litigation or proceeding is commenced prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(m) a final judgment or decree for monetary damages in excess of \$50,000 or a monetary fine or penalty (not subject to appeal or as to which the time for appeal has expired) is entered against Borrower, any General Partner or Guarantor by any Governmental Authority, and such judgment, decree, fine or penalty is not paid and discharged or stayed (i) prior to completion of the construction of the Improvements, within ten (10) days after entry thereof or (ii) after completion of the construction of the Improvements, within thirty (30) days after entry thereof (or such longer period as may be permitted for payment by the terms of such judgment, fine or penalty), provided that any such judgment, decree, fine or penalty against a Guarantor shall not constitute an Event of Default: (i) if such judgment, decree, fine or penalty is entered on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such judgment, decree, fine or penalty is entered prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(n) a final, un-appealable and uninsured money judgment or judgments, in favor of any Person other than a Governmental Authority, in the aggregate sum of \$50,000 or more shall be rendered against Borrower, any General Partner or Guarantor, or against any of their respective assets, that is not paid, superseded or stayed (i) prior to completion of the construction of the Improvements, within ten (10) days after entry thereof or (ii) after completion of the construction of the Improvements, within thirty (30) days after entry thereof (or such longer period as may be permitted for payment by the terms of such judgment); or any levy of execution, writ or warrant of attachment, or similar process, is entered or filed against Borrower, any General Partner or Guarantor, or against any of their respective assets (that is likely to have a material adverse effect upon the ability of Borrower, any General Partner or Guarantor to perform their respective obligations under this Borrower Loan Agreement, any other Borrower Loan Document or any Related Document), and such judgment, writ, warrant or process shall remain unsatisfied, unsettled, unvacated, unhandled and unstayed (i) prior to completion of the construction of the Improvements, for a period of ten (10) days or (ii) after completion of the construction of the Improvements, for a period of thirty (30) days, or in any event later than five (5) Business Days prior to the date of any proposed sale thereunder, provided that any such judgment, levy, writ, warrant, attachment or similar process against a Guarantor shall not constitute an Event of Default: (i) if such judgment, levy, writ, warrant, attachment or similar process is entered on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor), or (ii) if such judgment, levy, writ, warrant, attachment or similar process is entered prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(o) the inability of Borrower to satisfy any condition for the receipt of a Disbursement hereunder (other than an Event of Default specifically addressed in this Section 8.1) and failure to resolve the situation to the satisfaction of Funding Lender for a period in excess of thirty (30) days after Written Notice from Funding Lender unless (i) such inability shall have been caused by conditions beyond the control of Borrower, including, without limitation, acts of God or the elements, fire, strikes and disruption of shipping; (ii) Borrower shall have made adequate provision, acceptable to Funding Lender, for the protection of materials stored on-site or off-site and for the protection of the Improvements to the extent then constructed against deterioration and against other loss or damage or theft; (iii) Borrower shall furnish to Funding Lender satisfactory evidence that such cessation of construction will not adversely affect or interfere with the rights of Borrower under labor and materials contracts or subcontracts relating to the construction or operation of the Improvements; and (iv) Borrower shall furnish to Funding Lender satisfactory evidence that the completion of the construction of the Improvements can be accomplished by the Completion Date;

(p) the construction of the Improvements is abandoned or halted prior to completion for any period of thirty (30) consecutive days; provided that such cessation of construction shall not constitute an Event of Default if (i) such cessation of construction shall have been caused by conditions beyond the control of Borrower, including, without limitation, acts of God or the elements, fire, strikes and disruption of shipping; (ii) Borrower shall have made adequate provision, acceptable to Funding

Lender, for the protection of materials stored on-site or off-site and for the protection of the Improvements to the extent then constructed against deterioration and against other loss or damage or theft; (iii) Borrower shall furnish to Funding Lender satisfactory evidence that such cessation of construction or rehabilitation will not adversely affect or interfere with the rights of Borrower under labor and materials contracts or subcontracts relating to the construction or operation of the Improvements; and (iv) Borrower shall furnish to Funding Lender satisfactory evidence that the completion of the construction or rehabilitation of the Improvements can be accomplished by the Completion Date;

(q) Borrower shall fail to keep in force and effect any material permit, license, consent or approval required under this Borrower Loan Agreement, or any Governmental Authority with jurisdiction over the Mortgaged Property or the Project orders or requires that construction of the Improvements be stopped, in whole or in part, or that any required approval, license or permit be withdrawn or suspended, and the order, requirement, withdrawal or suspension remains in effect for a period of thirty (30) days;

(r) failure by the Borrower to Substantially Complete the construction of the Improvements in accordance with this Borrower Loan Agreement on or prior to the Substantial Completion Date;

(s) failure by Borrower to complete the construction of the Improvements in accordance with this Borrower Loan Agreement on or prior to the Completion Date;

(t) failure by Borrower to satisfy the Conditions to Conversion on or before the Outside Conversion Date;

(u) failure by any Subordinate Lender to disburse the proceeds of its Subordinate Debt in approximately such amounts and at approximately such times as set forth in the Cost Breakdown and in the Subordinate Loan Documents;

(v) an "Event of Default" or "Default" (as defined in the applicable agreement) shall occur under any of the Subordinate Loan Documents, after the expiration of all applicable notice and cure periods; or

(w) any failure by the Borrower to perform or comply with any of its obligations under this Borrower Loan Agreement (other than those specified in this Section 9.1), as and when required, which continues for a period of thirty (30) days after written notice of such failure by Funding Lender or the Servicer on its behalf to the Borrower; provided, however, if such failure is susceptible of cure but cannot reasonably be cured within such thirty (30) day period, and the Borrower shall have commenced to cure such failure within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for an additional period of time as is reasonably necessary for the Borrower in the exercise of due diligence to cure such failure, such additional period not to exceed sixty (60) days. However, no such notice or grace period shall apply to the extent such failure could, in the Funding Lender's judgment, absent immediate exercise by the Funding Lender of a right or remedy under this Borrower Loan Agreement, result in harm to the Funding Lender, impairment of the Borrower Note or this Borrower Loan Agreement or any security given under any other Borrower Loan Document.

Section 8.2. Remedies.

Section 8.2.1. Acceleration. Upon the occurrence of an Event of Default (other than an Event of Default described in paragraph (e), (f) or (i) of Section 8.1) and at any time and from time to time thereafter, as long as such Event of Default continues to exist, in addition to any other rights or remedies available to the Governmental Lender pursuant to the Borrower Loan Documents or at law or in equity, the Funding Lender may, take such action (whether directly or by directing the actions of the Fiscal Agent), without notice or demand, as the Funding Lender deems advisable to protect and enforce its rights against the Borrower and in and to the Project, including declaring the Borrower Payment Obligations to be immediately due and payable (including, without limitation, the principal of, Prepayment Premium, if any, and interest on and all other amounts due on the Borrower Note to be immediately due and payable), without notice or demand, and apply such payment of the Borrower Payment Obligations in any manner and in any order determined by Funding Lender, in Funding Lender's sole and absolute discretion; and upon any Event of Default described in paragraph (e), (f) or (i) of Section 8.1, the Borrower Payment Obligations shall become immediately due and payable, without notice or demand, and the Borrower hereby expressly waives any such notice or demand, anything contained in any Borrower Loan Document to the contrary notwithstanding. Notwithstanding anything herein to the contrary, enforcement of remedies hereunder and under the Funding Loan Agreement shall be controlled by the Funding Lender.

Section 8.2.2. Remedies Cumulative. Upon the occurrence of an Event of Default, all or any one or more of the rights, powers, privileges and other remedies available to the Funding Lender against the Borrower under the Borrower Loan Documents or at law or in equity may be exercised by the Funding Lender or the Fiscal Agent, at any time and from time to time, whether or not all or any of the Borrower Payment Obligations shall be declared due and payable, and whether or not the Funding Lender shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Borrower Loan Documents. Any such actions taken by the Funding Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as the Funding Lender may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of the Funding Lender permitted by law, equity or contract or as set forth in the Borrower Loan Documents. Without limiting the generality of the foregoing, the Borrower agrees that if an Event of Default is continuing, all Liens and other rights, remedies or privileges provided to the Funding Lender shall remain in full force and effect until they have exhausted all of its remedies, the Security Instrument has been foreclosed, the Project have been sold and/or otherwise realized upon satisfaction of the Borrower Payment Obligations or the Borrower Payment Obligations has been paid in full. To the extent permitted by applicable law, nothing contained in any Borrower Loan Document shall be construed as requiring the Funding Lender to resort to any portion of the Project for the satisfaction of any of the Borrower Payment Obligations in preference or priority to any other portion, and the Funding Lender may seek satisfaction out of the entirety of the Project or any part thereof, in its absolute discretion.

Notwithstanding any provision herein to the contrary, the Governmental Lender, the Fiscal Agent and the Funding Lender agree that any cure of any default made or tendered by the Equity Investor 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.

Section 8.2.3. Delay. No delay or omission to exercise any remedy, right, power accruing upon an Event of Default, or the granting of any indulgence or compromise by the Funding Lender or the Fiscal Agent shall impair any such remedy, right or power hereunder or be construed as a waiver thereof, but any such remedy, right or power may be exercised from

time to time and as often as may be deemed expedient. A waiver of one Potential Default or Event of Default shall not be construed to be a waiver of any subsequent Potential Default or Event of Default or to impair any remedy, right or power consequent thereon. Notwithstanding any other provision of this Borrower Loan Agreement, the Funding Lender and the Fiscal Agent reserve the right to seek a deficiency judgment or preserve a deficiency claim, in connection with the foreclosure of the Security Instrument to the extent necessary to foreclose on the Project, the Rents (as defined in the Security Instrument), the funds or any other collateral.

Section 8.2.4. Set Off; Waiver of Set Off. Upon the occurrence of an Event of Default, Funding Lender may, at any time and from time to time, without notice to Borrower or any other Person (any such notice being expressly waived), set off and appropriate and apply (against and on account of any obligations and liabilities of the Borrower to the Funding Lender or the Fiscal Agent arising under or connected with this Borrower Loan Agreement and the other the Borrower Loan Documents and the Funding Loan Documents, irrespective of whether or not the Funding Lender shall have made any demand therefor, and although such obligations and liabilities may be contingent or unmatured), and the Borrower hereby grants to the Funding Lender, as security for the Borrower Payment Obligations, a security interest in, any and all deposits (general or special, including but not limited to Debt evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts) and any other Debt at any time held or owing by the Funding Lender to or for the credit or the account of the Borrower.

Section 8.2.5. Assumption of Obligations. In the event that the Funding Lender or its assignee or designee shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall have the option, to be exercised in its sole discretion, to succeed to the rights and the obligations of the Borrower under this Borrower Loan Agreement, the Borrower Note, the Regulatory Agreement, and any other Borrower Loan Documents and Funding Loan Documents to which the Borrower is a party. Any such assumption shall be effective from and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts of the Borrower.

Section 8.2.6. Accounts Receivable. Upon the occurrence of an Event of Default, Funding Lender shall have the right, to the extent permitted by law, to impound and take possession of books, records, notes and other documents evidencing Borrower's accounts, accounts receivable and other claims for payment of money, arising in connection with the Project, and to make direct collections on such accounts, accounts receivable and claims for the benefit of Funding Lender.

Section 8.2.7. Defaults under Other Documents. Funding Lender shall have the right to cure any default under any of the Related Documents and the Subordinate Loan Documents, but shall have no obligation to do so.

Section 8.2.8. Abatement of Disbursements. Notwithstanding any provision to the contrary herein or any of the other Borrower Loan Documents or the Funding Loan Documents, Funding Lender's obligation to make further Disbursements shall abate (i) during the continuance of any Potential Default, provided that Borrower shall have the opportunity to demonstrate to Funding Lender's satisfaction during the applicable grace, notice or cure period that such Potential Default will either be cured by the making of such Disbursement or will not otherwise result in an Event of Default; (ii) after any disclosure to Funding Lender of any fact or circumstance that, absent such disclosure, would cause any representation or warranty of Borrower to fail to be true and correct in all material respects, unless and until Funding Lender

elects to permit further Disbursements notwithstanding such event or circumstance; and (iii) upon the occurrence of any Event of Default.

Section 8.2.9. Completion of Improvements. Upon the occurrence of any Event of Default, Funding Lender shall have the right to cause an independent contractor selected by Funding Lender to enter into possession of the Project and to perform any and all work and labor necessary for the completion of the Project substantially in accordance with the Plans and Specifications, if any, and to perform Borrower's obligations under this Borrower Loan Agreement. All sums expended by Funding Lender for such purposes shall be deemed to have been disbursed to and borrowed by Borrower and shall be secured by the Security Documents.

Section 8.2.10. Right to Directly Enforce. Notwithstanding any other provision hereof to the contrary, the Funding Lender shall have the right to directly enforce all rights and remedies hereunder with or without involvement of the Governmental Lender or the Fiscal Agent, provided that only the Governmental Lender may enforce the Unassigned Rights. In the event that any of the provisions set forth in this Section 8.2.10 are inconsistent with the covenants, terms and conditions of the Security Instrument, the covenants, terms and conditions of the Security Instrument shall prevail.

Section 8.2.11. Power of Attorney. Effective upon the occurrence of an Event of Default, and continuing until and unless such Event of Default is cured or waived, Borrower hereby constitutes and appoints Funding Lender, or an independent contractor selected by Funding Lender, as its true and lawful attorney-in-fact with full power of substitution, for the purposes of completion of the Project and performance of Borrower's obligations under this Borrower Loan Agreement in the name of Borrower, and hereby empowers said attorney-in-fact to do any or all of the following upon the occurrence and continuation of an Event of Default (it being understood and agreed that said power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until full payment and performance of all obligations under this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents):

- (a) to use any of the funds of Borrower or General Partner, including any balance of the Borrower Loan, as applicable, and any funds which may be held by Funding Lender for Borrower (including all funds in all deposit accounts in which Borrower has granted to Funding Lender a security interest), for the purpose of effecting completion of the construction of the Improvements, in the manner called for by the Plans and Specifications;

- (b) to make such additions, changes and corrections in the Plans and Specifications as shall be necessary or desirable to complete the Project in substantially the manner contemplated by the Plans and Specifications;

- (c) to employ any contractors, subcontractors, agents, architects and inspectors required for said purposes;

- (d) to employ attorneys to defend against attempts to interfere with the exercise of power granted hereby;

- (e) to pay, settle or compromise all existing bills and claims which are or may be liens against the Project or the Improvements, or may be necessary or desirable for the completion of the construction of the Improvements, or clearance of objections to or encumbrances on title;

(f) to execute all applications and certificates in the name of Borrower, which may be required by any other construction contract;

(g) to prosecute and defend all actions or proceedings in connection with the Project and to take such action, require such performance and do any and every other act as is deemed necessary with respect to the completion of the construction of the Improvements, which Borrower might do on its own behalf;

(h) to let new or additional contracts to the extent not prohibited by their existing contracts;

(i) to employ watchmen and erect security fences to protect the Project from injury; and

(j) to take such action and require such performance as it deems necessary under any of the bonds or insurance policies to be furnished hereunder, to make settlements and compromises with the sureties or insurers thereunder, and in connection therewith to execute instruments of release and satisfaction.

It is the intention of the parties hereto that upon the occurrence and continuance of an Event of Default, rights and remedies may be pursued pursuant to the terms of the Borrower Loan Documents and the Funding Loan Documents. The parties hereto acknowledge that, among the possible outcomes to the pursuit of such remedies, is the situation where the Funding Lender assignees or designees become the owner of the Project and assume the obligations identified above, and the Borrower Note, the Borrower Loan and the other Borrower Loan Documents and Funding Loan Documents remain outstanding.

ARTICLE IX

SPECIAL PROVISIONS

Section 9.1. Sale of Note and Secondary Market Transaction.

Section 9.1.1. Cooperation. Subject to the restrictions of Section 2.4 of the Funding Loan Agreement, at the Funding Lender's or the Servicer's request (to the extent not already required to be provided by the Borrower under this Borrower Loan Agreement), the Borrower shall use reasonable efforts to satisfy the market standards to which the Funding Lender or the Servicer customarily adheres or which may be reasonably required in the marketplace or by the Funding Lender or the Servicer in connection with one or more sales or assignments of all or a portion of the Governmental Lender Note and the Funding Loan or participations therein or securitizations of single or multi-class securities (the "Securities") secured by or evidencing ownership interests in all or a portion of the Governmental Lender Note and the Funding Loan (each such sale, assignment and/or securitization, a "Secondary Market Transaction"); provided that the Borrower shall not incur any third party or other out-of-pocket costs and expenses in connection with a Secondary Market Transaction, including the costs associated with the delivery of any Provided Information or any opinion required in connection therewith, and all such costs shall be paid by the Funding Lender or the Servicer, and shall not materially modify Borrower's rights or obligations. Without limiting the generality of the foregoing, the Borrower shall, so long as the Borrower Loan is still outstanding:

(a) (i) provide such financial and other information with respect to the Borrower Loan, and with respect to the Project, the Borrower, the Manager, the contractor of the Project or the Borrower Controlling Entity, (ii) provide financial statements, audited, if

available, relating to the Project with customary disclaimers for any forward looking statements or lack of audit, and (iii), at the expense of the Funding Lender or the Servicer, perform or permit or cause to be performed or permitted such site inspection, appraisals, surveys, market studies, environmental reviews and reports, (Phase I and, if appropriate, Phase II), engineering reports and other due diligence investigations of the Project, as may be reasonably requested from time to time by the Funding Lender or the Servicer or the Rating Agencies or as may be necessary or appropriate in connection with a Secondary Market Transaction or Exchange Act requirements (the items provided to the Funding Lender or the Servicer pursuant to this paragraph (a) being called the "Provided Information"), together, if customary, with appropriate verification of and/or consents to the Provided Information through letters of auditors or opinions of counsel of independent attorneys acceptable to the Funding Lender or the Servicer and the Rating Agencies;

(b) make such representations and warranties as of the closing date of any Secondary Market Transaction with respect to the Project, the Borrower, the Borrower Loan Documents and the Funding Loan Documents reasonably acceptable to the Funding Lender or the Servicer, consistent with the facts covered by such representations and warranties as they exist on the date thereof; and

(c) execute such amendments to the Borrower Loan Documents and the Funding Loan Documents to accommodate such Secondary Market Transaction so long as such amendment does not affect the material economic terms of the Borrower Loan Documents and the Funding Loan Documents and is not otherwise adverse to the Borrower in its reasonable discretion.

Section 9.1.2. Use of Information. The Borrower understands that certain of the Provided Information and the required records may be included in disclosure documents in connection with a Secondary Market Transaction, including a prospectus or private placement memorandum (each, a "Secondary Market Disclosure Document"), or provided or made available to investors or prospective investors in the Securities, the Rating Agencies and service providers or other parties relating to the Secondary Market Transaction. In the event that the Secondary Market Disclosure Document is required to be revised, the Borrower shall cooperate, subject to Section 9.1.1(c) hereof, with the Funding Lender and the Servicer in updating the Provided Information or required records for inclusion or summary in the Secondary Market Disclosure Document or for other use reasonably required in connection with a Secondary Market Transaction by providing all current information pertaining to the Borrower and the Project necessary to keep the Secondary Market Disclosure Document accurate and complete in all material respects with respect to such matters. The Borrower hereby consents to any and all such disclosures of such information.

The Borrower and the Funding Lender agree and acknowledge that the Governmental Lender undertakes no obligation hereunder or in the Funding Loan Agreement to participate in the preparation of, or to approve, any Secondary Market Disclosure Document and the parties hereto agree that any Secondary Market Disclosure Document will, unless approved in advance by the Governmental Lender in writing, disclose no more regarding the Governmental Lender than its name and status as a political subdivision of the State and that the Governmental Lender Note is a limited obligation of the Governmental Lender secured solely by the payments made by the Borrower under the Borrower Note and the Borrower Loan Agreement.

Section 9.1.3. Borrower Obligations Regarding Secondary Market Disclosure Documents. In connection with a Secondary Market Disclosure Document, the Borrower shall provide, or in the case of a Borrower-engaged third party such as the Manager, cause it to

provide, information reasonably requested by the Funding Lender pertaining to the Borrower, the Project or such third party (and portions of any other sections reasonably requested by the Funding Lender pertaining to the Borrower, the Project or the third party). The Borrower shall, if requested by the Funding Lender and the Servicer, certify in writing that the Borrower has carefully examined those portions of such Secondary Market Disclosure Document, pertaining to the Borrower, the Project or the Manager, and such portions (and portions of any other sections reasonably requested and pertaining to the Borrower, the Project or the Manager) do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; provided that the Borrower shall not be required to make any representations or warranties regarding any Provided Information obtained from a third party except with respect to information it provided to such parties. Furthermore, the Borrower hereby indemnifies the Funding Lender and the Servicer for any Liabilities to which any such parties may become subject to the extent such Liabilities arise out of or are based upon the use of the Provided Information in a Secondary Market Disclosure Document; provided that the Borrower shall not provide any indemnification regarding any Provided Information obtained from unrelated third parties except with respect to information it provided to such parties.

Section 9.1.4. Borrower Indemnity Regarding Filings. In connection with filings under the Exchange Act or the Securities Act, the Borrower shall (i) indemnify Funding Lender, the Governmental Lender and the underwriter group for any securities (the "Underwriter Group") for any Liabilities to which Funding Lender, the Servicer, the Governmental Lender, its officers and officials, or the Underwriter Group may become subject insofar as the Liabilities arise out of or are based upon the omission or alleged omission to state in the Provided Information of a material fact required to be stated in the Provided Information in order to make the statements in the Provided Information, in the light of the circumstances under which they were made not misleading and (ii) reimburse the Funding Lender, the Servicer, the Governmental Lender, the Underwriter Group and other indemnified parties listed above for any legal or other expenses reasonably incurred by the Funding Lender, the Servicer, the Governmental Lender or the Underwriter Group in connection with defending or investigating the Liabilities; provided that the Borrower shall not provide any indemnification regarding any Provided Information obtained from unrelated third parties except with respect to information it provided to such unrelated third parties.

Section 9.1.5. Indemnification Procedure. Promptly after receipt by an indemnified party under Sections 9.1.3 and 9.1.4 hereof of notice of the commencement of any action for which a claim for indemnification is to be made against the Borrower, such indemnified party shall notify the Borrower in writing of such commencement, but the omission to so notify the Borrower will not relieve the Borrower from any liability that it may have to any indemnified party hereunder except to the extent that failure to notify causes prejudice to the Borrower. In the event that any action is brought against any indemnified party, and it notifies the Borrower of the commencement thereof, the Borrower will be entitled, jointly with any other indemnifying party, to participate therein and, to the extent that it (or they) may elect by Written Notice delivered to the indemnified party promptly after receiving the aforesaid notice of commencement, to assume the defense thereof with counsel selected by the Borrower and reasonably satisfactory to such indemnified party in its sole discretion. After notice from the Borrower to such indemnified party under this Section 9.1.5, the Borrower shall not be responsible for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. No indemnified party shall settle or compromise any claim for which the Borrower may be liable hereunder without the prior Written Consent of the Borrower.

Section 9.1.6. Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in Section 9.1.4 hereof is for any reason held to be unenforceable by an indemnified party in respect of any Liabilities (or action in respect thereof) referred to therein which would otherwise be indemnifiable under Section 9.1.4 hereof, the Borrower shall contribute to the amount paid or payable by the indemnified party as a result of such Liabilities (or action in respect thereof); provided, however, that no Person guilty of fraudulent misrepresentation (within the meaning of Section 10(f) of the Securities Act) shall be entitled to contribution from any Person not guilty of such fraudulent misrepresentation. In determining the amount of contribution to which the respective parties are entitled, the following factors shall be considered: (i) the indemnified parties and the Borrower's relative knowledge and access to information concerning the matter with respect to which the claim was asserted; (ii) the opportunity to correct and prevent any statement or omission; and (iii) any other equitable considerations appropriate in the circumstances. The parties hereto hereby agree that it may not be equitable if the amount of such contribution were determined by pro rata or per capita allocation.

ARTICLE X

MISCELLANEOUS

Section 10.1. Notices. All notices, consents, approvals and requests required or permitted hereunder or under any other Borrower Loan Document or Funding Loan Document (a "notice") shall be deemed to be given and made when delivered by hand, by recognized overnight delivery service, confirmed facsimile transmission (provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day), or five (5) calendar days after deposited in the United States mail, registered or certified, postage prepaid, with return receipt requested, addressed as follows:

If to the Fiscal Agent:

Wilmington Trust, National Association
650 Town Center Drive, Suite 600
Costa Mesa, CA 92626-7121
Attention: Corporate Trust Service

If to the Borrower:

Richmond Nevin Associates, a California Limited
Partnership
c/o Pacific Companies
430 E. State Street, Suite 100
Eagle, Idaho 83616
Attention: Caleb J. Roope
Facsimile: (208) 461-0033

and to:

Central Valley Coalition for Affordable Housing
3351 M Street, Suite 100
Merced, California 95348
Attention: Christina Alley
Telephone: (209) 388-0782 ext. 302
Facsimile: (209) 385-3770

with a copy to: Haden Law Office
2241 N Street
Merced, California 95340-3614
Attention: Robert Haden
Telephone: (209) 723-3247
Facsimile: (209)722-5288

and a copy to: Boston Capital Direct Placement, A Limited
Partnership
c/o Boston Capital Partners
One Boston Place, 21st Floor
Boston, MA 02108
Attention: Asset Management (Richmond Nevin)

and a copy to: Holland & Knight
10 St. James Avenue, 11th Floor
Boston, Massachusetts 02116
Attention: Jennifer Whalen, Esq.
Telephone: (617) 855-1454

If to the Governmental Lender: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, California 94553
Attention: Assistant Deputy Director
Telephone: (925) 674-7888
Facsimile: (925) 674-7258

If to the Funding Lender: Citibank, N.A.
388 Greenwich Street, 8th Floor
New York, New York 10013
Attention: Transaction Management Group
Re: Twenty One and Twenty Three Nevin
Apartments
Deal No. 23913
Facsimile: (212) 723-8209

and to: Citibank, N.A.
325 East Hillcrest Drive, Suite 160
Thousand Oaks, California 91360
Attention: Operations Manager / Asset Manager
Re: Twenty One and Twenty Three Nevin
Apartments
Deal No. 23913
Facsimile: (805) 557-0924

prior to the Conversion Date,
with a copy to:

Citibank, N.A.
388 Greenwich Street, 8th Floor
New York, New York 10013
Attention: Account Specialist
Re: Twenty One and Twenty Three Nevin
Apartments
Deal No. 23913
Facsimile: (212) 723-8209

following the Conversion Date,
with a copy to:

Citibank N.A.
c/o Berkadia Commercial Servicing Department
323 Norristown Road, Suite 300
Ambler, Pennsylvania 19002
Attention: Client Relations Manager
Re: Twenty One and Twenty Three Nevin
Apartments
Deal No. 23913
Facsimile: (215) 328-0305

and a copy of any notices of
default sent to:

Citibank, N.A.
388 Greenwich Street
New York, New York 10013
Attention: General Counsel's Office
Re: Twenty One and Twenty Three Nevin
Apartments
Deal No. 23913
Facsimile: (646) 291-5754

Any party may change such party's address for the notice or demands required under this Borrower Loan Agreement by providing written notice of such change of address to the other parties by written notice as provided herein.

Section 10.2. Brokers and Financial Advisors. The Borrower hereby represents that it has dealt with no financial advisors, brokers, underwriters, placement agents, agents or finders in connection with the Borrower Loan, other than those disclosed to the Funding Lender and whose fees shall be paid by the Borrower pursuant to separate agreements. The Borrower and the Funding Lender shall indemnify and hold the other harmless from and against any and all claims, liabilities, costs and expenses of any kind in any way relating to or arising from a claim by any Person that such Person acted on behalf of the indemnifying party in connection with the transactions contemplated herein. The provisions of this Section 10.2 shall survive the expiration and termination of this Borrower Loan Agreement and the repayment of the Borrower Payment Obligations.

Section 10.3. Survival. This Borrower Loan Agreement and all covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the making by the Governmental Lender of the Borrower Loan and the execution and delivery to the Governmental Lender of the Borrower Note and the assignment of the Borrower Note to the Funding Lender, and shall continue in full force and effect so long as all or any of the Borrower Payment Obligations is unpaid. All the Borrower's covenants and agreements in this Borrower Loan Agreement shall inure to the benefit of the respective legal representatives, successors and assigns of the Governmental Lender, the Fiscal Agent the Funding Lender and the Servicer.

Section 10.4. Preferences. The Governmental Lender shall have the continuing and exclusive right to apply or reverse and reapply any and all payments by the Borrower to any portion of the Borrower Payment Obligations. To the extent the Borrower makes a payment to the Governmental Lender or the Servicer, or the Governmental Lender or the Servicer receives proceeds of any collateral, which is in whole or part subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Borrower Payment Obligations or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received by the Governmental Lender or the Servicer.

Section 10.5. Waiver of Notice. The Borrower shall not be entitled to any notices of any nature whatsoever from the Funding Lender, the Fiscal Agent or the Servicer except with respect to matters for which this Borrower Loan Agreement or any other the Borrower Loan Document specifically and expressly provides for the giving of notice by the Funding Lender, the Fiscal Agent or the Servicer, as the case may be, to the Borrower and except with respect to matters for which the Borrower is not, pursuant to applicable Legal Requirements, permitted to waive the giving of notice. The Borrower hereby expressly waives the right to receive any notice from the Funding Lender, the Fiscal Agent or the Servicer, as the case may be, with respect to any matter for which no Borrower Loan Document specifically and expressly provides for the giving of notice by the Funding Lender, the Fiscal Agent or the Servicer to the Borrower.

Section 10.6. Offsets, Counterclaims and Defenses. The Borrower hereby waives the right to assert a counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against it by the Funding Lender or the Servicer with respect to a Borrower Loan Payment. Any assignee of Funding Lender's interest in and to the Borrower Loan Documents or the Funding Loan Documents shall take the same free and clear of all offsets, counterclaims or defenses that are unrelated to the Borrower Loan Documents or the Funding Loan Documents which the Borrower may otherwise have against any assignor of such documents, and no such unrelated offset, counterclaim or defense shall be interposed or asserted by the Borrower in any action or proceeding brought by any such assignee upon such documents, and any such right to interpose or assert any such unrelated offset, counterclaim or defense in any such action or proceeding is hereby expressly waived by the Borrower.

Section 10.7. Publicity. The Funding Lender and the Servicer (and any Affiliates of either party) shall have the right to issue press releases, advertisements and other promotional materials describing the Funding Lender's or the Servicer's participation in the making of the Borrower Loan or the Borrower Loan's inclusion in any Secondary Market Transaction effectuated by the Funding Lender or the Servicer or one of its or their Affiliates. All news releases, publicity or advertising by the Borrower or any Borrower Affiliate through any media intended to reach the general public, which refers to the Borrower Loan Documents or the Funding Loan Documents, the Borrower Loan, the Funding Lender or the Servicer in a Secondary Market Transaction, shall be subject to the prior Written Consent of the Funding Lender or the Servicer, as applicable.

Section 10.8. Construction of Documents. The parties hereto acknowledge that they were represented by counsel in connection with the negotiation and drafting of the Borrower Loan Documents and the Funding Loan Documents and that the Borrower Loan Documents and the Funding Loan Documents shall not be subject to the principle of construing their meaning against the party that drafted them.

Section 10.9. No Third Party Beneficiaries. The Borrower Loan Documents and the Funding Loan Documents are solely for the benefit of the Governmental Lender, the Funding Lender, the Servicer, the Fiscal Agent and the Borrower and, with respect to Sections 9.1.3 and 9.1.4 hereof, the Underwriter Group, and nothing contained in any Borrower Loan Document shall be deemed to confer upon anyone other than the Governmental Lender, the Funding Lender, the Fiscal Agent, the Servicer, and the Borrower any right to insist upon or to enforce the performance or observance of any of the obligations contained therein.

Section 10.10. Assignment. The Borrower Loan, the Security Instrument, the Borrower Loan Documents and the Funding Loan Documents and all Funding Lender's or the Fiscal Agent's rights, title, obligations and interests therein may be assigned by the Funding Lender or the Fiscal Agent, as appropriate, at any time in its sole discretion, whether by operation of law (pursuant to a merger or other successor in interest) or otherwise, subject in any event to the provisions of Section 2.4 of the Funding Loan Agreement. Upon such assignment, all references to Funding Lender or the Fiscal Agent, as appropriate, in this Borrower Loan Agreement and in any Borrower Loan Document shall be deemed to refer to such assignee or successor in interest and such assignee or successor in interest shall thereafter stand in the place of the Funding Lender or the Fiscal Agent, as appropriate. The Borrower shall accord full recognition to any such assignment, and all rights and remedies of Funding Lender in connection with the interest so assigned shall be as fully enforceable by such assignee as they were by Funding Lender before such assignment. In connection with any proposed assignment, Funding Lender may disclose to the proposed assignee any information that the Borrower has delivered, or caused to be delivered, to Funding Lender with reference to the Borrower, General Partner, Guarantor or any Borrower Affiliate, or the Project, including information that the Borrower is required to deliver to Funding Lender pursuant to this Borrower Loan Agreement, provided that such proposed assignee agrees to treat such information as confidential. The Borrower may not assign its rights, interests or obligations under this Borrower Loan Agreement or under any of the Borrower Loan Documents or Funding Loan Documents, or the Borrower's interest in any moneys to be disbursed or advanced hereunder, except only as may be expressly permitted hereby.

Section 10.11. [Intentionally Omitted].

Section 10.12. Governmental Lender, Funding Lender and Servicer Not in Control; No Partnership. None of the covenants or other provisions contained in this Borrower Loan Agreement shall, or shall be deemed to, give the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer the right or power to exercise control over the affairs or management of the Borrower, the power of the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer being limited to the rights to exercise the remedies referred to in the Borrower Loan Documents and the Funding Loan Documents. The relationship between the Borrower and the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Borrower Loan Documents or the Funding Loan Documents is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between the Borrower and the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer or to create an equity in the Project in the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer. Neither the Governmental Lender, the Funding Lender, the Fiscal Agent nor the Servicer undertakes or assumes any responsibility or duty to the Borrower or to any other person with respect to the Project or the Borrower Loan, except as expressly provided in the Borrower Loan Documents or the Funding Loan Documents; and notwithstanding any other provision of the Borrower Loan Documents and the Funding Loan Documents: (1) the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer are not, and shall not be construed as, a partner, joint venturer,

alter ego, manager, controlling person or other business associate or participant of any kind of the Borrower or its stockholders, members, or partners and the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer do not intend to ever assume such status; (2) the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer shall in no event be liable for any the Borrower Payment Obligations, expenses or losses incurred or sustained by the Borrower; and (3) the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer shall not be deemed responsible for or a participant in any acts, omissions or decisions of the Borrower, the Borrower Controlling Entities or its stockholders, members, or partners. The Governmental Lender, the Funding Lender, the Fiscal Agent, the Servicer and the Borrower disclaim any intention to create any partnership, joint venture, agency or common interest in profits or income between the Governmental Lender, the Funding Lender, the Servicer, the Fiscal Agent and the Borrower, or to create an equity interest in the Project in the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer, or any sharing of liabilities, losses, costs or expenses.

Section 10.13. Release. The Borrower hereby acknowledges that it is executing this Borrower Loan Agreement and each of the Borrower Loan Documents and the Funding Loan Documents to which it is a party as its own voluntary act free from duress and undue influence.

Section 10.14. Term of Borrower Loan Agreement. This Borrower Loan Agreement shall be in full force and effect until all payment obligations of the Borrower hereunder have been paid in full and the Borrower Loan and the Funding Loan have been retired or the payment thereof has been provided for; except that on and after payment in full of the Borrower Note, this Borrower Loan Agreement shall be terminated, without further action by the parties hereto; provided, however, that the obligations of the Borrower under Sections 5.11 (Governmental Lender's and Funding Lender's Fees), 5.14 (Expenses), 5.15 (Indemnity), 9.1.3, 9.1.4, 9.1.5, 9.1.6 and 10.15 (Reimbursement of Expenses) hereof, as well as under Section 5.7 of the Construction Funding Agreement, shall survive the termination of this Borrower Loan Agreement.

Section 10.15. Reimbursement of Expenses. If, upon or after the occurrence of any Event of Default or Potential Default, the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer shall employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained herein, the Borrower will on demand therefor reimburse the Governmental Lender, the Funding Lender, the Fiscal Agent and the Servicer for fees of such attorneys and such other expenses so incurred.

The Borrower's obligation to pay the amounts required to be paid under this Section 10.15 shall be subordinate to its obligations to make payments under the Borrower Note.

Section 10.16. Permitted Contests. Notwithstanding anything to the contrary contained in this Borrower Loan Agreement, Borrower shall have the right to contest or object in good faith to any claim, demand, levy or assessment (other than in respect of Debt or Contractual Obligations of Borrower under any Borrower Loan Document or Related Document) by appropriate legal proceedings that are not prejudicial to Funding Lender's rights, but this shall not be deemed or construed as in any way relieving, modifying or providing any extension of time with respect to Borrower's covenant to pay and comply with any such claim, demand, levy or assessment, unless Borrower shall have given prior Written Notice to the Governmental Lender and the Funding Lender of Borrower's intent to so contest or object thereto, and unless (i) Borrower has, in the Governmental Lender's and the Funding Lender's judgment, a reasonable basis for such contest, (ii) Borrower pays when due any portion of the claim, demand, levy or assessment to which Borrower does not object, (iii) Borrower demonstrates to

Funding Lender's satisfaction that such legal proceedings shall conclusively operate to prevent enforcement prior to final determination of such proceedings, (iv) Borrower furnishes such bond, surety, undertaking or other security in connection therewith as required by law, or as requested by and satisfactory to Funding Lender, to stay such proceeding, which bond, surety, undertaking or other security shall be issued by a bonding company, insurer or surety company reasonably satisfactory to Funding Lender and shall be sufficient to cause the claim, demand, levy or assessment to be insured against by the Title Company or removed as a lien against the Project, (v) Borrower at all times prosecutes the contest with due diligence, and (vi) Borrower pays, promptly following a determination of the amount of such claim, demand, levy or assessment due and owing by Borrower, the amount so determined to be due and owing by Borrower. In the event that Borrower does not make, promptly following a determination of the amount of such claim, demand, levy or assessment due and owing by Borrower, any payment required to be made pursuant to clause (vi) of the preceding sentence, an Event of Default shall have occurred, and Funding Lender may draw or realize upon any bond or other security delivered to Funding Lender in connection with the contest by Borrower, in order to make such payment.

Section 10.17. Funding Lender Approval of Instruments and Parties. All proceedings taken in accordance with transactions provided for herein, and all surveys, appraisals and documents required or contemplated by this Borrower Loan Agreement and the persons responsible for the execution and preparation thereof, shall be satisfactory to and subject to approval by Funding Lender. Funding Lender's approval of any matter in connection with the Project shall be for the sole purpose of protecting the security and rights of Funding Lender. No such approval shall result in a waiver of any default of Borrower. In no event shall Funding Lender's approval be a representation of any kind with regard to the matter being approved.

Section 10.18. Funding Lender Determination of Facts. Funding Lender shall at all times be free to establish independently, to its reasonable satisfaction, the existence or nonexistence of any fact or facts, the existence or nonexistence of which is a condition of this Borrower Loan Agreement.

Section 10.19. Calendar Months. With respect to any payment or obligation that is due or required to be performed within a specified number of Calendar Months after a specified date, such payment or obligation shall become due on the day in the last of such specified number of Calendar Months that corresponds numerically to the date so specified; provided, however, that with respect to any obligation as to which such specified date is the 29th, 30th or 31st day of any Calendar Month: if the Calendar Month in which such payment or obligation would otherwise become due does not have a numerically corresponding date, such obligation shall become due on the first day of the next succeeding Calendar Month.

Section 10.20. Determinations by Lender. Except to the extent expressly set forth in this Borrower Loan Agreement to the contrary, in any instance where the consent or approval of the Governmental Lender and the Funding Lender may be given or is required, or where any determination, judgment or decision is to be rendered by the Governmental Lender and the Funding Lender under this Borrower Loan Agreement, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision shall be made or exercised by the Governmental Lender and the Funding Lender, as applicable (or its designated representative) at its sole and exclusive option and in its sole and absolute discretion.

Section 10.21. Governing Law. This Borrower Loan Agreement shall be governed by and enforced in accordance with the laws of the State, without giving effect to the choice of law

principles of the State that would require the application of the laws of a jurisdiction other than the State.

Section 10.22. Consent to Jurisdiction and Venue. Borrower agrees that any controversy arising under or in relation to this Borrower Loan Agreement shall be litigated exclusively in the State. The state and federal courts and authorities with jurisdiction in the State shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Borrower Loan Agreement. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. However, nothing herein is intended to limit Beneficiary Parties' right to enforce a judgment under this Borrower Loan Agreement against Borrower or any of Borrower's assets in any court of any other jurisdiction where Borrower's assets are located.

Section 10.23. Successors and Assigns. This Borrower Loan Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate. The terms used to designate any of the parties herein shall be deemed to include the heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate, of such parties. References to a "person" or "persons" shall be deemed to include individuals and entities.

Section 10.24. Severability. The invalidity, illegality or unenforceability of any provision of this Borrower Loan Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

Section 10.25. Entire Agreement; Amendment and Waiver. This Borrower Loan Agreement contains the complete and entire understanding of the parties with respect to the matters covered. This Borrower Loan Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Borrower Loan Agreement shall be considered as a general waiver. Without limiting the generality of the foregoing, no Disbursement shall constitute a waiver of any conditions to the Governmental Lender's or the Funding Lender's obligation to make further Disbursements nor, in the event Borrower is unable to satisfy any such conditions, shall any such waiver have the effect of precluding the Governmental Lender or the Funding Lender from thereafter declaring such inability to constitute a Potential Default or Event of Default under this Borrower Loan Agreement.

Section 10.26. Counterparts. This Borrower Loan Agreement may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

Section 10.27. Captions. The captions of the sections of this Borrower Loan Agreement are for convenience only and shall be disregarded in construing this Borrower Loan Agreement.

Section 10.28. Servicer. Borrower hereby acknowledges and agrees that, pursuant to the terms of Section 39 of the Security Instrument: (a) from time to time, the Governmental Lender or the Funding Lender may appoint a servicer to collect payments, escrows and deposits, to give and to receive notices under the Borrower Note, this Borrower Loan Agreement or the other Borrower Loan Documents, and to otherwise service the Borrower Loan and (b) unless Borrower receives Written Notice from the Governmental Lender or the Funding Lender to the

contrary, any action or right which shall or may be taken or exercised by the Governmental Lender or the Funding Lender may be taken or exercised by such servicer with the same force and effect.

Section 10.29. Beneficiary Parties as Third Party Beneficiary. Each of the Beneficiary Parties shall be a third party beneficiary of this Borrower Loan Agreement for all purposes.

Section 10.30. Waiver of Trial by Jury. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF BORROWER AND THE BENEFICIARY PARTIES (A) AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS BORROWER LOAN AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

IF FOR ANY REASON THIS WAIVER IS DETERMINED TO BE UNENFORCEABLE, ALL DISPUTES WILL BE RESOLVED BY JUDICIAL REFERENCE PURSUANT TO THE PROCEDURES SET FORTH IN THE SECURITY INSTRUMENT.

Section 10.31. Time of the Essence. Time is of the essence with respect to this Borrower Loan Agreement.

Section 10.32. Modifications. Modifications (if any) to this Borrower Loan Agreement ("Modifications") are set forth on Exhibit A attached to this Borrower Loan Agreement. In the event of a Transfer under the terms of the Security Instrument, some or all of the Modifications to this Borrower Loan Agreement may be modified or rendered void by the Funding Lender at its option by notice to Borrower or such transferee (with a copy to the Governmental Lender).

Section 10.33. Reference Date. This Borrower Loan Agreement is dated for reference purposes only as of December 1, 2017, and will not be effective and binding on the parties hereto unless and until the Closing Date (as defined herein) occurs.

ARTICLE XI

LIMITATIONS ON LIABILITY

Section 11.1. Limitation on Liability. Notwithstanding anything to the contrary herein, the liability of the Borrower hereunder and under the other Borrower Loan Documents and the Funding Loan Documents shall be limited to the extent set forth in the Borrower Note.

Section 11.2. Limitation on Liability of Governmental Lender. The Governmental Lender shall not be obligated to pay the principal (or prepayment price) of or interest on the Funding Loan, except from moneys and assets received by the Fiscal Agent or the Funding Lender on behalf of the Governmental Lender pursuant to this Borrower 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 Governmental Lender is pledged to the payment of the principal (or prepayment price) of or interest on the Funding Loan. The Governmental Lender 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 Borrower Loan Agreement or the Funding Loan Agreement, except only to the extent amounts are received for the payment thereof from the Borrower under this Borrower Loan Agreement.

The Borrower hereby acknowledges that the Governmental Lender's sole source of moneys to repay the Funding Loan will be provided by the payments made by the Borrower pursuant to this Borrower Loan Agreement, together with investment income on certain funds and accounts held by the Fiscal Agent under the Funding Loan Agreement, and hereby agrees that if the payments to be made hereunder shall ever prove insufficient to pay all principal (or prepayment price) of and interest on the Funding Loan as the same shall become due (whether by maturity, redemption, acceleration or otherwise), then upon notice from the Fiscal Agent, the Funding Lender or the Servicer, 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 prepayment price) of or interest on the Funding Loan, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Fiscal Agent, the Funding Lender, the Borrower, the Governmental Lender or any third party, subject to any right of reimbursement from the Fiscal Agent, the Funding Lender, the Governmental Lender or any such third party, as the case may be, therefor.

Section 11.3. Waiver of Personal Liability. No member of the Board of Supervisors, officer, agent or employee of the Governmental Lender shall be individually or personally liable for the payment of any principal (or prepayment price) of or interest on the Funding Loan or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Borrower Loan Agreement; but nothing herein contained shall relieve any such member of the Board of Supervisors, officer, agent or employee from the performance of any official duty provided by law or by this Borrower Loan Agreement.

Section 11.4. Limitation on Liability of Governmental Lender's or Funding Lender's Commissioners, Officers, Employees, Etc.

(a) Borrower assumes all risks of the acts or omissions of the Governmental Lender and the Funding Lender, provided, however, this assumption is not intended to, and shall not, preclude the Borrower from pursuing such rights and remedies as it may have against the Governmental Lender and the Funding Lender at law or under any other agreement. None of Governmental Lender, the Fiscal Agent and the Funding Lender, nor the other Beneficiary Parties or their respective Supervisors, officers, directors, employees or agents shall be liable or responsible for (i) for any acts or omissions of the Governmental Lender and the Funding Lender; or (ii) the validity, sufficiency or genuineness of any documents, or endorsements, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged. In furtherance and not in limitation of the foregoing, the Governmental Lender and the Funding Lender may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, unless acceptance in light of such notice or information constitutes gross negligence or willful misconduct on the part of the Funding Lender, or willful misconduct of the Governmental Lender.

(b) None of the Governmental Lender, the Fiscal Agent, the Funding Lender, the other Beneficiary Parties or any of their respective Supervisors, officers, directors, employees or agents shall be liable to any contractor, subcontractor, supplier, laborer, architect, engineer or any other party for services performed or materials supplied in connection with the Project. The Governmental Lender and the Funding Lender shall not be liable for any debts or claims accruing in favor of any such parties against the Borrower or others or against the Project. Borrower is not and shall not be an agent of the Governmental Lender and the Funding Lender for any purpose. Neither the Governmental Lender nor the Funding Lender is a joint venture partner with Borrower in any manner whatsoever. Prior to default by Borrower under this Borrower Loan Agreement and the exercise of remedies granted herein, the Governmental

Lender and the Funding Lender shall not be deemed to be in privity of contract with any contractor or provider of services to the Project, nor shall any payment of funds directly to a contractor, subcontractor or provider of services be deemed to create any third party beneficiary status or recognition of same by the Governmental Lender and the Funding Lender. Approvals granted by the Governmental Lender and the Funding Lender for any matters covered under this Borrower Loan Agreement shall be narrowly construed to cover only the parties and facts identified in any written approval or, if not in writing, such approvals shall be solely for the benefit of Borrower.

(c) Any obligation or liability whatsoever of the Governmental Lender and the Funding Lender that may arise at any time under this Borrower Loan Agreement or any other Borrower Loan Document shall be satisfied, if at all, out of the Funding Lender's assets only. No such obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the Project or any of the Governmental Lender's or the Funding Lender's shareholders (if any), directors, Supervisors, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

Section 11.5. Delivery of Reports, Etc. The delivery of reports, information and documents to the Governmental Lender and the Funding Lender as provided herein is for informational purposes only and the Governmental Lender's and the Funding Lender's receipt of such shall not constitute constructive knowledge of any information contained therein or determinable from information contained therein. The Governmental Lender and the Funding Lender shall have no duties or responsibilities except those that are specifically set forth herein, and no other duties or obligations shall be implied in this Borrower Loan Agreement against the Governmental Lender and the Funding Lender.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Borrower Loan Agreement or caused this Borrower Loan Agreement to be duly executed and delivered by its authorized representative as of the date first set forth above.

BORROWER:

RICHMOND NEVIN ASSOCIATES, A
CALIFORNIA LIMITED PARTNERSHIP,

By: TPC Holdings VI, LLC,
an Idaho limited liability company
Its: Administrative General Partner

By: _____
Caleb Roope,
Manager

By: Central Valley Coalition for Affordable
Housing, a California nonprofit public benefit
corporation
Its: Managing General Partner

By: _____
Christina Alley,
Chief Executive Officer

03007.38:J14344

[Signature page – Borrower Loan Agreement – Twenty One and Twenty Three Nevin Apartments]

GOVERNMENTAL LENDER:

COUNTY OF CONTRA COSTA,
CALIFORNIA

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

03007.38;J14344

[Signature page – Borrower Loan Agreement – Twenty One and Twenty Three Nevin Apartments]

Agreed to and Acknowledged by:

FUNDING LENDER:

CITIBANK, N.A.,

By: _____
Michael Hemmens,
Authorized Signatory

03007.38;J14344

[Signature page – Borrower Loan Agreement – Twenty One and Twenty Three Nevin Apartments]

EXHIBIT A
MODIFICATIONS TO BORROWER LOAN AGREEMENT

**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

**RICHMOND NEVIN ASSOCIATES,
A CALIFORNIA LIMITED PARTNERSHIP**

dated as of December 1, 2017

relating to:

**County of Contra Costa
Limited Obligation Multifamily Housing Revenue Note
(Twenty One and Twenty Three Nevin Apartments), Series 2017B**

and

**County of Contra Costa
Limited Obligation Multifamily Housing Revenue Subordinate Bonds
(Twenty One and Twenty Three Nevin Apartments), Series 2017B-B1**

and

**County of Contra Costa
Limited Obligation Multifamily Housing Revenue Subordinate Bonds
(Twenty One and Twenty Three Nevin Apartments), Series 2017B-B2**

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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 December 1, 2017, is by and between the COUNTY OF CONTRA COSTA, CALIFORNIA, a public 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 "County"), and RICHMOND NEVIN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP (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 County proposes to execute and deliver (i) its County of Contra Costa Limited Obligation Multifamily Housing Revenue Note (Twenty One and Twenty Three Nevin Apartments), Series 2017B (the "County Note"), pursuant to a Funding Loan Agreement, dated as of December 1, 2017 (the "Funding Loan Agreement") among Citibank, N.A., as Funding Lender (the "Funding Lender"), Wilmington Trust, National Association, as Fiscal Agent, and the County, (ii) its Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B1 (the "B-B1 Bonds"), pursuant to an Indenture of Trust, dated as of December 1, 2017 (the "B-B1 Indenture"), between the County and Wilmington Trust, National Association, as trustee (the "Subordinate Bonds Trustee"), and (iii) its Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B2 (the "B-B2 Bonds" and together with the B-B1 Bonds, the "Subordinate Bonds"; the Subordinate Bonds together with the County Note being herein collectively referred to as the "Obligations"), pursuant to an Indenture of Trust, dated as of December 1, 2017 (the "B-B2 Indenture" and together with the B-B1 Indenture, the "Subordinate Indentures"), between the County and the Subordinate Bonds Trustee; and

WHEREAS, the proceeds of the County Note are being used to fund a senior loan (the "Senior Loan") to the Borrower pursuant to the terms of the Borrower Loan Agreement, dated as of December 1, 2017 (as supplemented and amended from time to time, the "Borrower Loan Agreement"), between the County and the Borrower, and the proceeds of the Subordinate Bonds are being used to fund two separate, subordinate loans (collectively, the "Subordinate Loans" and, together with the Senior Loan, the "Loans") to the Borrower each pursuant to a separate Financing Agreement, dated as of December 1, 2017 (collectively, the Subordinate Loan Agreements"), all in order to enable the Borrower to finance the acquisition and construction of a multifamily rental housing development known or to be known as Twenty One and Twenty Three Nevin Apartments, consisting of 271 units (including 3 manager's units) of rental housing to be located on the real property described in Exhibit A hereto (as further described herein, the "Project"); and

WHEREAS, in order to assure the County, and the owner of the County Note and the owners of the Subordinate Bonds, that interest on the Obligations will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and to satisfy the public purposes for which the Obligations are authorized to be executed and delivered under the Act, and to satisfy the purposes of the

County in determining to execute and deliver the Obligations, certain limits on the occupancy of units in the Project need to be established and certain other requirements need to be met.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the execution and delivery of the County Note and the issuance of the Subordinate Bonds by the County, 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 County 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, in Section 1.1 of the Funding Loan Agreement, or in Sections 1.01 of the Subordinate Indentures (as such Funding Loan Agreement and Subordinate Indentures are referred to in the Recitals to this Agreement).

“Administrator” means the County or any administrator or program monitor appointed by the County to administer this Regulatory Agreement and any successor administrator appointed by the County.

“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 is 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 Obligations 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 Resolution” means CDLAC Resolution No. 17-____ attached hereto as Exhibit E, adopted on December 13, 2017 and relating to the Project, as such resolution 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 County 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 County to the Borrower, or as otherwise approved by the County.

“City” means the City of Richmond, California.

“Closing Date” has the meaning given to such term in the Funding Loan Agreement.

“Completion Certificate” means the certificate of completion of the construction of the Project required to be delivered to the County 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 construction of the Project, 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.

“Conversion Date” has the meaning given to such term in the Construction Funding Agreement.

“County” means the County of Contra Costa, California.

“County Annual Fee” means, for the period from the Closing Date to but not including December 1, 2018, an amount equal to one-eighth of one percent (1/8%) of the maximum principal amount of the Obligations as of the Closing Date; and, thereafter, on each December 1 during the remainder of the Compliance Period, commencing December 1, 2018, an amount equal to the greater of (a) one-eighth of one percent of the then outstanding principal amount of the Obligations, or (b) \$5,000. For purposes of this definition, so long as the B-B1 Bonds and the B-B2 Bonds are both outstanding, the phrase “principal amount of the Obligations” each time it appears shall not include that portion of the B-B2 Bonds that is to be drawn, pursuant to the terms of the third paragraph of Section 2.01(g) of the B-B2 Indenture, solely for the redemption of the B-B1 Bonds or the repayment of the B-B1 Bonds upon the final maturity thereof.

“County Issuance Fee” means an amount equal to one-eighth of one percent (1/8%) of the maximum principal amount of the Obligations as of the Closing Date, other than the portion of the B-B2 Bonds that is to be used, pursuant to the third paragraph of Section 2.01(g) of the B-B2 Indenture, for the payment at maturity or the redemption of the B-B1 Bonds.

“Equity Investor” has the meaning given to such term in the Borrower Loan Agreement.

“FOCUS Program” means (a) the FOCUS Compliance Verification Program (user’s guide located at focus.housingcompliance.org) utilized by the County to verify the Borrower’s compliance with various requirements of this Regulatory Agreement; or (b) any similar program used by the County, 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 Act" or "Housing Law" 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 County to the Borrower, or as otherwise approved by the County.

"Inducement Date" means October 17, 2017, being the date on which the Board of Supervisors of the County adopted Resolution No. 2017/262, expressing its intent to incur the Obligations to provide financing for the Project.

"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. The initial Manager is _____.

"Project" means the 271 units (including 3 managers' units) of rental housing constituting the development known or to be known as Twenty One and Twenty Three Nevin Apartments, located on the real property site described in Exhibit A hereto, and consisting of those facilities, including the Borrower's fee interest in the real property described in Exhibit A hereto, structures, buildings, fixtures or equipment, as may at any time exist on such real property, the acquisition and construction of which is to be financed, in whole or in part, from the proceeds of the Obligations or the proceeds of any payment by the Borrower pursuant to the Borrower Loan Agreement or either of the Subordinate Loan Agreements, 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 such facilities.

"Project Costs" means, to the extent authorized by the Act, any and all costs and expenses incurred by the Borrower with respect to the acquisition, financing, construction and/or operation of the Project, whether paid or incurred prior to or after the Closing Date, including, without limitation, costs for the acquisition of property, the cost of consultant, accounting and legal services, appraisal costs, other expenses necessary or incident to the acquisition and construction of the Project, and administrative expenses, and interest on the Loans.

“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 the construction of the Project 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 construction of the Project shall not be a Qualified Project Cost; and provided still further that if any portion of the Project is being constructed 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 constructing the Project (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 Project, 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 construction of the Project or payments received by such Affiliated Party due to early completion of the Project; (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 Funding Loan or the Borrower Loan, such costs were (A) costs of issuance of the Obligations, (B) preliminary capital expenditures (within the meaning of United States Treasury Regulations §1.139-2(f)(2)) with respect to the Project (such as architectural, engineering and soil testing services) incurred before commencement of the construction of the Project that do not exceed twenty percent (20%) of the issue price of the portion of the Obligations as of the Closing Date (as defined in United States Treasury Regulations §1.148-1), or (C) were capital expenditures with respect to the Project that are reimbursed no later than eighteen (18) months after the later of the date the expenditure was paid or the date the Project is placed in service (but no later than three (3) years after the expenditure is paid). “Qualified Project Costs” shall not include costs related to the acquisition or construction of any commercial space, or any office space not functionally related to the dwelling units in the Project.

“Qualified Project Period” means the period beginning on the first date on which at least ten percent (10%) of the units in the Project are first occupied, 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 Project are first occupied; (b) the first date on which no Tax-Exempt private activity bonds with respect to the Project are Outstanding; or (c) the date on which any assistance provided with respect to the Project under Section 8 of the Housing Act terminates. For purposes of clause (b), the term “private activity bond” has the meaning contemplated in Section 142(d)(2)(A)(ii) of the Code.

“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 Obligations, that such interest is excluded from gross income for federal income tax purposes; provided, however, that: (a) such interest may be included in gross income of any owner of one or more of the Obligations that is a “substantial user” of the Project or a “related person” within the meaning of Section 147(a) of the Code; and (b) 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 County, the Subordinate Bonds Trustee, the Bondowner Representative or the Funding Lender 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 Loans to be applied in a manner contrary to the requirements of the Borrower Loan Agreement, the Subordinate Loan Agreements and this 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 Obligations, or the exemption from California personal income taxation of the interest on the Obligations 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 Tax Counsel filed with the County, the Funding Lender, the Subordinate Bonds Trustee 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 Obligations.

(e) The acquisition by the Borrower of a fee interest in the site on which the Project is located and the commencement of the construction of the Project 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 Loans pursuant to which the Borrower is obligated to expend at least five percent (5%) of the \$120,000,000 maximum principal amount of the Loans (other than the portion to be used to redeem or pay at maturity the B-B1 Bonds).

(f) The Borrower will proceed with due diligence to complete the construction of the Project and the full expenditure of the proceeds of the Loans. The Borrower reasonably expects to complete the acquisition and construction of the Project and to expend the full \$120,000,000 principal amount of the Loans (other than the portion to be used to redeem or pay at maturity the B-B1 Bonds) by _____, ____.

(g) The Borrower's reasonable expectations respecting the total expenditure of the proceeds of the Loans have been accurately set forth in a certificate of the Borrower delivered to the County on the Closing Date. At all times, the aggregate disbursements of the proceeds of the Loans (other than the portion to be used to redeem or pay at maturity the B-B1 Bonds) 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 5.35 of the Borrower Loan Agreement and Sections 2.4 of the Subordinate Loan Agreements, 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 Obligations have both 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 Obligations in the prior five-year period (or, with respect to the final such report following the repayment of the Obligations, 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 Obligations, 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 County, 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, the Borrower shall deliver to the County (with a copy to the Funding Lender and to the Subordinate Bonds Trustee) a duly executed Completion Certificate.

(j) The Borrower acknowledges that the County has appointed the Administrator to administer this Regulatory Agreement and to monitor performance by the Borrower of the terms, provisions and requirements hereof. The Borrower shall comply with any reasonable request by the County or the Administrator to deliver to any such Administrator, in addition to or instead of the County, 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 County.

(k) Within thirty (30) days after the date on which fifty percent (50%) of the dwelling units in the Project are first occupied, the Borrower will submit to the County (with a copy to the Funding Lender and to the Subordinate Bonds Trustee), and will cause to be recorded in the County Recorder's office, a duly executed and completed Certificate as to Commencement of Qualified Project Period in the form of Exhibit F hereto.

(l) Money on deposit in any fund or account in connection with the Loans or the Obligations, 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 any of the Obligations 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 Obligations from being "arbitrage bonds" under the Code.

(m) All of the proceeds of the Loans (other than the portion to be used to redeem or pay at maturity the B-B1 Bonds) 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 Loans (other than the portion to be used to redeem or pay at maturity the B-B1 Bonds) will be used to pay issuance costs of the Obligations, within the meaning of Section 147(g) of the Code.

(n) No portion of the proceeds of the Obligations 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 portion of the proceeds of the Obligations shall be used for an office unless the office is located on the premises of the facilities constituting the 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.

(o) In accordance with Section 147(b) of the Code, the average maturity of the Obligations (other than the portion of the B-B2 Bonds to be used to redeem or pay at maturity the B-B1 Bonds) does not exceed 120% of the average reasonably expected remaining economic life of the facilities being financed by the Borrower Loan.

(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 Costs of Funding and all costs of issuance of the Subordinate Bonds.

(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, in the Funding Loan Agreement and in the Subordinate Loan Agreements relating to the Project.

(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 Sections 5.34 and 5.35 of the Borrower Loan Agreement, and Sections 2.5 of the Subordinate Loan Agreements.

(u) The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions contemplated by this Regulatory Agreement; that it is familiar with the provisions of all of the documents and instruments relating to the Obligations, the Loans and the Funding Loan Documents 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 County for any guidance or expertise in analyzing the financial or other consequences of such financing transactions or otherwise relied on the County in any manner except to issue the Obligations in order to provide funds to assist the Borrower in acquiring and constructing the 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 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 three units set aside for resident managers or other administrative use) will be similarly constructed units, and each dwelling unit in the Project will contain 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 County).

(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 three units may be set aside for resident managers 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, or (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.

(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 County from enforcing the requirements of the Code and 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 Loans or, if permitted under the provisions of the Borrower Loan Agreement and the Subordinate Loan Agreements, 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 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 County hereby elects to have the 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 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.

(b) No tenant qualifying as a Low Income Tenant upon initial occupancy shall be denied continued occupancy of a unit in the 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 County, 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 County, 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 County, 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 Administrator.

(e) The Borrower will maintain complete and accurate records pertaining to the Low Income Units, and will permit any duly authorized representative of the Administrator, the County, the Funding Lender, the Subordinate Bonds Trustee, the Department of the Treasury or the Internal Revenue Service to inspect the books and records of the Borrower pertaining to the Project, 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 County, 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 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).

(g) For the Compliance Period, all tenant leases or rental agreements shall be subordinate to this Regulatory Agreement. 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 Funding Lender, the Subordinate Bonds Trustee, or the Administrator on behalf of the County, 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 Obligations. The Borrower and the County, as applicable, each hereby represents, warrants and agrees as follows:

(a) The Borrower and the County 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 Obligations 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 County will file of record such documents and take such other steps as are necessary, in the written opinion of Tax Counsel filed with the County (with a copy to the Borrower the Funding Lender and the Subordinate Bonds Trustee), in order to insure that the requirements and restrictions of this Regulatory Agreement will be binding upon all owners of the 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)(B) of the Act, forty percent (40%) 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 60 percent or less of area median income, within the meaning of Section 52080(a)(1)(B) 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 sixty 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 County. The County 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 Regulatory 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 County 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 prepayment or redemption of the Obligations, 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 prepayment or redemption of the Obligations, 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 County to monitor the Borrower's compliance with the provisions of paragraph (f), or that the County shall have any liability whatsoever in the event of the failure by the Borrower to comply with any of the provisions of this Regulatory 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 County as grantee.

Section 7. Requirements of the County. 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 County 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 County, 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 Funding Loan Agreement) and during business hours by representatives of the County.

(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 three units in the Project occupied by resident managers.

(d) The Borrower shall pay directly to the County (i) on the Closing Date the County Issuance Fee and the County Annual Fee for the period from the Closing Date to but not including December 1, 2018, and (ii) on each December 1, on and after December 1, 2018, the County Annual Fee; without in either case any requirement for notice or billing of the amount due. In addition, the Borrower shall pay to the County promptly following receipt of an invoice that reasonably identifies the relevant expenses and the amounts thereof, any out of pocket expenses incurred by the County in connection with the Obligations, the Funding Loan Agreement, the Borrower Loan Agreement, the Subordinate Indentures, the Subordinate Loan Agreements or this Regulatory 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 County: (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 County in order to comply with reporting requirements of the Internal Revenue Service or the State.

(h) The Borrower shall pay to the County, to the extent not paid pursuant to the Borrower Loan Agreement or the Subordinate Loan Agreements, all of the amounts required by Sections 2.5 and 5.14 of (and otherwise under) the Borrower Loan Agreement and Sections 2.2(p), 4.2, 4.3(b), 4.3(c), 4.3(d) and 6.1 of the Subordinate Loan Agreements, and shall indemnify the County as provided in Section 9 hereof, Sections 6.1 of the Subordinate Loan Agreements and Section 5.15 of the Borrower Loan Agreement.

(i) The County 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 any of the terms, provisions and requirements hereof. Following any such appointment, the Borrower shall comply with any request by the County to deliver to such Administrator, in addition to or instead of the County, 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 County.

(j) The Borrower shall submit its written management policies with respect to the Project, if any, to the County 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 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. 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 County.

(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 any of the Obligations by means of the issuance of bonds or other obligations by any governmental body other than the County.

(o) Each of the requirements of Sections 3, 4 and 6 hereof is hereby incorporated as a specific requirement of the County, whether or not required by California or federal law.

(p) The requirements of Section 6 and this Section 7 shall be in effect for the Compliance Period.

Any of the foregoing requirements of the County contained in this Section 7 may be expressly waived by the County in writing, but (i) no waiver by the County 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 County 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 any of the Obligations for federal income tax purposes; and (ii) any requirement of this Section 7 shall be void and of no force and effect if the County and the Borrower receive a written opinion of Bond Counsel to the effect that compliance with any such requirement would cause interest on any of the Obligations 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 County hereby agree as follows:

(a) To the extent any amendments to the Act, the Regulations or the Code shall, in the written opinion of Tax Counsel filed with the County, the Funding Lender, the Subordinate Bonds Trustee and the Borrower, retroactively impose requirements upon the County, the Funding Lender, the Subordinate Bonds Trustee of the 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 Obligations, 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 Tax Counsel filed with the County, the Funding Lender, the Subordinate Bonds Trustee and the Borrower, impose requirements upon the ownership or operation of the 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 County, in its sole discretion, the Borrower, and only upon receipt by the County of the written opinion of Tax Counsel to the effect that such amendment will not affect the Tax-Exempt status of interest on the Obligations or violate the requirements of the Act, and otherwise in accordance with Section 22 hereof.

(c) The Borrower and the County 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 County hereby appoints each of the Funding

Lender and the Subordinate Bonds Trustee as their true and lawful attorney-in-fact to execute, deliver and, if applicable, file of record on behalf of the Borrower or the County, as is applicable, any such document or instrument (in such form as may be approved in writing by Tax Counsel) if either the Borrower or the County defaults in the performance of its obligations under this subsection (c); provided, however, that unless directed in writing by the County or the Borrower, the Funding Lender and the Subordinate Bonds Trustee shall take no action under this subsection without first notifying the Borrower or the County, or both of them, as is applicable, in writing and without first providing the Borrower or the County, 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 Funding Lender or a Subordinate Bonds Trustee to execute an amendment to this Regulatory Agreement on behalf of the County 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 Funding Lender, the County, the Subordinate Bond Trustee and the Borrower shall accept (unless otherwise directed in writing by the County) 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 County, the Funding Lender, the Subordinate Bonds Trustee, the Administrator and each of their respective past, present and future officers, members of the County’s Board of 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 Obligations, the Loans, the Funding Loan Documents, the Subordinate Loan Agreements, this Regulatory Agreement 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 any of the Obligations or any interest therein;

(ii) any act or omission of the Borrower or any of its agents, contractors, 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 and construction of the Project or any part thereof;

(iii) any lien or charge upon payments by the Borrower to the County, the Subordinate Bonds Trustee and the Funding Lender hereunder or under the Borrower Loan Agreement or the Subordinate Loan Agreements, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the County or the City in respect of any portion of the Project;

(iv) any violation of Article V of the Borrower Loan Agreement or Articles V of the Subordinate Loan Agreements;

(v) the defeasance and/or prepayment, in whole or in part, of any of the Obligations;

(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 any of the Obligations or any of the documents relating to the Obligations, or any omission or alleged omission from any offering statement or disclosure document for any of the Obligations 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 any of the Obligations, or allegations (or regulatory inquiry) that interest on any of the Obligations is not Tax-Exempt; or

(viii) the Funding Lender's administration of the Borrower Loan Documents, or the exercise or performance of any of its powers or duties thereunder or under any of the Funding Loan Documents, or the Subordinate Bonds Trustee's administration of the Subordinate Loan Documents or the exercise or performance of any of its powers or duties thereunder or under any of the Bond Documents;

except (A) in the case of the foregoing indemnification of the Funding Lender, the Subordinate Bonds Trustee or any of their respective officers, directors, officials, employees and agents, to the extent such damages are caused by the gross negligence or willful misconduct of an Indemnified Party; or (B) in the case of the foregoing indemnification of the County or any of its officers, members of its Board of Supervisors, officials, employees and agents, to the extent, with respect to any such Indemnified Party, such damages are caused by the willful misconduct of the respective Indemnified Party seeking indemnification.

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 thereto, the Borrower will pay upon demand all of the fees and expenses paid or incurred by the County in enforcing the provisions hereof.

The provisions of this Section 9 shall survive the final payment or defeasance of the Obligations and the Loans and the termination of this Regulatory Agreement; provided, however, the provisions of this Section shall, in the case of the County, survive the term of this 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 Loans or amounts owing with respect to the Loans 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 County 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 County 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 County has agreed to issue the Obligations to provide funds to lend to the Borrower to finance the acquisition and construction of the Project, all for the purpose, among others, of inducing the Borrower to acquire, construct and operate the Project. In consideration of the issuance of the Obligations by the County, the Borrower has entered into this Regulatory Agreement and has agreed to restrict the uses to which this Project can be put on the terms and conditions set forth herein.

Section 11. Reliance. The County and the Borrower hereby recognize and agree that the representations and covenants set forth herein may be relied upon by all persons, interested in the legality and validity of the Obligations, in the exemption from California personal income taxation of interest on the Obligations and in the Tax-Exempt status of the interest on the Obligations. In performing their duties and obligations hereunder, the County 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. In addition, the County 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 County 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 County 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 County 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, except as provided below and in accordance with the Borrower Loan Agreement, the Subordinate Loan Agreements, the Security Instrument and the Mortgages, Transfer the Project, in whole or in part, without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed, if the following conditions are satisfied: (A) the receipt by the County of evidence acceptable to the County that (1) the Borrower shall not be in default hereunder, under the Subordinate Loan Agreements or under the Borrower Loan Agreement (which may be evidenced by a certificate of the Borrower) or the transferee undertakes to cure any defaults of the Borrower to the reasonable satisfaction of the County; (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 County 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 County with respect to the assumption of the Borrower's obligations under this Regulatory Agreement the Subordinate Loan Agreements and the Borrower Loan Agreement, including without limitation an instrument of assumption hereof and thereof, and delivery to the County 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 County of an opinion of Tax Counsel addressed to the County, the Subordinate Bonds Trustee and the Funding Lender to the effect that any such Transfer will not adversely affect the Tax-Exempt status of interest on any of the Obligations; (D) receipt by the County, the Subordinate Bonds Trustee and Funding Lender of all fees and/or expenses then currently due and payable to the County, the Subordinate Bonds Trustee and Funding Lender; and (E) receipt by the County of evidence of satisfaction of compliance with the provisions of Section 29(d)(i) related to notice to CDLAC of transfer of the Project.

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 County 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 Security Instrument or a Mortgage without the consent of the County or compliance with the provisions of this Section 12. The County 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 membership 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 Security Instrument or the Mortgages, or (B) a Transfer in accordance with the terms of this Regulatory Agreement, in each case upon receipt by the County of an opinion of Tax Counsel to the effect that such action will not adversely affect the Tax-Exempt status of interest on any of the Obligations (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 Borrower Loan Agreement, the Subordinate Loan Agreements, the Security Instrument or the

Mortgages; 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 Loans and discharge of the Subordinate Loan Agreements and the Borrower 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 County from enforcing such provisions, or condemnation or a similar event, but only if, within a reasonable period, either the Loans are fully 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 County and the Borrower, with the consent of CDLAC, upon receipt by the County of an opinion of Tax Counsel to the effect that such termination will not adversely affect the exclusion from gross income of interest on any of the Obligations 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 County 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 County 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 County 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 Obligations 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, and if such default remains uncured for a period of 60 days after notice thereof shall have been given by the County, or by the Subordinate Bonds Trustee or the Funding Lender (with a copy to the County) 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 County or the Subordinate Bonds Trustee or the Funding Lender acting on its own respective behalf or on behalf of the County (to the extent directed in writing by the County, subject to the provisions of the Funding Loan Agreement and the Subordinate Loan Agreements), may 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 Tax Counsel, the failure to cure said default within 60 days will not adversely affect the Tax-Exempt status of interest on any of the Obligations. The County, the Subordinate Bonds Trustee and the Funding Lender shall have the right to enforce the obligations of the Borrower under this 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 County, the Subordinate Bonds Trustee (subject to the terms of the Subordinate Indentures) or the Funding Lender (subject to the terms of the Funding 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 County 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;
- (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;
- (iv) with the consent of the Funding Lender, declare a default under the Borrower Loan Agreement and (subject to any applicable cure periods therein) proceed with any remedies provided therein;

(v) with the consent of the Bondholder Representative, declare a default under the Subordinate Loan Agreements and (subject to any applicable cure periods therein) proceed with any remedies provided therein; or

(vi) subject to Section 28, order and direct the Borrower in writing to terminate the then Manager of the Project and to select a replacement Manager reasonably satisfactory to the County within 60 days of such written direction, and to notify the County in writing of the identity of the replacement Manager.

The Borrower hereby agrees that specific enforcement of the Borrower's agreements contained herein is the only means by which the County 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 Funding Lender shall have the right, in accordance with this Section and the provisions of the Funding Loan Agreement, without the consent or approval of the County, to exercise any or all of the rights or remedies of the County hereunder; provided that prior to taking any such action the Funding Lender shall give the County written notice of its intended action.

The Subordinate Bonds Trustee shall have the right, in accordance with this Section and the provisions of the Subordinate Loan Agreements, without the consent or approval of the County, to exercise any or all of the rights or remedies of the County hereunder; provided that prior to taking any such action the Subordinate Bonds Trustee shall give the County written notice of its intended action.

The County, the Subordinate Bonds Trustee and the Funding Lender hereby agree 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.

All fees, costs and expenses (including attorney's fees) of the Funding Lender, the Subordinate Bonds Trustee and the County 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 Subordinate Bonds Trustee or the Funding Lender are adversaries, the prevailing party, if any, shall be entitled to recover legal fees and costs from the other party.

Section 18. The Funding Lender and the Subordinate Bonds Trustee. The Funding Lender shall be entitled, but shall have no duty, to act with respect to enforcement of the Borrower's performance hereunder. The Funding Lender, either on its own behalf or as the agent of and on behalf of the County, may, in its sole discretion, act hereunder and any act required to be performed by the County as herein provided shall be deemed taken if such act is performed by the Funding Lender. In connection with any such performance, all provisions of the Funding Loan Agreement and the Borrower Loan Agreement relating to the rights, privileges, powers and protections of the Funding Lender shall apply with equal force and effect to all actions taken (or omitted to be taken) by the Funding Lender in connection with this Regulatory Agreement. Neither the Funding Lender 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 Funding Lender 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 Funding Lender may at all times assume compliance with this Regulatory Agreement unless otherwise notified in writing by or on behalf of the County, or unless it has actual knowledge of noncompliance. After the date the Funding Loan no longer remains outstanding as provided in the Funding Loan Agreement, the Funding Lender shall have no further rights, duties or responsibilities under this Regulatory Agreement, and all references to the Funding Lender in this Regulatory Agreement shall be deemed references to the County.

The Subordinate Bonds Trustee shall be entitled, but shall have no duty, to act with respect to enforcement of the Borrower's performance hereunder. The Subordinate Bonds Trustee, either on its own behalf or as the agent of and on behalf of the County, may, in its sole discretion, act hereunder and any act required to be performed by the County as herein provided shall be deemed taken if such act is performed by the Subordinate Bonds Trustee. In connection with any such performance, all provisions of the Subordinate Indentures and the Subordinate Loan Agreements relating to the rights, privileges, powers and protections of the Subordinate Bonds Trustee shall apply with equal force and effect to all actions taken (or omitted to be taken) by the Subordinate Bonds Trustee in connection with this Regulatory Agreement. Neither the Subordinate Bonds Trustee 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 Subordinate Bonds Trustee 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 Subordinate Bonds Trustee may at all times assume compliance with this Regulatory Agreement unless otherwise notified in writing by or on behalf of the County, or unless it has actual knowledge of noncompliance. After the date the Subordinate Bonds no longer remain outstanding as provided in the Subordinate Indentures, the Subordinate Bonds Trustee shall have no further rights, duties or responsibilities under this Regulatory Agreement, and all references to the Subordinate Bonds Trustee in this Regulatory Agreement shall be deemed references to the County.

Section 19. Recording and Filing. (a) The Borrower shall cause this 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 County may reasonably request. The Borrower shall pay all fees and charges incurred in connection with any such recording.

(b) The Borrower and the County will file of record such other documents and take such other steps as are reasonably necessary, in the opinion of Tax 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 (i) the Security Instrument, whereby the Funding Lender becomes the owner of the Project, or (ii) a Mortgage whereby the Subordinate Bonds Trustee 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 Loans and discharge of the Subordinate Loan Agreements and the Borrower 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 County as provided in this Section 20, unless such prepayment is made in connection with a refunding of all of the then outstanding Obligations.

The Borrower agrees to pay to the County (i) the County Issuance Fee, which shall be paid on or before the Closing Date, (ii) the County Annual Fee, which shall be payable commencing on the Closing Date and annually on each December 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 County (not including salaries and wages of County employees) related to the Obligations, the Loans and the Project 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 Project, the Obligations, the Loans or any of the Bond Documents or the Borrower Loan Documents.

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 County annually in advance an amount equal to \$5,000. The full County Annual Fee shall continue to be payable unless and until the County has confirmed receipt of all amounts then due and payable in arrears by the Borrower to the County in connection with the Loans, at which point the County Annual Fee shall become effective.

If the Borrower fails to make payment of the County Annual Fee for a period of two consecutive years or more, the County may, in its sole discretion, declare the total amount of the County 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 applicable to contracts made and performed in the State. This Regulatory Agreement shall be enforceable in the State, and any action arising hereunder shall (unless waived by the County 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 County of an opinion from Tax Counsel that such amendment will not adversely affect the Tax-Exempt status of interest on any of the Obligations and is not contrary to the provisions of the Act and (ii) the written consent of the Funding Lender, who shall receive a copy of any such amendment.

(b) Anything to the contrary contained herein notwithstanding, the County and the Borrower hereby agree to amend this Regulatory Agreement to the extent required, in the opinion of Tax Counsel, in order that interest on all of the Obligations remains Tax-Exempt. The party requesting such amendment shall notify the other party to this Regulatory Agreement of the proposed amendment, with a copy of such proposed amendment to Tax Counsel and a request that Tax Counsel render to the County an opinion as to the effect of such proposed amendment upon the Tax-Exempt status of interest on the Obligations. 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 Funding Loan Agreement or the Subordinate Indentures, as applicable, 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 County.

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 County, the Administrator, the Funding Lender, the Subordinate Bonds Trustee, 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 Funding Lender and the Equity Investor at their respective addresses set forth in the Funding Loan Agreement, and to the Subordinate Bonds Trustee at its address set forth in the Subordinate Bonds Indenture.

The Borrower shall notify the County 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 Funding Lender, the Subordinate Bonds Trustee or the County 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 Funding Loan Agreement and the Subordinate Loan Agreements, or any rights of the Borrower under any guarantees relating to the Project, 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 any 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, this Regulatory Agreement, amounts held in the funds and accounts created under the Funding Loan Agreement, the Borrower Loan Agreement, the Subordinate Indentures and the Subordinate Loan Agreements, any rights of the Borrower under the Funding Loan Agreement, the Borrower Loan Agreement, the Subordinate Indentures, the Subordinate Loan Agreements or any other documents relating to the Loans or any rights of the Borrower under any guarantees relating to the 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, the Subordinate Loan Agreements and the Borrower 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 Borrower Loan Agreement and the Subordinate Loan Agreements.

Section 27. Third-Party Beneficiaries. The Administrator, the Funding Lender, the Subordinate Bonds Trustee and CDLAC are intended to be and shall each be a third-party beneficiary of this Regulatory Agreement. The Administrator shall have the right (but not the obligation) to enforce, separately or jointly with the County, the Subordinate Bonds Trustee and/or the Funding Lender, 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 Obligations. The Funding Lender and the Subordinate Bonds Trustee shall have the rights granted to them, respectively, in this Regulatory Agreement, including those in Section 17.

Section 28. Property Management. The Borrower agrees that at all times the Project shall be managed by a property manager (i) approved by the County 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 County from time to time such information about the background, experience and financial condition of any existing or proposed Manager as the County may reasonably require to determine whether such Manager meets the requirements for a Manager set forth herein. The County 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 County in such reviews.

If the County 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 Regulatory Agreement, the County may deliver notice to the Borrower, the Subordinate Bonds Trustee and the Funding Lender 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 County, with a copy to the Subordinate Bonds Trustee and the Funding Lender, a proposal to engage a new Manager meeting the requirements of this Section 28. Each of the County, the Subordinate Bonds Trustee and the Funding Lender 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 any of the County, the Subordinate Bonds Trustee or the Funding Lender, the Borrower agrees that upon receipt of notice of such denial, it shall within 60 days submit to the County, with copies to the Funding Lender and the Subordinate Bonds Trustee, a proposal to engage another new Manager meeting the requirements of this Section 28, subject to the County's, the Funding Lender's and the Subordinate Bonds Trustee's consent or deemed consent pursuant to the terms hereof.

Notwithstanding any other provision of this Section 28 to the contrary, the Funding Lender may at any time by written instruction to the County and the Borrower deny the County'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 Resolution attached hereto as Exhibit E and the CDLAC Conditions set forth in Exhibit A thereto (collectively, the "CDLAC Conditions"), which conditions are incorporated herein by reference and made a part hereof. The Borrower shall comply with the Cash Flow Permanent Bonds restrictions in Section 5220(b) of the CDLAC Resolutions, if applicable to the Project.

The Borrower will prepare and submit to the County, not later than February 1 of each year, until the Project is completed, and on February 1 every three years thereafter until the end of the Compliance Period, a Certificate of Compliance II 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. The Certificate of Compliance II 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 County, a Certificate of Completion, in substantially the form required or otherwise provided by CDLAC from time to time, executed by an authorized representative of the Borrower certifying among other things to the substantial completion of the construction of the Project. Following the submission of the Certificate of Completion, the Borrower will prepare and submit to the County, not later than February 1 every three years thereafter until the end of the Compliance Period, a California Tax Credit Allocation Committee Project Status Report or equivalent documentation in substantially the form required or otherwise provided by CDLAC from time to time. 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 County.

(b) The Borrower acknowledges that the County 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 County will prepare and submit to CDLAC, not later than March 1 of each year until the construction of the Project is 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 County 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 otherwise after the commencement of the Qualified Project Period.

(d) The Borrower shall notify CDLAC in writing of: (i) any change in ownership of the Project, (ii) any change in the County, (iii) any change in the name of the Project or the Manager; (iv) any material default under the Funding Loan Agreement, the Borrower Loan Agreement or this Regulatory Agreement, including, but not limited to, such defaults associated with the Tax-Exempt status of the Obligations, 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 Funding Lender, which will not be unreasonably withheld: (i) any changes in the terms and conditions of the CDLAC Conditions prior to the recordation against the Project in the real property records of the County of a regulatory agreement between 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 the CDLAC Conditions shall be limited to such changes as are necessary to conform Items 1, 6, 7, 10, 11, 12, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26 and/or 37 of Exhibit A to the CDLAC Conditions to any change in terms and conditions requested by Borrower and approved by CDLAC. The County may, in its sole and absolute discretion, require that the Borrower enter into an amendment to this Regulatory Agreement reflecting the revised CDLAC Conditions, which amendment shall be executed by the parties hereto or their successor in title and duly recorded in the real property records of the County. The Borrower shall pay any costs and expenses in connection therewith and 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 County has received an opinion of Tax 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 Obligations for federal income tax purposes; and (ii) any requirement of this Section 29 shall be void and of no force and effect if the County and the Borrower receive a written opinion of Tax Counsel to the effect that compliance with any such requirement would cause interest on any of the Obligations 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 County. All obligations of the County incurred under this Regulatory Agreement shall be limited obligations, payable solely and only from Loan proceeds and other amounts derived by the County from the Loans or otherwise under the Borrower Loan Agreement or the Subordinate Loan Agreements.

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, 2018), the Borrower, on behalf of the County, 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 County, the annual report information required by section 8855(k)(1) of the California Government Code with respect to the Obligations. This covenant shall remain in effect until the later of the date (a) the Obligations are no longer outstanding, or (b) the proceeds of the Obligations have been fully spent.

IN WITNESS WHEREOF, the County and the Borrower have executed this Regulatory Agreement by duly authorized representatives, all as of the date first above written.

COUNTY OF CONTRA COSTA, CALIFORNIA

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

RICHMOND NEVIN ASSOCIATES, A
CALIFORNIA LIMITED PARTNERSHIP

By: TPC Holdings VI, LLC,
an Idaho limited liability company
Its: Administrative General Partner

By: _____
Caleb Roope,
Manager

By: Central Valley Coalition for Affordable
Housing, a California nonprofit public
benefit corporation
Its: Managing General Partner

By: _____
Christina Alley,
Chief Executive Officer

03007.41:J14863

[Signature page to Regulatory Agreement and Declaration of
Restrictive Covenants – Twenty One and Twenty Three Nevin Apartments]

NOTARY ACKNOWLEDGMENT

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

State of California }
County of _____ } ss.

On _____, before me, _____, 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

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Richmond, County of Contra Costa, State of California,
described as follows:

APN: _____.

EXHIBIT B

FORM OF INCOME CERTIFICATION

TENANT INCOME CERTIFICATION

☐ Initial Certification
 ☐ 1+ Recertification
 ☐ Other:

Effective Date:
 Move-in Date:
 (YYYY-MM-DD)

PART I - DEVELOPMENT DATA

Property Name: Twenty One and Twenty Three Nevin Apartments County: BIN #:
 Address: _____, Richmond, 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 \$

Passbook Rate
X 2.00%

= (J) Imputed Income

\$

Enter the greater of the total of column I, or J: imputed income
ASSETS (K)

TOTAL INCOME FROM

\$

(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 ELIGIBILITYTOTAL ANNUAL HOUSEHOLD
INCOME FROM ALL SOURCES:
From item (L) on page 1

\$

Unit Meets Income
Restriction at:☐ 60% ☐ 50%☐ 40% ☐ 30%☐ %**RECERTIFICATION ONLY:**

Current Income Limit x 140%:

\$

Household Income exceeds 140%
at recertification:☐ Yes ☐ No

Current Income Limit per Family Size: \$

Household Income at Move-in: \$

Household Size at Move-in: _____

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:

☐ 60% ☐ 50% ☐ 40% ☐ 30% ☐ %

Maximum Rent Limit for this unit: \$

PART VII. STUDENT STATUS

ARE ALL OCCUPANTS FULL TIME STUDENTS?

☐ yes ☐ noIf 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 ☐

See Part V above.

b. HOME ☐

Income Status

☐ ≤ 50% AMGI☐ ≤ 60% AMGI☐ ≤ 80% AMGI☐ OI**c. Tax Exempt ☐

Income Status

☐ 50% AMGI☐ 60% AMGI☐ 80% AMGI☐ OI**d. AHDP ☐

Income Status

☐ 50% AMGI☐ 80% AMGI☐ OI**e. _____ ☐

(Name of Program)

Income Status

☐ _____☐ _____☐ 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:

H	-	Head of Household	S	-	Spouse
A	-	Adult co-tenant	O	-	Other family member
C	-	Child	F	-	Foster child(ren)/adult(s)
L	-	Live-in caretaker	N	-	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: <div style="text-align: center;"> <u>Name of Employer</u> 1) _____ 2) _____ 3) _____ </div>	\$ _____ \$ _____ \$ _____
<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"/>	
<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

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

TWENTY ONE AND TWENTY THREE NEVIN APARTMENTS

Witnesseth that on this ____ day of _____, 20__, the undersigned, having borrowed certain funds from the County of Contra Costa, California (the "County") for the purpose of financing the above-listed multifamily rental housing development (the "Project"), does hereby certify that:

A. During the preceding twelve-months (i) the Project was continually in compliance with the Regulatory Agreement executed in connection with such loans from the County, and (ii) ____% of the units in the Project were occupied by Low Income Tenants (minimum of 40%).

B. Set forth below is certain information regarding occupancy of the Project as of the date hereof.

1. Total Units: _____
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 % _____%
(equals the Total of Lines 3 and 4, divided by the
lesser of Line 1 or Line 2)

C. The units occupied by Low Income Tenants are of similar size and quality to other units and are dispersed throughout the Project.

D. Select appropriate certification: [No unremedied default has occurred under the Regulatory Agreement, the Borrower Loan Agreement, the Subordinate Loan Agreements, the Security Instrument or the Mortgages.] [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 December 1, 2017, between the County and Richmond Nevin Associates, a California Limited Partnership.

Date: _____

RICHMOND NEVIN ASSOCIATES, A
CALIFORNIA LIMITED PARTNERSHIP

By: TPC Holdings VI, LLC,
an Idaho limited liability company
Its: Administrative General Partner

By: _____
Caleb Roope,
Manager

By: Central Valley Coalition for Affordable
Housing, a California nonprofit public
benefit corporation
Its: Managing General Partner

By: _____
Christina Alley,
Chief Executive Officer

EXHIBIT D

FORM OF COMPLETION CERTIFICATE

The undersigned hereby certifies that the acquisition and construction of the Project was substantially completed as of _____.

The undersigned hereby further certifies that:

(1) the aggregate amount disbursed on the Loans to date is \$_____;

(2) all amounts disbursed on the Loans have been applied to pay or reimburse the undersigned for the payment of Project Costs and none of the amounts disbursed on the Loans have been applied to pay or reimburse any party for the payment of costs or expenses other than Project Costs;

(3) at least ninety-seven percent (97%) of the amounts disbursed on the Loans have been applied to pay or reimburse the Borrower for the payment of Qualified Project Costs, and less than twenty-five percent (25%) 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 Agreement, the Subordinate Loan Agreements and the Borrower 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 December 1, 2017, between Richmond Nevin Associates, a California Limited Partnership and the County of Contra Costa, California.

RICHMOND NEVIN ASSOCIATES, A
CALIFORNIA LIMITED PARTNERSHIP

By: TPC Holdings VI, LLC,
an Idaho limited liability company
Its: Administrative General Partner

By: _____
Caleb Roope,
Manager

By: Central Valley Coalition for Affordable
Housing, a California nonprofit public
benefit corporation
Its: Managing General Partner

By: _____
Christina Alley,
Chief Executive Officer

EXHIBIT E
CDLAC RESOLUTION

[to come]

EXHIBIT F

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

CONTRA COSTA COUNTY
Department of Conservation and Development
30 Muir Road
Martinez, California 94553
Attention: Community Development Bond Program Manager

**CERTIFICATE AS TO COMMENCEMENT OF
QUALIFIED PROJECT PERIOD**

County of Contra Costa
Limited Obligation Multifamily Housing Revenue Note
(Twenty One and Twenty Three Nevin Apartments), Series 2017B
and

County of Contra Costa
Limited Obligation Multifamily Housing Revenue Subordinate Bonds
(Twenty One and Twenty Three Nevin Apartments), Series 2017B-B1
and

County of Contra Costa
Limited Obligation Multifamily Housing Revenue Subordinate Bonds
(Twenty One and Twenty Three Nevin Apartments), Series 2017B-B2

The undersigned, on behalf of Richmond Nevin Associates, a California Limited Partnership, hereby certifies that (complete blank information):

10% of the dwelling units in the Project financed in part from the proceeds of the captioned note were first occupied on _____, 20____.

50% of the dwelling units in the Project financed in part from the proceeds of the captioned note were first occupied on _____, 20____.

Capitalized terms used in this Certificate as to Commencement of Qualified Project Period have the meanings given such terms in the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of December 1, 2017, between Richmond Nevin Associates, a California Limited Partnership, and the County of Contra Costa, California.

RICHMOND NEVIN ASSOCIATES, A
CALIFORNIA LIMITED PARTNERSHIP

By: TPC Holdings VI, LLC,
an Idaho limited liability company
Its: Administrative General Partner

By: _____
Caleb Roope,
Manager

By: Central Valley Coalition for Affordable
Housing, a California nonprofit public benefit
corporation
Its: Managing General Partner

By: _____
Christina Alley,
Chief Executive Officer

FINANCING AGREEMENT

among the

COUNTY OF CONTRA COSTA, CALIFORNIA,

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee**

and

RICHMOND NEVIN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP

dated as of December 1, 2017

**relating to:
\$20,000,000
County of Contra Costa
Limited Obligation Multifamily Housing Revenue
Subordinate Bonds
(Twenty One and Twenty Three Nevin Apartments),
Series 2017B-B1**

All of the right, title and interest of the County of Contra Costa, California (except for its Unassigned Rights) in and to this Financing Agreement are being assigned to Wilmington Trust, National Association, as trustee (the "Trustee"), as security for the above-referenced bonds pursuant to a certain Indenture of Trust, dated as of December 1, 2017, between the County of Contra Costa, California and the Trustee.

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FINANCING AGREEMENT

THIS FINANCING AGREEMENT (this "Financing Agreement"), dated as of December 1, 2017, is by and among the COUNTY OF CONTRA COSTA (the "County"), a political subdivision and body corporate and politic of the State of California (the "State"), WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, organized and operating under the laws of the United States of America (together with any successor trustees appointed under the Indenture hereafter described, the "Trustee"), and RICHMOND NEVIN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, a limited partnership duly organized and existing under the laws of the State of California (together with its successors and assigns permitted hereunder, the "Borrower").

RECITALS:

WHEREAS, the County is authorized by Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code (the "Act") to issue revenue bonds for the purpose of financing, among other things, the acquisition and construction of multifamily rental housing to be occupied by persons of low and very low income; and

WHEREAS, the Borrower has requested the assistance of the County in financing the acquisition and construction of a 271-unit multifamily rental housing development to be known as Twenty One and Twenty Three Nevin Apartments, located in the City of Richmond, California (the "Project"), and as a condition to such financial assistance the Borrower has agreed to enter into a Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith with the County (the "Regulatory Agreement") setting forth certain restrictions with respect to the Project; and

WHEREAS, the County has determined to assist in the financing of the Project by issuing its County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B1, in the original aggregate principal amount of \$20,000,000 (the "Bonds"), pursuant to an Indenture of Trust, dated as of December 1, 2017 (the "Indenture"), by and between the County and the Trustee, and the Act, and making a loan to the Borrower from the proceeds of the Bonds (the "Loan"), evidenced by a Promissory Note (the "Note") upon the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants and representations hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms (except for "Event of Default") defined in the Indenture shall have the same meanings for the purposes of this Financing Agreement. In addition to the capitalized terms defined in the Indenture and elsewhere herein, the following capitalized terms shall have the following meanings:

"Event of Default" means any of those events specified in and defined by the applicable provisions of Article VII hereof to constitute an event of default.

“Financing Agreement” means this Financing Agreement, together with any amendments hereto.

“Taxes” means all taxes, water rents, sewer rents, assessments and other governmental or municipal or public or private dues, fees, charges and levies and any liens (including federal tax liens) which are or may be levied, imposed or assessed upon the Project or any part thereof, or upon any leases pertaining thereto, or upon the rents, issues, income or profits thereof, whether any or all of the aforementioned be levied directly or indirectly or as excise taxes or as income taxes.

Section 1.2. Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. Words importing persons include firms, partnerships, limited liability companies, joint ventures, associations and corporations. References to Articles, Sections and other subdivisions of this Financing Agreement are the Articles, sections and other subdivisions of this Financing Agreement as originally executed.

The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Financing Agreement; the term “heretofore” means before the date of execution of this Financing Agreement; and the term “hereafter” means after the date of execution of this Financing Agreement.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations, Warranties and Covenants of the County. The County makes the following representations, warranties and covenants:

(a) The County is a political subdivision and body corporate and politic of the State and is duly authorized to issue the Bonds and to perform its obligations under this Financing Agreement.

(b) Assuming the due execution and delivery hereof by the Trustee and the Borrower, this Agreement is a valid and binding limited obligation of the County, enforceable against the County in accordance with its terms 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 County.

(d) 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 County with respect to which the County has been served with process that (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 County of the Loan Documents to which it is a party, (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.

Nothing in this Financing Agreement shall be construed as requiring the County 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.

Section 2.2. Representations, Warranties and Covenants of the Borrower. The Borrower makes the following representations, warranties and covenants, all of which, together with the other representations and agreements of the Borrower contained in this Financing Agreement, are relied upon by the County and the Trustee and serve as a basis for the undertakings of the County and the Trustee contained in this Financing Agreement:

(a) The Borrower is a limited partnership duly organized, validly existing and in good standing under the laws of the State and duly qualified to conduct its business under the laws of the State and in every other state in which the nature of its business requires such qualification, has full legal right, power and authority to enter into this Financing Agreement and the other Loan Documents to which it is a party, and to carry out and consummate all transactions on its part contemplated hereby and by the other Loan Documents, and by proper partnership action has duly authorized the execution, delivery and performance by it of this Financing Agreement and the other Loan Documents to which it is a party. All general partners, if any, of the Borrower are duly incorporated, organized and in good standing under the laws of their respective states of organization and are duly qualified to transact business in the State.

(b) The Borrower has the legal right, power and authority to (i) own its properties and assets, including, but not limited to, the Project, (ii) to carry on its business as now being conducted and the Borrower contemplates it to be conducted under the Loan Documents and otherwise with respect to the Project, and (iii) execute and deliver, carry out its obligations under, and close the transactions provided for in, the Loan Documents to which it is a party.

(c) The officers or managers of the general partners of the Borrower executing this Financing Agreement and the other Loan Documents are duly and properly in office and fully authorized to execute the same. This Financing Agreement and the other Loan Documents have been duly authorized, executed and delivered by the Borrower.

(d) This Financing Agreement and the other Loan Documents to which it is a party constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower in accordance with their respective terms, except 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.

(e) No consent or approval of any trustee or holder of any indebtedness of the Borrower, and 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 by the Borrower of this Financing Agreement or the other Loan Documents to which the Borrower is a party or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

(f) The execution and delivery of this Financing Agreement and the other Loan Documents to which the Borrower is a party, the consummation of the transactions

herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and 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 (i) the organizational or other governing documents of the Borrower, (ii) any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, (iii) 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 or assets are otherwise subject or bound, or (iv) except as provided in the Loan Documents, 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 this Financing Agreement or the Loan Documents, or the financial condition, assets, properties or operations of the Borrower.

(g) There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending or threatened against or affecting the Borrower 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, this Financing Agreement or the other Loan Documents or upon the financial condition, assets, properties or operations of the Borrower, and the Borrower 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 this Financing Agreement or the other Loan Documents or the financial condition, assets, properties or operations of the Borrower. The Borrower enjoys the peaceful and undisturbed possession of all of the premises upon which it is operating its facilities.

(h) The Project and the operation of the Project (in the manner contemplated by the Loan Documents) will conform with the requirements of the Act as well as all applicable zoning, planning, building and environmental laws, ordinances and regulations of governmental authorities having jurisdiction over the Project.

(i) All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower 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 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.

(j) The Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party which default would materially adversely affect the transactions contemplated by the Loan Documents or the operations of the Borrower or the enforceability of the Loan Documents to which the Borrower is a party or the ability of the Borrower to perform all obligations thereunder.

(k) The Borrower agrees to pay all costs of maintenance and repair, all Taxes and assessments, insurance premiums (including public liability insurance and insurance

against damage to or destruction of the Project) concerning or in any way related to the Project, or any part thereof, and any expenses or renewals thereof, and any other governmental charges and impositions whatsoever, foreseen or unforeseen, and all utility and other charges and assessments concerning or in any way related to the Project.

(l) All of the partnership interests in the Borrower are validly issued and are fully registered, if required, with the applicable governmental authorities and/or agencies, and, except as set forth in the Borrower's partnership agreement, there are no outstanding options or rights to purchase or acquire those interests. Nothing in this Financing Agreement shall prevent the Borrower from issuing additional partnership interests if such units are issued in accordance with all applicable securities laws.

(m) The representations and warranties of the Borrower contained in the Regulatory Agreement are true and accurate.

(n) The information, statements or reports furnished in writing to the County or the Bondowner Representative by the Borrower in connection with this Financing Agreement and the other Loan Documents or the consummation of the transactions contemplated hereby, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; and the representations and warranties of the Borrower and the statements, information and descriptions contained in the Borrower's closing certificates relating to the Bonds and the Loan as of the Closing Date, are true and correct in all material respects, do not contain any untrue statement of a material fact, and do not omit to state a material fact necessary to make the representations, warranties, statements, information and descriptions contained therein, in the light of the circumstances under which they were made, not misleading; and any estimates or the assumptions contained in any certificate of the Borrower delivered as of the Closing Date are reasonable.

(o) All financial statements and information heretofore delivered to the County or the Bondowner Representative by Borrower, including without limitation, information relating to the financial condition of Borrower, the Project, its partners and/or any guarantor, fairly and accurately present the financial position thereof and have been prepared (except where specifically noted therein) in accordance with generally accepted accounting principles consistently applied. Since the date of such statements, there has been no material adverse change in the financial condition or results of operations of the Borrower or the other subjects of such statements.

(p) The Borrower shall pay and indemnify the County and the Trustee against all reasonable fees, costs and charges, including reasonable fees and expenses of attorneys, accountants, consultants and other experts, incurred in good faith (and with respect to the Trustee, without negligence) and arising out of or in connection with the Bond Documents or the Bonds. These obligations and those in Section 6.1 shall remain valid and in effect notwithstanding repayment of the Loan hereunder or the Bonds or termination of this Financing Agreement or the Indenture.

(q) 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 County for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Bond Documents or the Loan Documents, or otherwise relied on the County for any advice.

(r) All material certificates, approvals, permits and authorizations of applicable local governmental agencies, and agencies of the State and the federal government have been or will be obtained with respect to the acquisition, construction and installation of the Project and the Project will be acquired, constructed and installed and the Project will be operated pursuant to and in accordance with such certificates, approvals, permits and authorizations.

Section 2.3. Representations and Warranties of the Trustee. The Trustee makes the following representations and warranties:

(a) The Trustee is a national banking association, duly organized and existing under the laws of the United States of America. The Trustee is duly authorized to act as a fiduciary and to execute the trust created by the Indenture, and meets the qualifications to act as Trustee under the Indenture.

(b) The Trustee has complied with the provisions of law which are prerequisite to the consummation of, and has all necessary power (including trust powers) and authority (i) to execute and deliver this Financing Agreement and the other Loan Documents to which it is a party, (ii) to perform its obligations under this Financing Agreement and the other Loan Documents to which it is a party, and (iii) to consummate the transactions contemplated by this Financing Agreement and the other Loan Documents to which it is a party.

(c) The Trustee has duly authorized (i) the execution and delivery of this Financing Agreement and the other Loan Documents to which it is a party, (ii) the performance by the Trustee of its obligations under this Financing Agreement and the other Loan Documents to which it is a party, and (iii) the actions of the Trustee contemplated by this Financing Agreement and the other Loan Documents to which it is a party.

(d) Each of the Loan Documents to which the Trustee is a party has been duly executed and delivered by the Trustee and, assuming due authorization, execution and delivery by the other parties thereto, constitutes a valid and binding obligation of the Trustee, enforceable against the Trustee in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(e) No approval, permit, consent, authorization or order of any court, governmental agency or public board or body not already obtained is required to be obtained by the Trustee as a prerequisite to (i) the execution and delivery of this Financing Agreement and the other Loan Documents to which the Trustee is a party (ii) the authentication or delivery of the Bonds, (iii) the performance by the Trustee of its obligations under this Financing Agreement and the other Loan Documents to which it is a party, or (iv) the consummation of the transactions contemplated by this Financing Agreement and the other Loan Documents to which the Trustee is a party. The Trustee makes no representation or warranty relating to compliance with any federal or state securities laws.

Section 2.4. Arbitrage and Rebate Fund Calculations. The Borrower shall (a) take or cause to be taken all actions necessary or appropriate in order to fully and timely comply with Section 4.13 of the Indenture and Section 2(r) of the Regulatory Agreement, and (b) if required to do so under Section 4.13 of the Indenture or Section 2(r) of the Regulatory Agreement, select at the Borrower's expense, a Rebate Analyst reasonably acceptable to the County for the purpose of making any and all calculations required under Section 4.13 of the Indenture and Section 2(r) of the Regulatory Agreement. Such calculations, if required, shall be made in the manner and at such times as specified in Section 4.13 of the Indenture and Section 2(r) of the Regulatory Agreement. The Borrower shall cause the Rebate Analyst to provide copies of such calculations to the Trustee and the County at such times and with such directions as are necessary to comply fully with the arbitrage and rebate requirements set forth in the Indenture and the Regulatory Agreement, and to comply fully with Section 148 of the Code, including the timely payment of any arbitrage rebate owed.

Section 2.5. Tax Covenants of the Borrower. The Borrower covenants and agrees that:

(a) It will at all times comply with the terms of the Tax Certificate and the Regulatory Agreement;

(b) It will not take, or permit to be taken on its behalf, any action which would cause the interest payable on the Bonds to be included in gross income, for federal income tax purposes, and will take such action as may be necessary in the opinion of Bond Counsel to continue such exclusion from gross income, including, without limitation, the preparation and filing of all statements required to be filed by it in order to maintain the exclusion (including, but not limited to, the filing of all reports and certifications required by the Regulatory Agreement);

(c) 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 Bonds;

(d) It will comply with the requirements of Section 148 of the Code and the Regulations issued thereunder throughout the term of the Bonds and will not make any use of the proceeds of the Bonds, or of any other funds which may be deemed to be proceeds of the Bonds under the Code and the related regulations of the United States Treasury, which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code;

(e) If the Borrower becomes aware of any situation, event or condition which would, to the best of its knowledge, result in the interest on the Bonds becoming includable in gross income for federal income tax purposes, it will promptly give written notice of such circumstance, event or condition to the County, the Trustee and the Bondholder Representative.

In the event of a conflict between the terms of this Section 2.5 and the Tax Certificate, the terms of the Tax Certificate shall control.

Section 2.6. Enforcement of Loan Documents. The Trustee may enforce and take all reasonable steps, actions and the proceedings necessary for the enforcement of all terms, covenants and conditions of the Loan Documents as and to the extent set forth therein.

ARTICLE III

THE LOAN

Section 3.1. Conditions to Funding the Loan. On the Closing Date, the Trustee will transfer the proceeds of the Bonds received by it, in accordance with Section 2.10 of the Indenture and Section 3.3 hereof. The Trustee shall use such proceeds as provided in Sections 2.10 and 4.02 of the Indenture; provided that no such disbursements of proceeds of the Bonds shall be made until the following conditions have been met:

(a) The Borrower shall have executed and delivered to the County the Note in the form attached hereto as Exhibit A, with only such changes therein as shall be approved in writing by the Bondholder Representative, and the County shall have endorsed the Note, without recourse, to the Trustee;

(b) The Mortgage shall have been executed and delivered by the Borrower and delivered to the title company for recording in the appropriate office for officially recording real estate documents in the jurisdiction in which the Project is located (the "Recorder's Office");

(c) The Regulatory Agreement shall have been executed and delivered by the parties thereto and shall have been delivered to the title company for recording in the Recorder's Office, and the Trustee shall have received evidence satisfactory to it of such delivery;

(d) All other Loan Documents not listed above shall have been executed and delivered by all parties thereto and delivered to the Trustee; and

(e) The Borrower shall have delivered to the Trustee and the County a certificate confirming, as of the Closing Date, the matters set forth in Section 2.2 and an opinion of its counsel or other counsel in a form satisfactory to the County.

Section 3.2. Terms of the Loan. The Loan shall (i) be evidenced by the Note; (ii) be initially secured by the Mortgage; (iii) be in the principal amount of \$20,000,000; (iv) bear interest as provided in the Note; (v) provide for principal and interest payments in accordance with the Note; and (vi) be subject to optional and mandatory prepayment at the times, in the manner and on the terms, and have such other terms and provisions, as provided herein and in the Note.

Section 3.3. Initial Deposits. On the Closing Date, proceeds of the Bonds and other amounts shall be deposited and applied pursuant to the Indenture.

Section 3.4. Assignment to Trustee. The parties hereto acknowledge, and the Borrower consents to, the assignment by the County to the Trustee pursuant to the Indenture of all of the County's right, title and interest in this Financing Agreement (excluding the Unassigned Rights), the Loan, the Mortgage and the Revenues as security for the payment of the principal of, premium, if any, and interest on the Bonds.

Section 3.5. Investment of Funds. Except as otherwise provided in the Indenture, any money held as a part of any fund or account established under the Indenture shall be invested or reinvested by the Trustee in Qualified Investments in accordance with the Indenture.

Section 3.6. Damage; Destruction and Eminent Domain. If, prior to payment in full of the Bonds, the Project or any portion thereof is destroyed or damaged in whole or in part by fire or other casualty, or title to, or the temporary use of, the Project or any portion thereof shall have been taken by the exercise of the power of eminent domain, and the County, the Borrower or the Trustee receives Net Proceeds from insurance or any condemnation award in connection therewith, such Net Proceeds shall be utilized as provided in the Loan Documents and the Indenture.

ARTICLE IV

LOAN PAYMENTS

Section 4.1. Payments Under the Note; Independent Obligation of Borrower.

(a) The Borrower agrees to repay the Loan as provided in the Note, and in all instances at the times and in the amounts necessary to enable the Trustee, on behalf of the County, to pay all amounts payable with respect to the Bonds, when due, whether at maturity or upon redemption (with premium, if applicable), acceleration or otherwise. The obligation of the Borrower to make the payments set forth in this Article IV shall be an independent and separate obligation of the Borrower from its obligation to make payments under the Note, provided that in all events payments made by the Borrower under and pursuant to the Note shall be credited against the Borrower's obligations hereunder on a dollar for dollar basis. If for any reason the Note or any provision of the Note shall be held invalid or unenforceable against the Borrower by any court of competent jurisdiction, the Note or such provision of the Note shall be deemed to be the obligation of the Borrower pursuant to this Financing Agreement to the full extent permitted by law and such holding shall not invalidate or render unenforceable any of the provisions of this Article IV and shall not serve to discharge any of the Borrower's payment obligations hereunder or eliminate the credit against such obligations to the extent of payments made under the Note.

(b) The obligations of the Borrower to repay the Loan, to perform all of its obligations under the Loan Documents, to provide indemnification pursuant to Section 6.1 hereof, to pay costs, expenses and charges pursuant to Section 4.2 hereof and to make any and all other payments required by this Financing Agreement, the Indenture or any other documents contemplated by this Financing Agreement or by the Loan Documents shall, subject to the limitations set forth in Section 5.1 hereof, be absolute and unconditional and shall not be subject to diminution by setoff, recoupment, counterclaim, abatement or otherwise.

(c) Notwithstanding anything contained in any other provision of this Financing Agreement to the contrary (but subject to the provisions of Section 5.1 hereof and the Subordination Agreement), the following obligations of the Borrower shall be and remain the joint and several full recourse obligations of the Borrower and each of the Borrower's general partners, payable from and enforceable against any and all income, assets and properties of the Borrower: (i) the Borrower's obligations to the County and the Trustee under Sections 4.2 and 4.3(c) and (d) of this Financing Agreement; (ii) the Borrower's obligations under Section 6.1 of this Financing Agreement; and (iii) the Borrower's obligation to pay legal fees and such expenses under Section 7.4 of this Financing Agreement.

Section 4.2. Payment of Certain Fees and Expenses Under the Note.

(a) The Borrower shall pay (or cause to be paid by the Trustee), in consideration of the funding of the Loan, the following fees, expenses and other money payable in connection with the Loan:

(i) On or prior to the Closing Date, to the County, the County Issuance Fee, together with the first County Annual Fee, as such capitalized terms are defined in the Regulatory Agreement.

(ii) On the Closing Date, to the Trustee, an acceptance fee attributable to the Bonds in an amount equal to \$3,000, together with all third party and out of pocket expenses of the Trustee (including but not limited to the fees and expenses of counsel to the Trustee) in connection with the Loan and the issuance of the Bonds.

(iii) All other fees and expenses of the Trustee and the County described in Sections 2.2(p), 4.3(b), 4.3(c) and 4.3(d) hereof.

Section 4.3. Additional Payments. In addition to the payments under the Loan, the Borrower shall also pay to the County or to the Trustee, as the case may be, "Additional Payments," as follows:

(a) All taxes and assessments of any type or character charged to the County or to the Trustee affecting the amount available to the County or the Trustee 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 Trustee and taxes based upon or measured by the net income of the Trustee; provided, however, that the Borrower shall have the right to protest any such taxes or assessments and to require the County or the Trustee, 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 County or the Trustee;

(b) All reasonable fees, charges and expenses of the Trustee for services rendered under the Indenture and all amounts referred to in Section 7.06 of the Indenture, as and when the same become due and payable;

(c) The fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the County or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under the Loan Documents or the Indenture; and

(d) The County Annual Fees, as such capitalized term is defined in the Regulatory Agreement, and the fees and expenses of the County or any agent or attorney selected by the County to act on its behalf in connection with 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 any such Bonds or in connection with any litigation, investigation or other proceeding which may at any time be instituted involving this Financing Agreement, the Regulatory Agreement, the other Loan Documents, the Bonds or the Indenture or any of the other documents contemplated hereby or thereby, or in connection with the administration of the foregoing.

(e) Any amounts due and payable by the Borrower as arbitrage rebate under Section 148 of the Code, pursuant to Borrower's covenants and agreements with respect thereto in Section 2(r) of the Regulatory Agreement.

The obligations of the Borrower in this Section 4.3 and those in Section 6.1 shall remain valid and in effect notwithstanding repayment of the Loan hereunder or termination of this Financing Agreement or the Indenture.

Such Additional Payments shall be billed to the Borrower by the County or the Trustee from time to time, together with a statement certifying that the amount billed has been incurred or paid by the County or the Trustee for one or more of the above items. After such a demand, amounts so billed shall be paid by the Borrower within thirty (30) days after the date of invoice. Notwithstanding the foregoing, the County shall not be required to submit a bill to the Borrower for payment of the County Annual Fee (as defined in the Regulatory Agreement) or any amounts due with respect to arbitrage rebate under Section 148 of the Code, the calculation and payment for which is the responsibility of the Borrower.

Section 4.4. Prepayment of Loan. The Borrower shall have the option to prepay the Loan in full or in part prior to the payment and discharge of all the outstanding Bonds in accordance with the provisions of the Indenture, this Financing Agreement and the Note, upon payment of any amount due under the next succeeding paragraph. The Borrower shall be required to prepay the Loan in each case that Bonds are required to be redeemed in accordance with the terms and conditions set forth in the Indenture, in like amount.

The Bonds are subject to redemption in accordance with the terms and conditions set forth in the Indenture. In connection with any prepayment, whether optional or mandatory, in addition to all other payments required under the Note, the Borrower shall pay an amount sufficient to pay the redemption price of the Bonds to be redeemed, including principal, interest and premium (if any), and further including any interest to accrue with respect to the Loan and such Bonds between the prepayment date and the redemption date, together with a sum sufficient to pay all fees, costs and expenses of the County or the Trustee in connection with such redemption and, in the case of redemption in whole, to pay all other amounts payable by it under this Financing Agreement and the Indenture. The Borrower shall provide notice of the prepayment to the County and the Trustee in writing ten (10) days, or such shorter time as is possible in the case of mandatory prepayments, prior to the date on which the Borrower will make the prepayment. Each such notice shall state: (a) the amount to be prepaid, (b) the date on which the prepayment will be made by the Borrower, and (c) the cause for the prepayment, if any.

Section 4.5. Borrower's Obligations Upon Redemption. In the event of any redemption of the Bonds, the Borrower will timely pay, to the Trustee an amount equal to the principal amount of such Bonds or portions thereof called for redemption, together with interest accrued to the redemption date. In addition, the Borrower will timely pay all fees, costs and expenses of the County or the Trustee associated with any redemption of Bonds.

Section 4.6. Subordination. Notwithstanding anything to the contrary set forth herein, the Borrower obligations under this Financing Agreement and the Note shall be limited in the manner and to the extent set forth in Section 2.11 of the Indenture and the Subordination Agreement.

ARTICLE V

SPECIAL COVENANTS OF BORROWER

Section 5.1. Performance of Obligations. The Borrower shall keep and faithfully perform all of its covenants and undertakings contained herein and in the Loan Documents, including, without limitation, its obligations to make all payments set forth herein and therein in the amounts, at the times and in the manner set forth herein and therein.

Except as otherwise provided herein or in the Loan Documents, the obligations of the Borrower under this Financing Agreement are non recourse liabilities of the Borrower. However, nothing in this Section 5.1 shall limit the right of the County or the Trustee to proceed against the Borrower or its general partner(s) to recover any fees owing to any of them or any actual out of pocket expenses (including but not limited to actual out of pocket attorneys' fees incurred by any of them) incurred by any of them in connection with the enforcement of any rights under this Financing Agreement or the other Loan Documents, or in respect of the indemnity provisions of Section 6.1. In any action or proceeding brought with respect to the Loan or the Bonds, no deficiency or other money judgment shall be enforced against the Borrower or any partner of the Borrower or any successor or assign of the Borrower, and any judgment obtained shall be enforced only against the Project and other property of the Borrower encumbered by the Loan Documents and not against the Borrower or any partner of the Borrower or any successor or assign of the Borrower, except as described in the preceding sentence.

Section 5.2. Compliance With Applicable Laws. All work performed in connection with the Project shall be performed in strict compliance with all applicable federal, state, county and municipal laws, ordinances, rules and regulations now in force or that may be enacted hereafter.

Section 5.3. Indenture Provisions. The execution of this Financing Agreement shall constitute conclusive evidence of approval of the Indenture by the Borrower. Whenever the Indenture by its terms imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the Indenture, and the Borrower shall carry out and perform all of its obligations under the Indenture as fully as if the Borrower were a party to the Indenture.

Section 5.4. Intentionally Omitted.

Section 5.5. Borrower to Maintain Its Existence; Certification of No Default.

(a) The Borrower agrees to maintain its existence and maintain its current legal status with authority to own and operate the Project.

(b) In addition to performing all other similar requirements under the Loan Documents to which the Borrower is a party, the Borrower shall, within thirty (30) days after the end of each calendar year, render to the Trustee a certificate executed by an Authorized Officer of the Borrower to the effect that the Borrower is not, as of the date of such certificate, in default of any of its covenants, agreements, representations or warranties under any of the Loan Documents to which the Borrower is a party and that, to the best of the Borrower's knowledge, after reasonable investigation, there has occurred no default or Event of Default (as such terms are used or defined in each respective Loan Document) under any of the Loan Documents.

Section 5.6. Borrower to Remain Qualified in State and Appoint Agent. The Borrower will remain duly qualified to transact business in the State and will maintain an agent in the State on whom service of process may be made in connection with any actions against the Borrower.

Section 5.7. Sale or Other Transfer of Project. The Borrower may convey and transfer the Project only upon strict compliance with the provisions of the Regulatory Agreement and the Loan Documents.

Section 5.8. Right to Perform Borrower's Obligations. In the event the Borrower fails to perform any of its obligations under this Financing Agreement, the County or the Trustee, after giving requisite notice, if any, may, but shall be under no obligation whatsoever to, perform such obligation and pay all costs related thereto, and all such costs so advanced by the County or the Trustee shall become an additional obligation of the Borrower hereunder, payable on demand and if not paid on demand with interest thereon at the default rate of interest payable under the Loan Documents.

Section 5.9. Notice of Certain Events. The Borrower shall promptly advise the County and the Trustee in writing of the occurrence of any Event of Default hereunder or under (and as defined in) the Regulatory Agreement, or any event which, with the passage of time or service of notice or both, would constitute an Event of Default hereunder or under (and as defined in) the Regulatory Agreement, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

Section 5.10. Survival of Covenants. The provisions of Sections 2.4, 4.2, 6.1 and 7.4 of this Financing Agreement shall survive the expiration or earlier termination of this Financing Agreement and, with regard to the Trustee, the resignation or removal of the Trustee.

Section 5.11. Access to Project; Records. Subject to reasonable notice, the County and the Trustee, and the respective duly authorized agents of each, shall have the right (but not any duty or obligation) at all reasonable times and during normal business hours: (a) to enter the Project and any other location containing the records relating to the Borrower, the Project, the Loan and the Borrower's compliance with the terms and conditions of the Loan Documents; (b) to inspect and audit any and all of the Borrower's records or accounts pertaining to the Borrower, the Project, the Loan and the Borrower's compliance with the terms and conditions of the Loan Documents; and (c) to require the Borrower, at the Borrower's sole expense, (i) to furnish such documents to the County and the Trustee, as the County or the Trustee, as the case may be, from time to time, deems reasonably necessary in order to determine that the provisions of the Loan Documents have been complied with, and (ii) to make copies of any records that the County or the Trustee or the respective duly authorized agents of each, may reasonably require. The Borrower shall make available to the County and the Trustee, such information concerning the Project, the Mortgage and the Loan Documents as any of them may reasonably request.

Section 5.12. Reserved.

Section 5.13. Damage, Destruction and Condemnation. If prior to full payment of the Bonds (or provision for payment of the Bonds in accordance with the provisions of the Indenture) the Project or any portion of it is destroyed (in whole or in part) or is damaged by fire or other casualty, or title to, or the temporary use of, the Project or any portion of it shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, or shall be transferred pursuant to an agreement or settlement in lieu of eminent domain proceedings, the Borrower

shall nevertheless be obligated to continue to pay the amounts specified in this Financing Agreement and in the Note.

Section 5.14. Obligation of the Borrower to Acquire and Construct the Project. The Borrower shall proceed with reasonable dispatch to complete the acquisition, construction, development and equipping of the Project. If amounts on deposit in the Loan Fund designated for the Project and available to be disbursed to the Borrower are not sufficient to pay the costs of such acquisition, construction, development and equipping, the Borrower shall pay such additional costs from its own funds, or from proceeds of the Senior Loan or the loan of the proceeds of the B-B2 Bonds. The Borrower shall not be entitled to any reimbursement from the County, the Trustee, or the Bondholders in respect of any such costs or to any diminution or abatement in the repayment of the Loan. Neither of the Trustee nor the County makes any representation or warranty, either express or implied, that money, if any, which will be paid into the Loan Fund or otherwise made available to the Borrower will be sufficient to complete the Project, and neither of the Trustee nor the County shall be liable to the Borrower, the Bondholders or any other person if for any reason the Project is not completed.

Section 5.15. Filing of Financing Statements. The Borrower shall file or record or cause to be filed or recorded on or prior to the Closing Date all financing statements which are required to be filed or recorded in order fully to protect and preserve the security interests relating to the priority of the Loan, the Trust Estate and the Mortgage, and the rights and powers of the County and the Trustee in connection with such security interests. The Borrower shall cooperate with the Trustee in connection with the filing of any continuation statements for purposes of continuing without lapse the effectiveness of such financing statements.

ARTICLE VI

INDEMNIFICATION

Section 6.1. Indemnification. (a) To the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the County, the Trustee, and each of their respective 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 Financing Agreement, the Regulatory Agreement, the other Loan Documents, the Tax Certificate, the Senior Obligations, the B-B2 Bonds or the B-B2 Indenture, 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, 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 construction of, the Project or any part thereof;

(iii) any lien or charge upon payments by the Borrower to the County and the Trustee hereunder, or any taxes (including, without limitation, all ad valorem taxes and

sales taxes), assessments, impositions and other charges imposed on the County or the Trustee 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;

(viii) the Trustee'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 Trustee or any of its respective officers, 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 County or any of its officers, supervisors, 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 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 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 thereto, the Borrower will pay upon demand all of the fees and expenses paid or incurred by the Trustee and/or the County in enforcing the provisions hereof, as more fully set forth herein.

(b) The rights of any persons to indemnity hereunder and rights to payment of fees and reimbursement of expenses pursuant this Financing Agreement shall survive the final payment or defeasance of the Bonds and in the case of the Trustee any resignation or removal. The provisions of this Section shall survive the termination of this Financing Agreement.

Nothing contained in this Section 6.1 shall in any way be construed to limit the indemnification rights of the County contained in Section 9 of the Regulatory Agreement. With

respect to the County, the Regulatory Agreement shall control in any conflicts between this Section 6.1 and Section 9 of the Regulatory Agreement.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default. The following shall be “Events of Default” under this Financing Agreement and the term “Event of Default” shall mean, whenever it is used in this Financing Agreement, one or all of the following events:

(a) Any representation or warranty made by the Borrower in the Loan Documents or any certificate, statement, data or information furnished by the Borrower in connection therewith or included by the Borrower in its application to the County for assistance in financing the Project proves at any time to have been incorrect when made in any material respect;

(b) Failure by the Borrower to pay any amounts due under this Financing Agreement, the Note or the Mortgage at the times and in the amounts required by this Financing Agreement, the Note and the Mortgage, as applicable; or

(c) The Borrower’s failure to observe and perform any of its other covenants, conditions or agreements contained herein, other than as referred to in clause (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given by the County or the Trustee to the Borrower; provided, however, that if the failure shall be such that it can be corrected but not within such period, the County and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower within such period and diligently pursued until the failure is corrected (unless, in the opinion of Bond Counsel delivered to the County, the Trustee, the Bondholder Representative and the Borrower, failure to correct such breach or failure within the cure period herein provided (or such shorter time as shall be established as a limitation on the period of time during which correction may be pursued) will adversely affect the exclusion from gross income of interest on the Bonds for federal income taxation purposes or violate State law, in which case the extension of cure period herein provided will not be available);

Nothing contained in this Section is intended to amend or modify any of the provisions of the Loan Documents or to bind the County or the Trustee to any notice and cure periods other than as expressly set forth in the Loan Documents. The tender of a cure by Borrower’s investment limited partner or its designee(s) shall be accepted as if tendered by the Borrower.

Section 7.2. Remedies on Default. Subject to the provisions of Section 2.11 of the Indenture and the Subordination Agreement, whenever any Event of Default hereunder shall have occurred and be continuing, the Trustee or the County where so provided may take any one or more of the following remedial steps:

(a) In the event any of the Bonds shall at the time be Outstanding and not paid and discharged in accordance with the provisions of the Indenture, the County or the Trustee may have access to and inspect, examine and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the Borrower.

(b) The County or the Trustee may, without being required to give any notice (other than to the County or the Trustee, as applicable), except as provided herein, pursue all remedies of a creditor under the laws of the State, as supplemented and amended, or any other applicable laws.

(c) The County or Trustee may take whatever action at law or in equity may appear necessary or desirable to collect the payments due under this Financing Agreement then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Financing Agreement.

Any amounts collected pursuant to Article IV and any other amounts which would be applicable to payment of principal of and interest and any premium on the Bonds collected pursuant to action taken under this Section shall be applied in accordance with the provisions of the Indenture.

The provisions of this Section are subject to the further limitation that if, after any Event of Default hereunder all amounts which would then be payable hereunder by the Borrower if such Event of Default had not occurred and was not continuing shall have been paid by or on behalf of the Borrower, and the Borrower shall have also performed all other obligations in respect of which it is then in default hereunder, and shall have paid the charges and expenses of the County and the Trustee, including attorneys' fees paid or incurred in connection with such default, and if there shall then be no default existing under the Indenture, then and in every such case such Event of Default hereunder shall be waived and annulled, but no such waiver or annulment shall affect any subsequent or other Event of Default or impair any right consequent thereon.

Section 7.3. No Remedy Exclusive. No remedy conferred upon or reserved to the County or the Trustee by this Financing Agreement 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 Financing 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 Event of 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 County or the Trustee to exercise any remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than such notice as may be expressly required by this Financing Agreement.

Section 7.4. Agreement to Pay Attorneys' Fees and Expenses. In the event the Borrower should default under any of the provisions of this Financing Agreement and the County or the Trustee should employ attorneys or incur other expenses for the collection of loan payments or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained in this Financing Agreement or in the Note, the Borrower shall on demand therefor reimburse the reasonable fees of such attorneys and such other expenses so incurred.

Section 7.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Financing Agreement should be breached by any party and thereafter waived by the other parties, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.6. No Interference or Impairment of Senior Obligations. Notwithstanding anything herein to the contrary, and without limiting the generality of the provisions of Section

2.11 of the Indenture, subject to the provisions of the Subordination Agreement, none of the County, the Trustee nor any other person shall:

(a) initiate or take any action which may have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal of, interest on, or other amounts due and payable under, the Senior Loan or the Senior Transaction Documents; or

(b) interfere with or attempt to interfere with or influence the exercise by the Funding Lender of any of its rights under the Senior Loan or the Senior Transaction Documents, including, without limitation, the Funding Lender's remedial rights under the Senior Loan upon the occurrence of an event of default by the Borrower under the Senior Loan or the Senior Transaction Documents, as applicable.

it being understood and agreed that neither the County nor the Trustee may, on account of any default under this Financing Agreement, cause the Senior Loan to become due and payable or cause the Governmental Lender Note to be redeemed or to declare the principal of the Governmental Lender Note and the interest accrued on the Governmental Lender Note to be immediately due and payable, or cause the trustee to foreclose or take any other action under the Senior Transaction Documents or any other documents to obtain such performance or observance.

Promptly upon determining that a violation of this Financing Agreement has occurred, the Trustee shall, by notice in writing to the Funding Lender inform the Funding Lender that such violation has occurred, the nature of the violation and that the violation has been cured or has not been cured, but is curable within a reasonable period of time, or is incurable; notwithstanding the occurrence of such violation, neither the County nor the Trustee shall have, and each of them acknowledge that they shall not have, any right to cause or direct acceleration of the Senior Loan or to foreclose on the Senior Security Instrument.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Notices. Whenever in this Financing Agreement 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.

Any notice, request, complaint, demand, communication or other paper required or permitted to be delivered to the County, the Trustee, or the Borrower shall be sufficiently given and shall be deemed given (unless another form of notice shall be specifically set forth herein) on the Business Day following the date on which such notice or other communication shall have been delivered to a national overnight delivery service (receipt of which to be evidenced by a signed receipt from such overnight delivery service) addressed to the appropriate party at the addresses set forth in Section 11.05(a) of the Indenture or upon receipt such notice or other communication delivered by facsimile transmission as required or permitted by this Financing Agreement (receipt of which shall be evidenced by confirmation of transmission). The County, the Trustee, or the Borrower may, by notice given as provided in this paragraph, designate any further or different address to which subsequent notices or other communication shall be sent.

The Trustee agrees to accept and act upon facsimile transmission of written instructions and/or directions pursuant to this Financing Agreement, provided, however, that subsequent

to such facsimile transmission of written instructions shall provide the originally executed instructions and/or directions shall be provided to the Trustee in a timely manner.

Section 8.2. Concerning Successors and Assigns. All covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the financing herein contemplated and shall continue in full force and effect so long as the obligations hereunder are outstanding. Whenever in this Financing Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Borrower which are contained in this Financing Agreement shall bind its successors and assigns and inure to the benefit of the successors and assigns of the County and the Trustee.

Section 8.3. Choice of Law and Venue. This Financing Agreement and the Bonds are contracts made under the laws of the State and shall be governed by and construed in accordance with the Constitution and laws applicable to contracts made and performed in the State. This Financing Agreement and the Bonds shall be enforceable in the State, and any action arising out of this Financing Agreement or the Bonds shall be filed and maintained in the County, unless the County waives this requirement.

Section 8.4. Modifications in Writing. Modification or the waiver of any provisions of this Financing Agreement or consent to any departure by the parties therefrom, shall in no event be effective unless the same shall be in writing approved by the parties hereto and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given and so long as the interests of any Bondholders are not adversely affected and the Trustee consents in writing thereto. No notice to or demand on the Borrower in any case shall entitle it to any other or further notice or demand in the same circumstances.

Section 8.5. Further Assurances and Corrective Instruments. The County, the Trustee and the Borrower agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the performance of this Financing Agreement.

Section 8.6. Captions. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Financing Agreement.

Section 8.7. Severability. The invalidity or unenforceability of any provision of this Financing Agreement shall not affect the validity of any other provision, and all other provisions shall remain in full force and effect.

Section 8.8. Counterparts. This Financing Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 8.9. Amounts Remaining in Bond Fund or Other Funds. It is agreed by the parties hereto that any amounts remaining in the Bond Fund or other funds and accounts established under the Indenture upon expiration or sooner termination of the term hereof, shall be paid in accordance with the Indenture.

Section 8.10. Effective Date and Term. This Financing Agreement shall become effective upon its execution and delivery by the parties hereto, shall be effective and remain in full force from the date hereof, and, subject to the provisions hereof, shall expire on such date as the

Indenture shall terminate and all obligations of the Borrower hereunder shall have been satisfied in full.

Section 8.11. Cross References. Any reference in this Financing Agreement to an "Exhibit," an "Article," a "Section," a "Subsection" or a "Paragraph" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an exhibit attached to this Financing Agreement, an article of this Financing Agreement, a section of this Financing Agreement, a subsection of the section of this Financing Agreement in which the reference appears and a paragraph of the subsection within this Financing Agreement in which the reference appears. All exhibits attached to or referred to in this Financing Agreement are incorporated by reference into this Financing Agreement.

Section 8.12. Waiver of Personal Liability. No supervisor, officer, agent or employee of the County or any director, officer, agent or employee of the Borrower shall be individually or personally liable for the payment of any principal (or redemption price) or interest on the Bonds or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Financing Agreement; but nothing herein contained shall relieve any such supervisor, director, officer, agent or employee from the performance of any official duty provided by law or by this Financing Agreement.

Section 8.13. Non Liability of County. The County 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 Trustee on behalf of the County pursuant to this Financing Agreement. Neither the faith and credit nor the taxing power of the State or any political subdivision thereof, nor the faith and credit or the taxing power of the County is pledged to the payment of the principal (or redemption price) or interest on the Bonds. The County 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 Financing Agreement, the Bonds or the Indenture, except only to the extent amounts are received for the payment thereof from the Borrower under this Financing Agreement.

The Borrower hereby acknowledges that the County's sole source of moneys to repay the Bonds will be provided by payments made by the Borrower pursuant to this Financing Agreement and the receipt of other Revenues, together with investment income on certain funds and accounts held by the Trustee 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 Trustee, 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 Trustee, the Borrower, the County or any third party, subject to any right of reimbursement from the Trustee, the County or any such third party, as the case may be, therefor.

Section 8.14. No Liability of Officers. No recourse under or upon any obligation, covenant, or agreement or in any Bonds, or under any judgment obtained against the County, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any supervisor, director, employee, agent or officer, as such, past, present, or future, of the County, either directly or through the County, or otherwise, for the payment for or to the County or any receiver thereof, or for or to the Owner of any Bonds, of any sum that may be due and unpaid by the County upon any of the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such supervisor,

director, employee, agent or officer, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment for or to the County or any receiver thereof, or for or to the Owner of any Bonds, of any sum that may remain due and unpaid upon the Bonds or any of them, is hereby expressly waived and released as a condition of and consideration for the execution of this Financing Agreement and the issuance of the Bonds.

Section 8.15. Capacity of the Trustee. The Trustee is entering into this Financing Agreement solely in its capacity as Trustee and shall be entitled to the rights, protections, limitations from liability and immunities afforded it as Trustee under the Indenture. The Trustee shall be responsible only for the duties of the Trustee expressly set forth herein and in the Indenture.

Section 8.16. Reliance. The representations, covenants, agreements and warranties set forth in this Financing Agreement may be relied upon by the County and the Trustee. In performing their duties and obligations under this Financing Agreement and under the Indenture, the County and the Trustee may rely upon statements and certificates of the Borrower, upon certificates of tenants believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the Borrower pertaining to occupancy of the Project. In addition, the County and the Trustee 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 County or the Trustee under this Financing Agreement and under the Indenture in good faith and in conformity with the opinion of such counsel. It is expressly understood and agreed by the parties to this Financing Agreement (other than the County) that:

(a) the County may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the County by the Trustee, any Bondholder or the Borrower as to the existence of a fact or state of affairs required under this Financing Agreement to be noticed by the County;

(b) the County shall not be under any obligation to perform any record keeping or to provide any legal service, it being understood that such services shall be performed or caused to be performed by the Trustee or the Borrower, as applicable; and

(c) none of the provisions of this Financing Agreement shall require the County or the Trustee to expend or risk its own funds (apart from the proceeds of Bonds issued under the Indenture) or otherwise endure financial liability in the performance of any of its respective duties or in the exercise of any of its respective rights under this Financing Agreement, unless it shall first have been adequately indemnified to its satisfaction against the costs, expenses and liabilities which may be incurred by taking any such action.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Financing Agreement as of the date first set forth above.

COUNTY OF CONTRA COSTA, CALIFORNIA

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

03007.38;J14384

[Signature page – Financing Agreement – Twenty One and Twenty Three Nevin Apartments – 2017B-B1]

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee

By: _____
Brian Buchanan,
Vice President

03007.38;J14384

[Signature page – Financing Agreement – Twenty One and Twenty Three Nevin Apartments – 2017B-B1]

RICHMOND NEVIN ASSOCIATES, A
CALIFORNIA LIMITED PARTNERSHIP

By: TPC Holdings VI, LLC,
an Idaho limited liability company
Its: Administrative General Partner

By: _____
Caleb Roope,
Manager

By: Central Valley Coalition for Affordable
Housing, a California nonprofit public
benefit corporation
Its: Managing General Partner

By: _____
Christina Alley,
Chief Executive Officer

03007.38:J14384

[Signature page – Financing Agreement – Twenty One and Twenty Three Nevin Apartments – 2017B-B1]

EXHIBIT A
FORM OF PROMISSORY NOTE

[TO BE ATTACHED]

FINANCING AGREEMENT

among the

COUNTY OF CONTRA COSTA, CALIFORNIA,

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee**

and

**RICHMOND NEVIN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP
as Borrower**

dated as of December 1, 2017

**relating to:
\$25,000,000
County of Contra Costa
Limited Obligation Multifamily Housing Revenue
Subordinate Bonds
(Twenty One and Twenty Three Nevin Apartments),
Series 2017B-B2**

All of the right, title and interest of the County of Contra Costa, California (except for its Unassigned Rights) in and to this Financing Agreement are being assigned to Wilmington Trust, National Association, as trustee (the "Trustee"), as security for the above-referenced bonds pursuant to a certain Indenture of Trust, dated as of December 1, 2017, between the County of Contra Costa, California and the Trustee.

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EXHIBIT A FORM OF PROMISSORY NOTE

FINANCING AGREEMENT

THIS FINANCING AGREEMENT (this "Financing Agreement"), dated as of December 1, 2017, is by and among the COUNTY OF CONTRA COSTA, CALIFORNIA (the "County"), a political subdivision and body corporate and politic of the State of California (the "State"), WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, organized and operating under the laws of the United States of America (together with any successor trustees appointed under the Indenture hereafter described, the "Trustee"), and RICHMOND NEVIN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, a limited partnership duly organized and existing under the laws of the State of California (together with its successors and assigns permitted hereunder, the "Borrower").

RECITALS:

WHEREAS, the County is authorized by Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code (the "Act") to issue revenue bonds for the purpose of financing, among other things, the acquisition and construction of multifamily rental housing to be occupied by persons of low and very low income; and

WHEREAS, the Borrower has requested the assistance of the County in financing the acquisition and construction of a 271-unit multifamily rental housing development to be known as Twenty One and Twenty Three Nevin Apartments, located in the City of Richmond, California (the "Project"), and as a condition to such financial assistance the Borrower has agreed to enter into a Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith with the County (the "Regulatory Agreement") setting forth certain restrictions with respect to the Project; and

WHEREAS, the County has determined to assist in the financing of the Project by issuing its County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B2, in the aggregate face amount (maximum principal amount) of \$25,000,000 (the "Bonds"), pursuant to an Indenture of Trust, dated as of December 1, 2017 (the "Indenture"), by and between the County and the Trustee, and the Act, and making a loan to the Borrower from the proceeds of the Bonds (the "Loan"), evidenced by a Promissory Note (the "Note") upon the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants and representations hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms (except for "Event of Default") defined in the Indenture shall have the same meanings for the purposes of this Financing Agreement. In addition to the capitalized terms defined in the Indenture and elsewhere herein, the following capitalized terms shall have the following meanings:

"Event of Default" means any of those events specified in and defined by the applicable provisions of Article VII hereof to constitute an event of default.

“Financing Agreement” means this Financing Agreement, together with any amendments hereto.

“Taxes” means all taxes, water rents, sewer rents, assessments and other governmental or municipal or public or private dues, fees, charges and levies and any liens (including federal tax liens) which are or may be levied, imposed or assessed upon the Project or any part thereof, or upon any leases pertaining thereto, or upon the rents, issues, income or profits thereof, whether any or all of the aforementioned be levied directly or indirectly or as excise taxes or as income taxes.

Section 1.2. Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. Words importing persons include firms, partnerships, limited liability companies, joint ventures, associations and corporations. References to Articles, Sections and other subdivisions of this Financing Agreement are the Articles, sections and other subdivisions of this Financing Agreement as originally executed.

The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Financing Agreement; the term “heretofore” means before the date of execution of this Financing Agreement; and the term “hereafter” means after the date of execution of this Financing Agreement.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations, Warranties and Covenants of the County. The County makes the following representations, warranties and covenants:

(a) The County is a political subdivision and body corporate and politic of the State and is duly authorized to issue the Bonds and to perform its obligations under this Financing Agreement.

(b) Assuming the due execution and delivery hereof by the Trustee and the Borrower, this Agreement is a valid and binding limited obligation of the County, enforceable against the County in accordance with its terms 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 County.

(d) 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 County with respect to which the County has been served with process that (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 County of the Loan Documents to which it is a party, (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.

Nothing in this Financing Agreement shall be construed as requiring the County 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.

Section 2.2. Representations, Warranties and Covenants of the Borrower. The Borrower makes the following representations, warranties and covenants, all of which, together with the other representations and agreements of the Borrower contained in this Financing Agreement, are relied upon by the County and the Trustee and serve as a basis for the undertakings of the County and the Trustee contained in this Financing Agreement:

(a) The Borrower is a limited partnership duly organized, validly existing and in good standing under the laws of the State and duly qualified to conduct its business under the laws of the State and in every other state in which the nature of its business requires such qualification, has full legal right, power and authority to enter into this Financing Agreement and the other Loan Documents to which it is a party, and to carry out and consummate all transactions on its part contemplated hereby and by the other Loan Documents, and by proper partnership action has duly authorized the execution, delivery and performance by it of this Financing Agreement and the other Loan Documents to which it is a party. All general partners, if any, of the Borrower are duly incorporated, organized and in good standing under the laws of their respective states of organization and are duly qualified to transact business in the State.

(b) The Borrower has the legal right, power and authority to (i) own its properties and assets, including, but not limited to, the Project, (ii) to carry on its business as now being conducted and the Borrower contemplates it to be conducted under the Loan Documents and otherwise with respect to the Project, and (iii) execute and deliver, carry out its obligations under, and close the transactions provided for in, the Loan Documents to which it is a party.

(c) The officers or managers of the general partners of the Borrower executing this Financing Agreement and the other Loan Documents are duly and properly in office and fully authorized to execute the same. This Financing Agreement and the other Loan Documents have been duly authorized, executed and delivered by the Borrower.

(d) This Financing Agreement and the other Loan Documents to which it is a party constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower in accordance with their respective terms, except 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.

(e) No consent or approval of any trustee or holder of any indebtedness of the Borrower, and 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 by the Borrower of this Financing Agreement or the other Loan Documents to which the Borrower is a party or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

(f) The execution and delivery of this Financing Agreement and the other Loan Documents to which the Borrower is a party, the consummation of the transactions

herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and 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 (i) the organizational or other governing documents of the Borrower, (ii) any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, (iii) 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 or assets are otherwise subject or bound, or (iv) except as provided in the Loan Documents, 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 this Financing Agreement or the Loan Documents, or the financial condition, assets, properties or operations of the Borrower.

(g) There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending or threatened against or affecting the Borrower 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, this Financing Agreement or the other Loan Documents or upon the financial condition, assets, properties or operations of the Borrower, and the Borrower 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 this Financing Agreement or the other Loan Documents or the financial condition, assets, properties or operations of the Borrower. The Borrower enjoys the peaceful and undisturbed possession of all of the premises upon which it is operating its facilities.

(h) The Project and the operation of the Project (in the manner contemplated by the Loan Documents) will conform with the requirements of the Act as well as all applicable zoning, planning, building and environmental laws, ordinances and regulations of governmental authorities having jurisdiction over the Project.

(i) All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower 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 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.

(j) The Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party which default would materially adversely affect the transactions contemplated by the Loan Documents or the operations of the Borrower or the enforceability of the Loan Documents to which the Borrower is a party or the ability of the Borrower to perform all obligations thereunder.

(k) The Borrower agrees to pay all costs of maintenance and repair, all Taxes and assessments, insurance premiums (including public liability insurance and insurance

against damage to or destruction of the Project) concerning or in any way related to the Project, or any part thereof, and any expenses or renewals thereof, and any other governmental charges and impositions whatsoever, foreseen or unforeseen, and all utility and other charges and assessments concerning or in any way related to the Project.

(l) All of the partnership interests in the Borrower are validly issued and are fully registered, if required, with the applicable governmental authorities and/or agencies, and, except as set forth in the Borrower's partnership agreement, there are no outstanding options or rights to purchase or acquire those interests. Nothing in this Financing Agreement shall prevent the Borrower from issuing additional partnership interests if such units are issued in accordance with all applicable securities laws.

(m) The representations and warranties of the Borrower contained in the Regulatory Agreement are true and accurate.

(n) The information, statements or reports furnished in writing to the County or the Bondholder Representative by the Borrower in connection with this Financing Agreement and the other Loan Documents, or the consummation of the transactions contemplated hereby, do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; and the representations and warranties of the Borrower and the statements, information and descriptions contained in the Borrower's closing certificates relating to the Bonds and the Loan, as of the Closing Date, are true and correct in all material respects, do not contain any untrue statement of a material fact, and do not omit to state a material fact necessary to make the representations, warranties, statements, information and descriptions contained therein, in the light of the circumstances under which they were made, not misleading; and any estimates or the assumptions contained in any certificate of the Borrower delivered as of the Closing Date are reasonable.

(o) All financial statements and information heretofore delivered to the County or the Bondholder Representative by Borrower, including without limitation, information relating to the financial condition of Borrower, the Project, its partners and/or any guarantor, fairly and accurately present the financial position thereof and have been prepared (except where specifically noted therein) in accordance with generally accepted accounting principles consistently applied. Since the date of such statements, there has been no material adverse change in the financial condition or results of operations of the Borrower or the other subjects of such statements.

(p) The Borrower shall pay and indemnify the County and the Trustee against all reasonable fees, costs and charges, including reasonable fees and expenses of attorneys, accountants, consultants and other experts, incurred in good faith (and with respect to the Trustee, without negligence) and arising out of or in connection with the Bond Documents or the Bonds. These obligations and those in Section 6.1 shall remain valid and in effect notwithstanding repayment of the Loan hereunder or the Bonds or termination of this Financing Agreement or the Indenture.

(q) 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 County for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Bond Documents or the Loan Documents, or otherwise relied on the County for any advice.

(r) All material certificates, approvals, permits and authorizations of applicable local governmental agencies, and agencies of the State and the federal government have been or will be obtained with respect to the acquisition, construction and installation of the Project and the Project will be acquired, constructed and installed and the Project will be operated pursuant to and in accordance with such certificates, approvals, permits and authorizations.

Section 2.3. Representations and Warranties of the Trustee. The Trustee makes the following representations and warranties:

(a) The Trustee is a national banking association, duly organized and existing under the laws of the United States of America. The Trustee is duly authorized to act as a fiduciary and to execute the trust created by the Indenture, and meets the qualifications to act as Trustee under the Indenture.

(b) The Trustee has complied with the provisions of law which are prerequisite to the consummation of, and has all necessary power (including trust powers) and authority (i) to execute and deliver this Financing Agreement and the other Loan Documents to which it is a party, (ii) to perform its obligations under this Financing Agreement and the other Loan Documents to which it is a party, and (iii) to consummate the transactions contemplated by this Financing Agreement and the other Loan Documents to which it is a party.

(c) The Trustee has duly authorized (i) the execution and delivery of this Financing Agreement and the other Loan Documents to which it is a party, (ii) the performance by the Trustee of its obligations under this Financing Agreement and the other Loan Documents to which it is a party, and (iii) the actions of the Trustee contemplated by this Financing Agreement and the other Loan Documents to which it is a party.

(d) Each of the Loan Documents to which the Trustee is a party has been duly executed and delivered by the Trustee and, assuming due authorization, execution and delivery by the other parties thereto, constitutes a valid and binding obligation of the Trustee, enforceable against the Trustee in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(e) No approval, permit, consent, authorization or order of any court, governmental agency or public board or body not already obtained is required to be obtained by the Trustee as a prerequisite to (i) the execution and delivery of this Financing Agreement and the other Loan Documents to which the Trustee is a party (ii) the authentication or delivery of the Bonds, (iii) the performance by the Trustee of its obligations under this Financing Agreement and the other Loan Documents to which it is a party, or (iv) the consummation of the transactions contemplated by this Financing Agreement and the other Loan Documents to which the Trustee is a party. The Trustee makes no representation or warranty relating to compliance with any federal or state securities laws.

Section 2.4. Arbitrage and Rebate Fund Calculations. The Borrower shall (a) take or cause to be taken all actions necessary or appropriate in order to fully and timely comply with Section 4.13 of the Indenture and Section 2(r) of the Regulatory Agreement, and (b) if required to do so under Section 4.13 of the Indenture or Section 2(r) of the Regulatory Agreement, select at the Borrower's expense, a Rebate Analyst reasonably acceptable to the County for the purpose of making any and all calculations required under Section 4.13 of the Indenture. Such calculations, if required, shall be made in the manner and at such times as specified in Section 4.13 of the Indenture and Section 2(r) of the Regulatory Agreement. The Borrower shall cause the Rebate Analyst to provide copies of such calculations to the Trustee and the County at such times and with such directions as are necessary to comply fully with the arbitrage and rebate requirements set forth in the Indenture and the Regulatory Agreement and to comply fully with Section 148 of the Code, including the timely payment of any arbitrage rebate owed.

Section 2.5. Tax Covenants of the Borrower. The Borrower covenants and agrees that:

(a) It will at all times comply with the terms of the Tax Certificate and the Regulatory Agreement;

(b) It will not take, or permit to be taken on its behalf, any action which would cause the interest payable on the Bonds to be included in gross income, for federal income tax purposes, and will take such action as may be necessary in the opinion of Bond Counsel to continue such exclusion from gross income, including, without limitation, the preparation and filing of all statements required to be filed by it in order to maintain the exclusion (including, but not limited to, the filing of all reports and certifications required by the Regulatory Agreement);

(c) 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 Bonds;

(d) It will comply with the requirements of Section 148 of the Code and the Regulations issued thereunder throughout the term of the Bonds and will not make any use of the proceeds of the Bonds, or of any other funds which may be deemed to be proceeds of the Bonds under the Code and the related regulations of the United States Treasury, which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code;

(e) If the Borrower becomes aware of any situation, event or condition which would, to the best of its knowledge, result in the interest on the Bonds becoming includable in gross income for federal income tax purposes, it will promptly give written notice of such circumstance, event or condition to the County, the Trustee and the Bondholder Representative.

In the event of a conflict between the terms of this Section 2.5 and the Tax Certificate, the terms of the Tax Certificate shall control.

Section 2.6. Enforcement of Loan Documents. The Trustee may enforce and take all reasonable steps, actions and the proceedings necessary for the enforcement of all terms, covenants and conditions of the Loan Documents as and to the extent set forth therein.

ARTICLE III

THE LOAN

Section 3.1. Conditions to Funding the Loan. On the Closing Date, the Trustee to transfer the proceeds of the Bonds received by it in accordance with Section 2.10 of the Indenture and Section 3.3 hereof. The Trustee shall use such proceeds as provided in Sections 2.10 and 4.02 of the Indenture; provided that no such disbursements of proceeds of the Bonds shall be made until the following conditions have been met:

(a) The Borrower shall have executed and delivered to the County the Note in the form attached hereto as Exhibit A, with only such changes therein as shall be approved in writing by the Bondholder Representative and the County shall have endorsed the Note, without recourse, to the Trustee;

(b) The Mortgage shall have been executed and delivered by the Borrower and delivered to the title company for recording in the appropriate office for officially recording real estate documents in the jurisdiction in which the Project is located (the "Recorder's Office");

(c) The Regulatory Agreement shall have been executed and delivered by the parties thereto and shall have been delivered to the title company for recording in the Recorder's Office, and the Trustee shall have received evidence satisfactory to it of such delivery;

(d) All other Loan Documents not listed above shall have been executed and delivered by all parties thereto and delivered to the Trustee; and

(e) The Borrower shall have delivered to the Trustee and the County a certificate confirming, as of the Closing Date, the matters set forth in Section 2.2 and an opinion of its counsel or other counsel in a form satisfactory to the County.

Section 3.2. Terms of the Loan. The Loan shall (i) be evidenced by the Note; (ii) be initially secured by the Mortgage; (iii) be in the maximum principal amount of up to \$25,000,000; (iv) bear interest as provided in the Note; (v) provide for principal and interest payments in accordance with the Note; and (vi) be subject to optional and mandatory prepayment at the times, in the manner and on the terms, and have such other terms and provisions, as provided herein and in the Note.

Section 3.3. Initial Deposits. On the Closing Date, proceeds of the Bonds and other amounts shall be deposited and applied pursuant to the Indenture.

Section 3.4. Assignment to Trustee. The parties hereto acknowledge, and the Borrower consents to, the assignment by the County to the Trustee pursuant to the Indenture of all of the County's right, title and interest in this Financing Agreement (excluding the Unassigned Rights), the Loan, the Mortgage and the Revenues as security for the payment of the principal of, premium, if any, and interest on the Bonds.

Section 3.5. Investment of Funds. Except as otherwise provided in the Indenture, any money held as a part of any fund or account established under the Indenture shall be invested or reinvested by the Trustee in Qualified Investments in accordance with the Indenture.

Section 3.6. Damage; Destruction and Eminent Domain. If, prior to payment in full of the Bonds, the Project or any portion thereof is destroyed or damaged in whole or in part by fire or other casualty, or title to, or the temporary use of, the Project or any portion thereof shall have been taken by the exercise of the power of eminent domain, and the County, the Borrower or the Trustee receives Net Proceeds from insurance or any condemnation award in connection therewith, such Net Proceeds shall be utilized as provided in the Loan Documents and the Indenture.

ARTICLE IV

LOAN PAYMENTS

Section 4.1. Payments Under the Note; Independent Obligation of Borrower.

(a) The Borrower agrees to repay the Loan as provided in the Note, and in all instances at the times and in the amounts necessary to enable the Trustee, on behalf of the County, to pay all amounts payable with respect to the Bonds, when due, whether at maturity or upon redemption (with premium, if applicable), acceleration or otherwise. The obligation of the Borrower to make the payments set forth in this Article IV shall be an independent and separate obligation of the Borrower from its obligation to make payments under the Note, provided that in all events payments made by the Borrower under and pursuant to the Note shall be credited against the Borrower's obligations hereunder on a dollar for dollar basis. If for any reason the Note or any provision of the Note shall be held invalid or unenforceable against the Borrower by any court of competent jurisdiction, the Note or such provision of the Note shall be deemed to be the obligation of the Borrower pursuant to this Financing Agreement to the full extent permitted by law and such holding shall not invalidate or render unenforceable any of the provisions of this Article IV and shall not serve to discharge any of the Borrower's payment obligations hereunder or eliminate the credit against such obligations to the extent of payments made under the Note.

(b) The obligations of the Borrower to repay the Loan, to perform all of its obligations under the Loan Documents, to provide indemnification pursuant to Section 6.1 hereof, to pay costs, expenses and charges pursuant to Section 4.2 hereof and to make any and all other payments required by this Financing Agreement, the Indenture or any other documents contemplated by this Financing Agreement or by the Loan Documents shall, subject to the limitations set forth in Section 5.1 hereof, be absolute and unconditional and shall not be subject to diminution by setoff, recoupment, counterclaim, abatement or otherwise.

(c) Notwithstanding anything contained in any other provision of this Financing Agreement to the contrary (but subject to the provisions of Section 5.1 hereof and the Subordination Agreement), the following obligations of the Borrower shall be and remain the joint and several full recourse obligations of the Borrower and each of the Borrower's general partners, payable from and enforceable against any and all income, assets and properties of the Borrower: (i) the Borrower's obligations to the County and the Trustee under Sections 4.2 and 4.3(c) and (d) of this Financing Agreement; (ii) the Borrower's obligations under Section 6.1 of this Financing Agreement; and (iii) the Borrower's obligation to pay legal fees and such expenses under Section 7.4 of this Financing Agreement.

Section 4.2. Payment of Certain Fees and Expenses Under the Note.

(a) The Borrower shall pay (or cause to be paid by the Trustee), in consideration of the funding of the Loan, the following fees, expenses and other money payable in connection with the Loan:

(i) On or prior to the Closing Date, to the County, the County Issuance Fee, together with the first County Annual Fee, as such capitalized terms are defined in the Regulatory Agreement.

(ii) On the Closing Date, to the Trustee, an acceptance fee attributable to the Bonds in an amount equal to \$3,000, together with all third party and out of pocket expenses of the Trustee (including but not limited to the fees and expenses of counsel to the Trustee) in connection with the Loan and the issuance of the Bonds.

(iii) All other fees and expenses of the Trustee and the County described in Sections 2.2(p), 4.3(b), 4.3(c) and 4.3(d) hereof.

Section 4.3. Additional Payments. In addition to the payments under the Loan, the Borrower shall also pay to the County or to the Trustee, as the case may be, "Additional Payments," as follows:

(a) All taxes and assessments of any type or character charged to the County or to the Trustee affecting the amount available to the County or the Trustee 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 Trustee and taxes based upon or measured by the net income of the Trustee; provided, however, that the Borrower shall have the right to protest any such taxes or assessments and to require the County or the Trustee, 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 County or the Trustee;

(b) All reasonable fees, charges and expenses of the Trustee for services rendered under the Indenture and all amounts referred to in Section 7.06 of the Indenture, as and when the same become due and payable;

(c) The fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the County or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under the Loan Documents or the Indenture; and

(d) The County Annual Fee, as such capitalized term is defined in the Regulatory Agreement, and the fees and expenses of the County or any agent or attorney selected by the County to act on its behalf in connection with 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 any such Bonds or in connection with any litigation, investigation or other proceeding which may at any time be instituted involving this Financing Agreement, the Regulatory Agreement, 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.

(e) Any amounts due and payable by the Borrower as arbitrage rebate under Section 148 of the Code, pursuant to Borrower's covenants and agreements with respect thereto in Section 2(r) of the Regulatory Agreement.

The obligations of the Borrower in this Section 4.3 and those in Section 6.1 shall remain valid and in effect notwithstanding repayment of the Loan hereunder or termination of this Financing Agreement or the Indenture.

Such Additional Payments shall be billed to the Borrower by the County or the Trustee from time to time, together with a statement certifying that the amount billed has been incurred or paid by the County or the Trustee for one or more of the above items. After such a demand, amounts so billed shall be paid by the Borrower within thirty (30) days after the date of invoice. Notwithstanding the foregoing, the County shall not be required to submit a bill to the Borrower for payment of the County Annual Fee (as defined in the Regulatory Agreement) or any amounts due with respect to arbitrage rebate under Section 148 of the Code, the calculation and payment for which is the responsibility of the Borrower.

Section 4.4. Prepayment of Loan. The Borrower shall have the option to prepay the Loan in full or in part prior to the payment and discharge of all the outstanding Bonds in accordance with the provisions of the Indenture, this Financing Agreement and the Note, upon payment of any amount due under the next succeeding paragraph. The Borrower shall be required to prepay the Loan in each case that Bonds are required to be redeemed in accordance with the terms and conditions set forth in the Indenture, in like amount.

The Bonds are subject to redemption in accordance with the terms and conditions set forth in the Indenture. In connection with any prepayment, whether optional or mandatory, in addition to all other payments required under the Note, the Borrower shall pay an amount sufficient to pay the redemption price of the Bonds to be redeemed, including principal, interest and premium (if any), and further including any interest to accrue with respect to the Loan and such Bonds between the prepayment date and the redemption date, together with a sum sufficient to pay all fees, costs and expenses of the County or the Trustee in connection with such redemption and, in the case of redemption in whole, to pay all other amounts payable by it under this Financing Agreement and the Indenture. The Borrower shall provide notice of the prepayment to the County and the Trustee in writing ten (10) days, or such shorter time as is possible in the case of mandatory prepayments, prior to the date on which the Borrower will make the prepayment. Each such notice shall state (a) the amount to be prepaid, (b) the date on which the prepayment will be made by the Borrower, and (c) the cause for the prepayment, if any.

Section 4.5. Borrower's Obligations Upon Redemption. In the event of any redemption of the Bonds, the Borrower will timely pay, to the Trustee an amount equal to the principal amount of such Bonds or portions thereof called for redemption, together with interest accrued to the redemption date. In addition, the Borrower will timely pay all fees, costs and expenses of the County or the Trustee associated with any redemption of Bonds.

Section 4.6. Subordination. Notwithstanding anything to the contrary set forth herein, the Borrower obligations under this Financing Agreement and the Note shall be limited in the manner and to the extent set forth in Section 2.11 of the Indenture and the Subordination Agreement.

ARTICLE V

SPECIAL COVENANTS OF BORROWER

Section 5.1. Performance of Obligations. The Borrower shall keep and faithfully perform all of its covenants and undertakings contained herein and in the Loan Documents, including, without limitation, its obligations to make all payments set forth herein and therein in the amounts, at the times and in the manner set forth herein and therein.

Except as otherwise provided herein or in the Loan Documents, the obligations of the Borrower under this Financing Agreement are non recourse liabilities of the Borrower. However, nothing in this Section 5.1 shall limit the right of the County or the Trustee to proceed against the Borrower or its general partner(s) to recover any fees owing to any of them or any actual out of pocket expenses (including but not limited to actual out of pocket attorneys' fees incurred by any of them) incurred by any of them in connection with the enforcement of any rights under this Financing Agreement or the other Loan Documents or in respect of the indemnity provisions of Section 6.1. In any action or proceeding brought with respect to the Loan or the Bonds, no deficiency or other money judgment shall be enforced against the Borrower or any partner of the Borrower or any successor or assign of the Borrower, and any judgment obtained shall be enforced only against the Project and other property of the Borrower encumbered by the Loan Documents and not against the Borrower or any partner of the Borrower or any successor or assign of the Borrower, except as described in the preceding sentence.

Section 5.2. Compliance With Applicable Laws. All work performed in connection with the Project shall be performed in strict compliance with all applicable federal, state, county and municipal laws, ordinances, rules and regulations now in force or that may be enacted hereafter.

Section 5.3. Indenture Provisions. The execution of this Financing Agreement shall constitute conclusive evidence of approval of the Indenture by the Borrower. Whenever the Indenture by its terms imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower were an express party to the Indenture, and the Borrower shall carry out and perform all of its obligations under the Indenture as fully as if the Borrower were a party to the Indenture.

Section 5.4. Intentionally Omitted.

Section 5.5. Borrower to Maintain Its Existence; Certification of No Default.

(a) The Borrower agrees to maintain its existence and maintain its current legal status with authority to own and operate the Project.

(b) In addition to performing all other similar requirements under the Loan Documents to which the Borrower is a party, the Borrower shall, within thirty (30) days after the end of each calendar year, render to the Trustee a certificate executed by an Authorized Officer of the Borrower to the effect that the Borrower is not, as of the date of such certificate, in default of any of its covenants, agreements, representations or warranties under any of the Loan Documents to which the Borrower is a party and that, to the best of the Borrower's knowledge, after reasonable investigation, there has occurred no default or Event of Default (as such terms are used or defined in each respective Loan Document) under any of the Loan Documents.

Section 5.6. Borrower to Remain Qualified in State and Appoint Agent. The Borrower will remain duly qualified to transact business in the State and will maintain an agent in the State on whom service of process may be made in connection with any actions against the Borrower.

Section 5.7. Sale or Other Transfer of Project. The Borrower may convey and transfer the Project only upon strict compliance with the provisions of the Regulatory Agreement and the Loan Documents.

Section 5.8. Right to Perform Borrower's Obligations. In the event the Borrower fails to perform any of its obligations under this Financing Agreement, the County or the Trustee, after giving requisite notice, if any, may, but shall be under no obligation whatsoever to, perform such obligation and pay all costs related thereto, and all such costs so advanced by the County or the Trustee shall become an additional obligation of the Borrower hereunder, payable on demand and if not paid on demand with interest thereon at the default rate of interest payable under the Loan Documents.

Section 5.9. Notice of Certain Events. The Borrower shall promptly advise the County and the Trustee in writing of the occurrence of any Event of Default hereunder or under (and as defined in) the Regulatory Agreement or any event which, with the passage of time or service of notice or both, would constitute an Event of Default hereunder or under (and as defined in) the Regulatory Agreement, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

Section 5.10. Survival of Covenants. The provisions of Sections 2.4, 4.2, 6.1 and 7.4 of this Financing Agreement shall survive the expiration or earlier termination of this Financing Agreement and, with regard to the Trustee, the resignation or removal of the Trustee.

Section 5.11. Access to Project; Records. Subject to reasonable notice, the County and the Trustee, and the respective duly authorized agents of each, shall have the right (but not any duty or obligation) at all reasonable times and during normal business hours: (a) to enter the Project and any other location containing the records relating to the Borrower, the Project, the Loan and the Borrower's compliance with the terms and conditions of the Loan Documents; (b) to inspect and audit any and all of the Borrower's records or accounts pertaining to the Borrower, the Project, the Loan and the Borrower's compliance with the terms and conditions of the Loan Documents; and (c) to require the Borrower, at the Borrower's sole expense, (i) to furnish such documents to the County and the Trustee, as the County or the Trustee, as the case may be, from time to time, deems reasonably necessary in order to determine that the provisions of the Loan Documents have been complied with, and (ii) to make copies of any records that the County or the Trustee or the respective duly authorized agents of each, may reasonably require. The Borrower shall make available to the County and the Trustee, such information concerning the Project, the Mortgage and the Loan Documents as any of them may reasonably request.

Section 5.12. Reserved.

Section 5.13. Damage, Destruction and Condemnation. If prior to full payment of the Bonds (or provision for payment of the Bonds in accordance with the provisions of the Indenture) the Project or any portion of it is destroyed (in whole or in part) or is damaged by fire or other casualty, or title to, or the temporary use of, the Project or any portion of it shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, or shall be transferred pursuant to an agreement or settlement in lieu of eminent domain proceedings, the Borrower

shall nevertheless be obligated to continue to pay the amounts specified in this Financing Agreement and in the Note.

Section 5.14. Obligation of the Borrower to Acquire and Construct the Project. The Borrower shall proceed with reasonable dispatch to complete the acquisition, construction, development and equipping of the Project. If amounts on deposit in the Loan Fund designated for the Project and available to be disbursed to the Borrower are not sufficient to pay the costs of such acquisition, construction, development and equipping, the Borrower shall pay such additional costs from its own funds, or from proceeds of the Senior Loan or the loan of the proceeds of the B-B1 Bonds. The Borrower shall not be entitled to any reimbursement from the County, the Trustee, or the Bondholders in respect of any such costs or to any diminution or abatement in the repayment of the Loan. Neither of the Trustee nor the County makes any representation or warranty, either express or implied, that money, if any, which will be paid into the Loan Fund or otherwise made available to the Borrower will be sufficient to complete the Project, and neither of the Trustee nor the County shall be liable to the Borrower, the Bondholders or any other person if for any reason the Project is not completed.

Section 5.15. Filing of Financing Statements. The Borrower shall file or record or cause to be filed or recorded on or prior to the Closing Date all financing statements which are required to be filed or recorded in order fully to protect and preserve the security interests relating to the priority of the Loan, the Trust Estate and the Mortgage, and the rights and powers of the County and the Trustee in connection with such security interests. The Borrower shall cooperate with the Trustee in connection with the filing of any continuation statements for purposes of continuing without lapse the effectiveness of such financing statements.

ARTICLE VI

INDEMNIFICATION

Section 6.1. Indemnification. (a) To the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the County, the Trustee, and each of their respective 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 Financing Agreement, the Regulatory Agreement, the other Loan Documents, the Tax Certificate, the Senior Obligations, the B-B1 Bonds or the B-B1 Indenture, 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, 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 construction of, the Project or any part thereof;

(iii) any lien or charge upon payments by the Borrower to the County and the Trustee hereunder, or any taxes (including, without limitation, all ad valorem taxes and

sales taxes), assessments, impositions and other charges imposed on the County or the Trustee 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;

(viii) the Trustee'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 Trustee or any of its respective officers, 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 County or any of its officers, supervisors, 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 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 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 thereto, the Borrower will pay upon demand all of the fees and expenses paid or incurred by the Trustee and/or the County in enforcing the provisions hereof, as more fully set forth herein.

(b) The rights of any persons to indemnity hereunder and rights to payment of fees and reimbursement of expenses pursuant this Financing Agreement shall survive the final payment or defeasance of the Bonds and in the case of the Trustee any resignation or removal. The provisions of this Section shall survive the termination of this Financing Agreement.

Nothing contained in this Section 6.1 shall in any way be construed to limit the indemnification rights of the County contained in Section 9 of the Regulatory Agreement. With

respect to the County, the Regulatory Agreement shall control in any conflicts between this Section 6.1 and Section 9 of the Regulatory Agreement.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default. The following shall be “Events of Default” under this Financing Agreement and the term “Event of Default” shall mean, whenever it is used in this Financing Agreement, one or all of the following events:

(a) Any representation or warranty made by the Borrower in the Loan Documents or any certificate, statement, data or information furnished by the Borrower in connection therewith or included by the Borrower in its application to the County for assistance in financing the Project proves at any time to have been incorrect when made in any material respect;

(b) Failure by the Borrower to pay any amounts due under this Financing Agreement, the Note or the Mortgage at the times and in the amounts required by this Financing Agreement, the Note and the Mortgage, as applicable; or

(c) The Borrower’s failure to observe and perform any of its other covenants, conditions or agreements contained herein, other than as referred to in clause (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given by the County or the Trustee to the Borrower; provided, however, that if the failure shall be such that it can be corrected but not within such period, the County and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower within such period and diligently pursued until the failure is corrected (unless, in the opinion of Bond Counsel delivered to the County, the Trustee, the Bondholder Representative and the Borrower, failure to correct such breach or failure within the cure period herein provided (or such shorter time as shall be established as a limitation on the period of time during which correction may be pursued) will adversely affect the exclusion from gross income of interest on the Bonds for federal income taxation purposes or violate State law, in which case the extension of cure period herein provided will not be available);

Nothing contained in this Section is intended to amend or modify any of the provisions of the Loan Documents or to bind the County or the Trustee to any notice and cure periods other than as expressly set forth in the Loan Documents. The tender of a cure by Borrower’s investment limited partner or its designee(s) shall be accepted as if tendered by the Borrower.

Section 7.2. Remedies on Default. Subject to the provisions of Section 2.11 of the Indenture and the Subordination Agreement, whenever any Event of Default hereunder shall have occurred and be continuing, the Trustee or the County where so provided may take any one or more of the following remedial steps:

(a) In the event any of the Bonds shall at the time be Outstanding and not paid and discharged in accordance with the provisions of the Indenture, the County or the Trustee may have access to and inspect, examine and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the Borrower.

(b) The County or the Trustee may, without being required to give any notice (other than to the County or the Trustee, as applicable), except as provided herein, pursue all remedies of a creditor under the laws of the State, as supplemented and amended, or any other applicable laws.

(c) The County or Trustee may take whatever action at law or in equity may appear necessary or desirable to collect the payments due under this Financing Agreement then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Financing Agreement.

Any amounts collected pursuant to Article IV and any other amounts which would be applicable to payment of principal of and interest and any premium on the Bonds collected pursuant to action taken under this Section shall be applied in accordance with the provisions of the Indenture.

The provisions of this Section are subject to the further limitation that if, after any Event of Default hereunder all amounts which would then be payable hereunder by the Borrower if such Event of Default had not occurred and was not continuing shall have been paid by or on behalf of the Borrower, and the Borrower shall have also performed all other obligations in respect of which it is then in default hereunder, and shall have paid the charges and expenses of the County and the Trustee, including attorneys' fees paid or incurred in connection with such default, and if there shall then be no default existing under the Indenture, then and in every such case such Event of Default hereunder shall be waived and annulled, but no such waiver or annulment shall affect any subsequent or other Event of Default or impair any right consequent thereon.

Section 7.3. No Remedy Exclusive. No remedy conferred upon or reserved to the County or the Trustee by this Financing Agreement 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 Financing 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 Event of 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 County or the Trustee to exercise any remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than such notice as may be expressly required by this Financing Agreement.

Section 7.4. Agreement to Pay Attorneys' Fees and Expenses. In the event the Borrower should default under any of the provisions of this Financing Agreement and the County or the Trustee should employ attorneys or incur other expenses for the collection of loan payments or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained in this Financing Agreement or in the Note, the Borrower shall on demand therefor reimburse the reasonable fees of such attorneys and such other expenses so incurred.

Section 7.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Financing Agreement should be breached by any party and thereafter waived by the other parties, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.6. No Interference or Impairment of Senior Obligations. Notwithstanding anything herein to the contrary, and without limiting the generality of the provisions of Section

2.11 of the Indenture, subject to the provisions of the Subordination Agreement, none of the County, the Trustee nor any other person shall:

(a) initiate or take any action which may have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal of, interest on, or other amounts due and payable under, the Senior Loan, the B-B1 Loan or the Senior Transaction Documents; or

(b) interfere with or attempt to interfere with or influence the exercise by the Funding Lender or the B-B1 Trustee of any of its rights under the Issue I Loan, the B-B1 Loan or the Senior Transaction Documents, including, without limitation, the Funding Lender or the B-B1 Trustee remedial rights under the Senior Loan or the B-B1 Loan upon the occurrence of an event of default by the Borrower under the Senior Loan, the B-B1 Loan or the Senior Transaction Documents, as applicable.

it being understood and agreed that neither the County nor the Trustee may, on account of any default under this Financing Agreement, cause the Senior Loan or the B-B1 Loan to become due and payable or cause the Governmental Lender Note or the B-B1 Bonds to be redeemed or to declare the principal of the Governmental Lender Note or the B-B1 Bonds and the interest accrued on the Governmental Lender Note or the B-B1 Bonds to be immediately due and payable, or cause the trustee to foreclose or take any other action under the Senior Transaction Documents or any other documents to obtain such performance or observance.

Promptly upon determining that a violation of this Financing Agreement has occurred, the Trustee shall, by notice in writing to the Funding Lender and the B-B1 Trustee, inform the Funding Lender and the B-B1 Trustee that such violation has occurred, the nature of the violation and that the violation has been cured or has not been cured, but is curable within a reasonable period of time, or is incurable; notwithstanding the occurrence of such violation, neither the County nor the Trustee shall have, and each of them acknowledge that they shall not have, any right to cause or direct acceleration of the Senior Loan or the B-B1 Loan or to foreclose on the Senior Security Instrument or the B-B1 Mortgage.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Notices. Whenever in this Financing Agreement 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.

Any notice, request, complaint, demand, communication or other paper required or permitted to be delivered to the County, the Trustee, or the Borrower shall be sufficiently given and shall be deemed given (unless another form of notice shall be specifically set forth herein) on the Business Day following the date on which such notice or other communication shall have been delivered to a national overnight delivery service (receipt of which to be evidenced by a signed receipt from such overnight delivery service) addressed to the appropriate party at the addresses set forth in Section 11.05(a) of the Indenture or upon receipt such notice or other communication delivered by facsimile transmission as required or permitted by this Financing Agreement (receipt of which shall be evidenced by confirmation of transmission). The County, the Trustee, or the Borrower may, by notice given as provided in this paragraph, designate any further or different address to which subsequent notices or other communication shall be sent.

The Trustee agrees to accept and act upon facsimile transmission of written instructions and/or directions pursuant to this Financing Agreement, provided, however, that subsequent to such facsimile transmission of written instructions shall provide the originally executed instructions and/or directions shall be provided to the Trustee in a timely manner.

Section 8.2. Concerning Successors and Assigns. All covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the financing herein contemplated and shall continue in full force and effect so long as the obligations hereunder are outstanding. Whenever in this Financing Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Borrower which are contained in this Financing Agreement shall bind its successors and assigns and inure to the benefit of the successors and assigns of the County and the Trustee.

Section 8.3. Choice of Law and Venue. This Financing Agreement and the Bonds are contracts made under the laws of the State and shall be governed by and construed in accordance with the Constitution and laws applicable to contracts made and performed in the State. This Financing Agreement and the Bonds shall be enforceable in the State, and any action arising out of this Financing Agreement or the Bonds shall be filed and maintained in the County, unless the County waives this requirement.

Section 8.4. Modifications in Writing. Modification or the waiver of any provisions of this Financing Agreement or consent to any departure by the parties therefrom, shall in no event be effective unless the same shall be in writing approved by the parties hereto and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given and so long as the interests of any Bondholders are not adversely affected and the Trustee consents in writing thereto. No notice to or demand on the Borrower in any case shall entitle it to any other or further notice or demand in the same circumstances.

Section 8.5. Further Assurances and Corrective Instruments. The County, the Trustee and the Borrower agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the performance of this Financing Agreement.

Section 8.6. Captions. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Financing Agreement.

Section 8.7. Severability. The invalidity or unenforceability of any provision of this Financing Agreement shall not affect the validity of any other provision, and all other provisions shall remain in full force and effect.

Section 8.8. Counterparts. This Financing Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 8.9. Amounts Remaining in Bond Fund or Other Funds. It is agreed by the parties hereto that any amounts remaining in the Bond Fund or other funds and accounts established under the Indenture upon expiration or sooner termination of the term hereof, shall be paid in accordance with the Indenture.

Section 8.10. Effective Date and Term. This Financing Agreement shall become effective upon its execution and delivery by the parties hereto, shall be effective and remain in full force

from the date hereof, and, subject to the provisions hereof, shall expire on such date as the Indenture shall terminate and all obligations of the Borrower hereunder shall have been satisfied in full.

Section 8.11. Cross References. Any reference in this Financing Agreement to an "Exhibit," an "Article," a "Section," a "Subsection" or a "Paragraph" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an exhibit attached to this Financing Agreement, an article of this Financing Agreement, a section of this Financing Agreement, a subsection of the section of this Financing Agreement in which the reference appears and a paragraph of the subsection within this Financing Agreement in which the reference appears. All exhibits attached to or referred to in this Financing Agreement are incorporated by reference into this Financing Agreement.

Section 8.12. Waiver of Personal Liability. No supervisor, officer, agent or employee of the County or any director, officer, agent or employee of the Borrower shall be individually or personally liable for the payment of any principal (or redemption price) or interest on the Bonds or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Financing Agreement; but nothing herein contained shall relieve any such supervisor, director, officer, agent or employee from the performance of any official duty provided by law or by this Financing Agreement.

Section 8.13. Non Liability of County. The County 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 Trustee on behalf of the County pursuant to this Financing Agreement. Neither the faith and credit nor the taxing power of the State or any political subdivision thereof, nor the faith and credit or the taxing power of the County is pledged to the payment of the principal (or redemption price) or interest on the Bonds. The County 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 Financing Agreement, the Bonds or the Indenture, except only to the extent amounts are received for the payment thereof from the Borrower under this Financing Agreement.

The Borrower hereby acknowledges that the County's sole source of moneys to repay the Bonds will be provided by payments made by the Borrower pursuant to this Financing Agreement and the receipt of other Revenues, together with investment income on certain funds and accounts held by the Trustee 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 Trustee, 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 Trustee, the Borrower, the County or any third party, subject to any right of reimbursement from the Trustee, the County or any such third party, as the case may be, therefor.

Section 8.14. No Liability of Officers. No recourse under or upon any obligation, covenant, or agreement or in any Bonds, or under any judgment obtained against the County, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any supervisor, director, employee, agent or officer, as such, past, present, or future, of the County, either directly or through the County, or otherwise, for the payment for or to the County or any receiver thereof, or for or to the Owner of any Bonds, of any sum that may be due and unpaid by the County upon any of the Bonds. Any and all personal liability of every nature, whether at

common law or in equity, or by statute or by constitution or otherwise, of any such supervisor, director, employee, agent or officer, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment for or to the County or any receiver thereof, or for or to the Owner of any Bonds, of any sum that may remain due and unpaid upon the Bonds or any of them, is hereby expressly waived and released as a condition of and consideration for the execution of this Financing Agreement and the issuance of the Bonds.

Section 8.15. Capacity of the Trustee. The Trustee is entering into this Financing Agreement solely in its capacity as Trustee and shall be entitled to the rights, protections, limitations from liability and immunities afforded it as Trustee under the Indenture. The Trustee shall be responsible only for the duties of the Trustee expressly set forth herein and in the Indenture.

Section 8.16. Reliance. The representations, covenants, agreements and warranties set forth in this Financing Agreement may be relied upon by the County and the Trustee. In performing their duties and obligations under this Financing Agreement and under the Indenture, the County and the Trustee may rely upon statements and certificates of the Borrower, upon certificates of tenants believed to be genuine and to have been executed by the proper person or persons, and upon audits of the books and records of the Borrower pertaining to occupancy of the Project. In addition, the County and the Trustee 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 County or the Trustee under this Financing Agreement and under the Indenture in good faith and in conformity with the opinion of such counsel. It is expressly understood and agreed by the parties to this Financing Agreement (other than the County) that:

(a) the County may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the County by the Trustee, any Bondholder or the Borrower as to the existence of a fact or state of affairs required under this Financing Agreement to be noticed by the County;

(b) the County shall not be under any obligation to perform any record keeping or to provide any legal service, it being understood that such services shall be performed or caused to be performed by the Trustee or the Borrower, as applicable; and

(c) none of the provisions of this Financing Agreement shall require the County or the Trustee to expend or risk its own funds (apart from the proceeds of Bonds issued under the Indenture) or otherwise endure financial liability in the performance of any of its respective duties or in the exercise of any of its respective rights under this Financing Agreement, unless it shall first have been adequately indemnified to its satisfaction against the costs, expenses and liabilities which may be incurred by taking any such action.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Financing Agreement as of the date first set forth above.

COUNTY OF CONTRA COSTA, CALIFORNIA

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

[Signature page – Financing Agreement – Twenty One and Twenty Three Nevin Apartments – 2017B-B2]

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee

By: _____
Brian Buchanan,
Vice President

[Signature page – Financing Agreement – Twenty One and Twenty Three Nevin Apartments – 2017B-B2]

RICHMOND NEVIN ASSOCIATES, A
CALIFORNIA LIMITED PARTNERSHIP

By: TPC Holdings VI, LLC,
an Idaho limited liability company
Its: Administrative General Partner

By: _____
Caleb Roope,
Manager

By: Central Valley Coalition for Affordable
Housing, a California nonprofit public
benefit corporation
Its: Managing General Partner

By: _____
Christina Alley,
Chief Executive Officer

[Signature page – Financing Agreement – Twenty One and Twenty Three Nevin Apartments – 2017B-B2]

EXHIBIT A
FORM OF PROMISSORY NOTE

[TO BE ATTACHED]

INDENTURE OF TRUST

between the

COUNTY OF CONTRA COSTA, CALIFORNIA

and

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee**

dated as of December 1, 2017

**relating to:
\$20,000,000
County of Contra Costa
Limited Obligation Multifamily Housing Revenue
Subordinate Bonds
(Twenty One and Twenty Three Nevin Apartments),
Series 2017B-B1**

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EXHIBIT A	FORM OF BOND
EXHIBIT B	FORM OF INVESTOR LETTER
EXHIBIT C	LOAN FUND REQUISITION

INDENTURE OF TRUST

THIS INDENTURE OF TRUST is dated as of December 1, 2017, and is by and between COUNTY OF CONTRA COSTA, CALIFORNIA (the "County"), a political subdivision and body corporate and politic of the State of California (the "State"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association organized and existing under and by virtue of the laws of the United States of America, with a corporate trust office in Costa Mesa, California, and being qualified to accept and administer the trusts hereby created (together with any successor trustee hereunder and their respective successors and assigns, the "Trustee").

RECITALS:

WHEREAS, the County is authorized under the provisions of Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code, as amended (the "Act"), to finance multifamily rental housing by issuing its revenue bonds to provide funds for the cost of the acquisition, construction and permanent financing thereof; and

WHEREAS, pursuant to the Act and this Indenture, the County proposes to finance the acquisition and construction of a 271-unit multifamily rental housing development to be located within the City of Richmond, California currently known as Twenty One and Twenty Three Nevin Apartments (as more particularly described herein, the "Project"); and

WHEREAS, pursuant to and in accordance with the Act, the County has authorized the issuance of its revenue bonds designated "County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B1," in the aggregate principal amount of \$20,000,000 (the "Bonds") pursuant to this Indenture in order to provide a portion of the funds necessary to finance the acquisition and construction of the Project; and

WHEREAS, the County has duly entered into a Financing Agreement of even date herewith (the "Financing Agreement") with Richmond Nevin Associates, a California Limited Partnership (the "Borrower") and the Trustee specifying the terms and conditions under which it will issue the Bonds and use the proceeds of the sale thereof to make a mortgage loan in the principal amount of \$20,000,000 (the "Loan") to the Borrower for the financing of the Project, evidenced by a Note (the "Note"), which Note will be endorsed by the County, without recourse, to the Trustee pursuant to this Indenture; and

WHEREAS, to secure the Borrower's obligations under the Note and the Financing Agreement, the Borrower will execute and deliver to the County a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of even date herewith (the "Mortgage") with respect to the Project, which Mortgage will be assigned by the County to the Trustee; and

WHEREAS, simultaneously with the issuance of the Bonds, the County is delivering its County of Contra Costa Limited Obligation Multifamily Housing Revenue Note (Twenty One and Twenty Three Nevin Apartments), Series 2017B (the "Governmental Lender Note") pursuant to that certain Funding Loan Agreement, dated as of the date hereof (the "Funding Loan Agreement"), between the County, as Governmental Lender thereunder, and Citibank, N.A., as Funding Lender thereunder (the "Funding Lender"), the proceeds of which will be loaned (the "Borrower Loan") to the Borrower pursuant to a Borrower Loan Agreement of even

date herewith (the "Borrower Loan Agreement") by and between the County and the Borrower; and

WHEREAS, simultaneously with the issuance of the Bonds and the delivery of the Governmental Lender Note, the County is issuing its Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B2 (the "B-B2 Bonds") pursuant to an Indenture of Trust of even date herewith (the "B-B2 Indenture"), by and between the County and the Trustee, in its capacity as trustee for the B-B2 Bonds (the "B-B2 Trustee"), the proceeds of which will be loaned (the "B-B2 Loan") to the Borrower pursuant to a Financing Agreement of even date herewith (the "B-B2 Financing Agreement") by and among the County, the Trustee and the Borrower; and

WHEREAS, as set forth more fully herein, the Loan and all obligations of the Borrower under the Financing Agreement will be (i) subordinate in right of payment and security to the Borrower Loan and the obligations of the Borrower under the Borrower Loan Agreement, and (ii) senior in right of payment and security to the B-B2 Loan and the obligations of the Borrower under the B-B2 Financing Agreement; and

WHEREAS, 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 thereon, the County has authorized the execution and delivery of this Indenture; and

WHEREAS, the County has determined that all acts and proceedings required by law necessary to make the Bonds, when executed by the County, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal limited obligations of the County, 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; and

WHEREAS, the Trustee has trust powers and the power and authority to enter into this Indenture and to accept and execute the trusts created by this Indenture, the Trustee has accepted the trusts so created and, to evidence such acceptance, the Trustee has joined with the County in the execution of this Indenture.

A G R E E M E N T :

NOW, THEREFORE, the County, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the owners thereof, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, to secure the payment of the principal of and interest on the Bonds according to their tenor and effect, and the performance and observance by the County of all the covenants expressed herein and in the Bonds, does hereby grant, bargain, sell, convey, pledge and assign a security interest, unto the Trustee, and its successors in trust and its and their assigns in and to the following (said property being herein referred to as the "Trust Estate"), to wit:

GRANTING CLAUSE FIRST

All right, title and interest of the County in and to all Revenues.

GRANTING CLAUSE SECOND

All right, title and interest of the County in and to the Financing Agreement, the Note and the Mortgage (other than the Unassigned Rights), including all extensions and renewals of the terms thereof, if any, including, but without limiting the generality of the foregoing, the present and continuing right to receive, receipt for, collect or make claim for any of the money, income, revenues, issues, profits and other amounts payable or receivable thereunder, whether payable under the above referenced documents or otherwise, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the County or any other Person is or may become entitled to do under said documents.

GRANTING CLAUSE THIRD

Except for funds, money or securities in the Rebate Fund, all funds, money and securities and any and all other rights and interests in property whether tangible or intangible from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the County or by anyone on its behalf or with its written consent to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors in said trust and to them and their assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all Holders of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to lien or otherwise of any of the Bonds over any of the other Bonds, except as set forth in this Indenture;

PROVIDED, HOWEVER, that if the County or its successors or assigns shall pay or cause to be paid to the Holders of the Bonds the principal and interest, to become due thereon at the times and in the manner provided in Article IX hereof, and if the County shall keep, perform and observe, or cause to be kept, performed and observed, all of its covenants, warranties and agreements contained herein, then these presents and the estate and rights hereby granted shall, at the option of the County, cease, terminate and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the County such instruments in writing as shall be requisite to satisfy the lien hereof, and, subject to the provisions of Sections 4.09 and 4.11 hereof and Article IX hereof, reconvey to the County the estate hereby conveyed, and assign and deliver to the County any property at the time subject to the lien of this Indenture which may then be in its possession, except for the Rebate Fund; otherwise this Indenture to be and remain in full force and effect and upon the trusts and subject to the covenants and conditions hereinafter set forth.

AND IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto, that the terms and provisions upon which the Bonds are to be issued, executed, authenticated, delivered and secured, and the trusts and conditions upon which the Trust Estate is to be held and disposed of, which said trusts and conditions the said Trustee hereby accepts and agrees to discharge, are as follows (except that in the performance of the agreements of the County herein contained, any obligation it may thereby incur for the payment of money shall not be a general obligation of the County nor a debt or pledge of the faith and credit of the County or the State, but shall be payable solely from the Revenues and funds pledged for its payment in accordance with this Indenture):

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. The capitalized terms used in this Indenture (except as herein otherwise expressly provided herein or unless the context otherwise requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings specified below:

“Accredited Investor” shall mean an “accredited investor” as such term is defined in 17 C.F.R. §230.501.

“Act” means Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code, as now in effect and as it may from time to time hereafter be amended and supplemented.

“Additional Payments” means amounts payable by the Borrower as described in Section 4.3 of the Financing Agreement.

“Authorized Amount” shall mean \$20,000,000, the principal amount of Bonds authorized to be issued under this Indenture. The purchase price of the Bonds will be advanced in full on the Closing Date in accordance with Section 2.01(b).

“Authorized Denomination” means \$250,000, or any integral multiple of \$0.01 in excess thereof, except that one Bond may be in a principal amount equal to the then Outstanding principal amount of the Bonds.

“Authorized Officer” means (a) when used with respect to the County, a Designated Officer, (b) when used with respect to the Borrower, any general partner of the Borrower and such additional Person or Persons, if any, duly designated by the Borrower in writing to act on its behalf, and (c) when used with respect to the Trustee, any authorized signatory of the Trustee, or any Person who is authorized in writing to take the action in question on behalf of the Trustee.

“Approved Institutional Buyer” means a “qualified institutional buyer” within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended.

“Available Cash Flow” has the meaning set forth in the Note.

“B-B2 Bondholder Representative” has the same meaning given to the term “Bondholder Representative.”

“B-B2 Bonds” has the meaning given to that term in the Recitals to this Indenture.

“B-B2 Indenture” has the meaning given to that term in the Recitals to this Indenture.

“B-B2 Trustee” has the meaning given to that term in the Recitals to this Indenture.

“Bond Counsel” means (a) Quint & Thimmig LLP, or (b) any other firm of attorneys selected by the County that is experienced in matters relating to the issuance of obligations by states and their political subdivisions that is listed as municipal bond attorneys in The Bond Buyer’s Municipal Marketplace.

“Bond Documents” means (a) this Indenture, (b) the Financing Agreement, (c) the Regulatory Agreement, (d) the Tax Certificate (e) all other documents evidencing, securing, governing or otherwise pertaining to the Bonds, and (f) all amendments, modifications, renewals and substitutions of any of the foregoing.

“Bond Fund” means the Bond Fund established by the Trustee pursuant to Section 4.01 hereof.

“Bond Purchaser” shall mean Bonneville Affordable Housing Capital LLC, a California limited liability company.

“Bond Rate” means the interest rate on the Bonds set forth in Section 2.01(d).

“Bond Register” means the books or other records maintained by the Bond Registrar pursuant to Section 2.07 setting forth the registered Holders from time to time of the Bonds.

“Bond Registrar” means the Trustee acting as such, and any other bond registrar appointed pursuant to this Indenture.

“Bond Resolution” means the resolution adopted by the County authorizing the issuance of the Bonds.

“Bond Year” means, with respect to an issue of Bonds, each one-year period that ends at the close of business on the day in the calendar year that is selected by Borrower as described in the Tax Certificate. The first and last Bond Years may be short periods. If no day is selected by Borrower before the earlier of the final maturity of the Bonds or the date that is five years after the Closing Date, each Bond Year shall be deemed to end on each anniversary of the Closing Date and on the Maturity Date.

“Bondholder” or “Holder” or “Owner” means any Person who shall be the registered owner of any Outstanding Bond or Bonds.

“Bondholder Representative” means any Person appointed to such position by written instrument signed by 100% of the Holders of the Outstanding Bonds. If there is no appointed Bondholder Representative, the Holder of a majority in principal amount of the Outstanding Bonds shall be deemed to be the Bondholder Representative. The initial Bondholder Representative is Bonneville Affordable Housing Capital LLC, a California limited liability company.

“Bonds” means the County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B1 issued pursuant to the provisions of this Indenture.

“Borrower” means Richmond Nevin Associates, a California Limited Partnership, a limited partnership duly organized and existing under the laws of the State of California, or any of its permitted successors or assigns as owner of the Project.

“Business Day” means any day other than (a) a Saturday, (b) a Sunday, (c) a day on which the Federal Reserve Bank of New York is authorized or obligated by law or executive order to remain closed, (d) a day on which the Principal Office of the Trustee is closed, or (e) a day on which (i) banking institutions in the City of New York or in the city in which the Principal Office of the Trustee or the Bondholder Representative is located are authorized or obligated by law or executive order to be closed or (ii) the New York Stock Exchange is closed.

“Certificate of the County” and “Request of the County” mean, respectively, a written certificate or request signed in the name of the County by a Designated Officer. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

“Closing Date” means December 20, 2017, the date of issuance of the Bonds.

“Code” means the Internal Revenue Code of 1986 and the Regulations promulgated thereunder.

“County” means the County of Contra Costa, California.

“Cost,” “Costs” or “Costs of the Project” each have the meaning given to the term “Qualified Project Costs” in the Regulatory Agreement.

“Designated Officer” means the County’s Chair, Vice Chair, County Administrator, Director of the Department of Conservation and Development, Assistant Deputy Director of the Department of Conservation and Development or Community Development Bond Program Manager, and/or person or persons designated to act on behalf of the County by a certificate filed with the Bondholder Representative, the Borrower and the Trustee containing the specimen signatures of such person or persons and signed on behalf of the County by a Designated Officer. Such certificate may designate an alternate or alternates, each of whom shall be a Designated Officer.

“Electronic Notice” means delivery of notice in a Word format or a Portable Document Format (PDF) by electronic mail to any electronic mail addresses listed in Section 11.05(a) hereof; provided, that if a sender receives notice that the electronic mail is undeliverable, notice must be sent as otherwise required by Section 11.05 hereof.

“Event of Default” means any of those events specified as such in Section 6.01 hereof.

“Extraordinary Services” means and includes, but not by way of limitation, services, actions and things carried out and all expenses incurred by the Trustee in respect of or to prevent default under this Indenture or the Loan Documents, including any reasonable attorneys’ or agents’ fees and expenses and other litigation costs that are entitled to reimbursement under the terms of the Financing Agreement, and other actions taken and carried out by the Trustee which are not expressly set forth in this Indenture or the Loan Documents.

“Fair Market Value” shall mean 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 Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (d) any commingled investment fund in which the County and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment. To the extent required by the Regulations, the term "investment" will include a hedge.

"Financing Agreement" means the Financing Agreement dated as of the date hereof among the Borrower, the County and the Trustee pursuant to which the Loan is being made, as such Financing Agreement may from time to time be amended or supplemented.

"Funding Lender" has the meaning given to that term in the Recitals to this Indenture.

"Funding Loan Agreement" has the meaning given to that term in the Recitals to this Indenture.

"Government Obligations" means investments meeting the requirements of clauses (a) or (b) of the definition of "Qualified Investments" herein.

"Governmental Lender Note" has the meaning given to that term in the Recitals to this Indenture.

"Governmental Lender Note Documents" shall have the meaning given to the term "Funding Loan Documents" in the Funding Loan Agreement.

"Indenture" means this Indenture of Trust, as the same may be amended, modified or supplemented from time to time.

"Intercreditor Agreement" shall mean the Intercreditor Agreement, dated as of the date hereof, among the Trustee, the B-B2 Trustee, the Bondholder Representative, the B-B2 Bondholder Representative, the Funding Lender and the Borrower, as it may from time to time be supplemented, modified or amended by one or more amendments or other instruments supplemental thereto entered into pursuant to the applicable provisions thereof.

"Interest Payment Date" means February 1, May 1, August 1 and November 1 of each year, commencing on February 1, 2018.

"Investor Letter" means a letter in the form attached as Exhibit B hereto, or in such other form as the County in its discretion may approve.

“Loan” means the loan made by the County to the Borrower in the original principal amount of \$20,000,000 pursuant to the Financing Agreement.

“Loan Documents” means, collectively, the Financing Agreement, the Note, the Mortgage and all other documents securing the Loan.

“Mortgage” means the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof, together with all riders and addenda thereto, granting a second priority mortgage and security interest in the Project to the County to secure the repayment of the Loan which Mortgage has been assigned without recourse by the County to the Trustee, as the same may be amended, supplemented or restated.

“Maturity Date” means _____ 1, ____.

“Net Proceeds” when used with respect to any insurance proceeds or condemnation award with respect to the Project, shall mean the amount remaining after deducting from the gross proceeds thereof all expenses (including attorneys’ fees) incurred in the collection of such proceeds or award.

“Note” means the Note in the form of Exhibit A to the Financing Agreement, dated the Closing Date from the Borrower, including all riders and addenda thereto, evidencing the Borrower’s obligation to repay the Loan, as the same may be amended, supplemented or restated from time to time, which Note will be delivered to the County and endorsed without recourse by the County to the Trustee.

“Outstanding” when used with respect to the Bonds or “Bonds Outstanding” means, as of any date, all Bonds that have been duly authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds surrendered and replaced upon exchange or transfer, or cancelled because of payment or redemption, at or prior to such date;

(b) Bonds for the payment, redemption or purchase for cancellation of which sufficient money has been deposited prior to such date with the Trustee (whether upon or prior to the maturity, amortization or redemption date of any such Bonds), or which are deemed to have been paid and discharged pursuant to the provisions of Section 9.01 hereof; provided that if such Bonds are to be redeemed prior to the maturity thereof, other than by scheduled amortization, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated (or payment, when due, of which is made without replacement) under Section 2.06 hereof.

“Paying Agent” means the Trustee, pursuant to Section 11.07 hereof, or any successor appointed pursuant to Section 7.13.

“Person” means an individual, a corporation, a partnership, an association, a joint stock company, a joint venture, a trust, an unincorporated association, a limited

liability company or a government or any agency or political subdivision thereof, or any other organization or entity (whether governmental or private).

“Principal Office of the Trustee” means the office of the Trustee referenced in Section 11.05(a) hereof, or such other office or offices as the Trustee may designate in writing from time to time, or the office of any successor Trustee where it principally conducts its business of serving as trustee under indentures pursuant to which municipal or governmental obligations are issued.

“Project” means, collectively, the land and residential rental apartment units, and related fixtures, equipment, furnishings and site improvements currently known as Twenty One and Twenty Three Nevin Apartments located in Richmond, California, including the real estate described in the Mortgage.

“Qualified Investments” means any of the following if and to the extent permitted by law, but only to the extent that the same are acquired at Fair Market Value: (a) direct and general obligations of the United States of America; (b) obligations of any agency or instrumentality of the United States of America the payment of the principal of and interest on which are unconditionally guaranteed by the full faith and credit of the United States of America; (c) senior debt obligations of Freddie Mac; (d) senior debt obligations of Fannie Mae; (e) demand deposits or time deposits with, or certificates of deposit issued by, the Trustee or its affiliates or any bank organized under the laws of the United States of America or any state or the District of Columbia which has combined capital, surplus and undivided profits of not less than \$50,000,000; provided that the Trustee or such other institution has been rated at least “VMIG 1”/“A-2+” by Moody’s/S&P or which deposits or certificates are fully insured by the Federal Deposit Insurance Corporation or collateralized pursuant to the requirements of the Office of the Comptroller of the Currency; (f) investment agreements with Freddie Mac or a bank or any insurance company or other financial institution which has a rating assigned by Moody’s/S&P to its outstanding long term unsecured debt which is the highest rating (as defined below) for long term unsecured debt obligations assigned by Moody’s/S&P, and which are approved by the Bondholder Representative; or (g) any other investments approved in writing by the Bondholder Representative. For purposes of this definition, the “highest rating” shall mean a rating of at least “VMIG 1”/“A-1+” for obligations with less than one year maturity; at least “Aaa”/“VMIG 1”/“AAA”/“A-1+” for obligations with a maturity of one year or greater but less than three years; and at least “Aaa”/“AAA” for obligations with a maturity of three years or greater. Qualified Investments must be limited to instruments that have a predetermined fixed dollar amount of principal due at maturity that cannot vary or change and interest, if tied to an index, shall be tied to a single interest rate index plus a single fixed spread, if any, and move proportionately with such index.

“Rebate Analyst” means a certified public accountant, financial analyst or bond counsel, or any firm of the foregoing, or financial institution (which may include the Trustee) experienced in making the arbitrage and rebate calculations required pursuant to Section 148 of the Code, selected and retained by the Borrower at the expense of the Borrower to make the computations required under Section 4.13 this Indenture, Section 2.04 of the Financing Agreement, and Section 2(r) of the Regulatory Agreement.

“Rebate Fund” means the Rebate Fund established by the Trustee pursuant to Section 4.01 hereof.

“Record Date” means the 15th day of the month preceding the month in which any Interest Payment Date falls.

“Redemption Fund” means the Redemption Fund established by the Trustee pursuant to Section 4.01 hereof.

“Regulations” shall mean with respect to the Code, the relevant U.S. Treasury regulations and proposed regulations thereunder or any relevant successor provision to such regulations and proposed regulations.

“Regulatory Agreement” means the Regulatory Agreement and Declaration of Restrictive Covenants dated as of December 1, 2017 between the County and the Borrower with respect to the Project.

“Requisition” means, with respect to the Loan Fund, the requisition in the form of EXHIBIT C to this Indenture required to be submitted in connection with disbursements from the Loan Fund.

“Responsible Officer” means any officer of the Trustee employed within or otherwise having regular responsibility in connection with the corporate trust department of the Trustee and the trusts created hereunder.

“Revenue Fund” means the Revenue Fund established by the Trustee pursuant to Section 4.01 hereof.

“Revenues” means (a) all payments made from 80% of Available Cash Flow, with respect to the Loan pursuant to the Financing Agreement, the Note or the Mortgage, including all casualty or other insurance benefits and condemnation awards paid in connection therewith and (b) all money and securities held by the Trustee in the funds and accounts established pursuant to this Indenture (excluding money or securities in the Rebate Fund), together with all investment earnings thereon.

“Senior Loan” shall have the meaning given to the term “Funding Loan” in the Funding Loan Agreement.

“Senior Loan Documents” shall have the meaning given to the term “Borrower Loan Documents” in the Funding Loan Agreement, and also shall include the Subordination Agreement.

“Senior Obligations” means and includes, collectively, and without limitation, all debt service payments (including, but not limited to, interest and principal, whether at maturity or by mandatory sinking fund payments, redemption, acceleration or otherwise) on the Governmental Lender Note, the Senior Loan, and all other payment obligations of the Borrower under the Senior Transaction Documents.

“Senior Security Instrument” shall have the meaning given to the term “Senior Security Instrument” in the Funding Loan Agreement.

“Senior Transaction Documents” means the Governmental Lender Note Documents and the Senior Loan Documents.

“State” means the State of California.

“Subordination Agreement” means, together, (a) the Subordination Agreement, dated as of the date hereof, by and among the Funding Lender, the Trustee, and the Borrower, and (b) the Subordination Agreement, dated as of the date hereof, by and among the B-B2 Trustee, the Trustee and the Borrower, as the same may be amended, modified or supplemented from time to time.

“Tax Certificate” shall mean the Certificate as to Arbitrage (and Tax Compliance Procedures), dated the Closing Date, executed and delivered by the County and the Borrower, together with the Certificate Regarding Use of Proceeds, dated the Closing Date, executed and delivered by the Borrower.

“Trustee” means Wilmington Trust, National Association and its successors as Trustee pursuant to Section 7.11 hereof.

“Trust Estate” shall have the meaning given to that term in the Granting Clauses.

“Unassigned Rights” means all of the rights of the County and, as applicable, its supervisors, officers, attorneys, accountants, employees, agents and consultants to (a) reimbursement and payment of fees, costs and expenses under Sections 4.2(a)(i) and (iii), 4.3(a), (c) and (d) and 5.8 of the Financing Agreement and Section 4A(d) of the Regulatory Agreement, (b) access to the Project and the Borrower’s records under Section 5.11 of the Financing Agreement, (c) indemnification under Section 2.02 hereof, Section 6.1 of the Financing Agreement and Section 9 of the Regulatory Agreement, (d) receive notices, reports and other statements and its rights to consent to certain matters, including but not limited to its right to consent to amendments to this Indenture, the Financing Agreement and the Regulatory Agreement, and otherwise as provided in this Indenture and the Financing Agreement, (e) seek performance by the Borrower of its obligations under the Regulatory Agreement, (f) seek performance of, and enforce, various tax covenants as described in Sections 2.4, 2.5 and 4.3(e) of the Financing Agreement, and (g) attorney’s fees under Section 7.4 of the Financing Agreement.

Section 1.02 Interpretation. The words “hereof,” “herein,” “hereunder,” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as in effect from time to time. References to Articles, Sections, and other subdivisions of this Indenture are to the designated Articles, Sections and other subdivisions of this Indenture as originally executed. The headings of this Indenture are for convenience only and shall not define or limit the provisions hereof.

ARTICLE II

THE BONDS

Section 2.01 The Bonds.

(a) The Bonds are hereby authorized to be issued hereunder as revenue bonds of the County in the aggregate principal amount of \$20,000,000. The Bonds are hereby designated “County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B1.” The Bonds shall be fully registered as to principal and interest, without coupons, and shall be numbered by series, if any,

in the manner and with any additional designation as the Trustee, as Bond Registrar, deems necessary for the purpose of identification. All of the Bonds are equally and ratably secured under this Indenture. Bonds issued on the Closing Date shall be dated such date; Bonds delivered after the Closing Date shall be dated the date they are authenticated by the Trustee. The Bonds shall be due and payable in full on the Maturity Date.

(b) The total principal amount of the Bonds that may be issued hereunder is hereby expressly limited to the Authorized Amount, provided that the amount of Bonds Outstanding at any time shall include only those Bonds for which the purchase price has been advanced from time to time by the Bond Purchaser. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The purchase price of the Bonds shall be advanced in full on the Closing Date, as provided herein.

(c) Interest on the Bonds shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Payment of the interest on the Bonds shall be made on each Interest Payment Date to the Persons appearing on the Bond Register as the Owners thereof on the applicable Record Date, such interest to be paid by the Paying Agent (i) to such Owners by check or draft mailed on the Interest Payment Date, to such Owners' addresses as they appear on the Bond Register or at such other address as has been furnished to the Bond Registrar as provided below in writing by an Owner not later than the Record Date, or (ii) upon written request, at least three Business Days prior to the applicable Record Date, to the Owner of Bonds aggregating not less than \$1,000,000 in principal amount, by wire transfer in immediately available funds at an account maintained in the United States at such wire address as such Owner shall specify in its written notice; except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Owners in whose names any such Bonds are registered at the close of business on the fifth to last Business Day next preceding the date of payment of such defaulted interest.

(d) The Bonds shall be issued in Authorized Denominations and shall bear interest payable on each Interest Payment Date at the rate of 8.0% per annum, compounded annually, for the first 24 months following the Closing Date, and at the rate of 5.0% per annum, compounded annually thereafter (the "Bond Rate"). Payment of the principal of and interest on the Bonds shall be payable on each Interest Payment Date, as to principal and interest, solely from available Revenues received by the Trustee pursuant to the provisions of the Note and the Financing Agreement; provided, however, such payments shall be first applied to the payment of the interest on the Bonds due and payable on such Interest Payment Date. Unpaid principal of and interest on the Bonds, and other overdue amounts under this Indenture, shall accrue interest at the Bond Rate.

(e) The Person in whose name any Bond is registered on the Record Date with respect to an Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) notwithstanding the cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; provided, however, that if and to the extent the County shall default in the payment of the interest due on any Interest Payment Date, such defaulted interest shall be paid as provided in Article VI and Section 2.01(d).

(f) No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds that may be issued hereunder, or in substitution for other Bonds pursuant to Section 2.06 hereof, is expressly limited to the Authorized Amount.

Notwithstanding anything herein to the contrary, the aggregate purchase price of the Bonds funded by the Owners may not exceed \$20,000,000.

Section 2.02 Limited Obligations. The Bonds are limited obligations of the County, payable solely from the Revenues and other funds and moneys pledged and assigned as security for the Bonds hereunder. Neither the County, nor the State or any political subdivision thereof (except the County, to the limited extent set forth herein), nor any public agency shall in any event be liable for the payment of the principal of, premium (if any) or interest on the Bonds or for the performance of any pledge, obligation or agreement of any kind whatsoever except as set forth herein, and none of the Bonds or any of the County's agreements or obligations shall be construed to constitute an indebtedness of or a pledge of the faith and credit of or a loan of the credit of or a moral obligation of any of the foregoing within the meaning of any constitutional or statutory provision whatsoever.

The County shall not be liable for payment of the principal of, 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 Financing Agreement.

No supervisor, officer, agent, employee or attorney of the County, including any person executing the Indenture or the Bonds, shall be liable personally on the Bonds or for any reason relating to the issuance of the Bonds. No recourse shall be had for the payment of the principal of or the interest on the Bonds, or for any claim based on the Bonds, or otherwise in respect of the Bonds, or based on or in respect of any of the Bond Documents or the Loan Documents or any supplements thereto or amendments thereof, against any supervisor, officer, employee or agent, as such, of the County or any successor, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, and as part of the consideration for the issuance of the Bonds, expressly waived and released.

No agreements or provisions contained in this Indenture nor any agreement, covenant or undertaking by the County contained in any document executed by the County in connection with the Project, or the issuance, sale and delivery of the Bonds shall give rise to any pecuniary liability of the County or a charge against the general credit of the County, or shall obligate the County financially in any way except as may be payable from the payments by the Borrower under the Financing Agreement and the proceeds of the Bonds and other amounts pledged hereunder. No failure of the County to comply with any term, condition, covenant or agreement herein or in any document executed by the County in connection with the issuance and sale of the Bonds shall subject the County to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the payments by the Borrower under the Financing Agreement or proceeds of the Bonds and other amounts pledged hereunder. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the County for any failure to comply with any term, condition, covenant or agreement herein, provided that no costs, expenses or other monetary relief shall be recoverable from the County except as may be payable from the payments by the Borrower or the proceeds of the Bonds and other amounts pledged hereunder.

No recourse shall be had for the payment of the principal of, or interest on any Bond or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against, the County, any past, present or future member of its governing body, its

officers, attorneys, accountants, financial advisors, agents or staff or the officers, attorneys, accountants, financial advisors, agents or staff of any successor public entity, as such, either directly or through the County or any successor public entity, under any rule of law or penalty or otherwise, and all such liability of the County, any member of its governing body and its officers, attorneys, accountants, financial advisors, agents and staff is hereby, and by the acceptance of the Bonds, expressly waived and released as a condition of, and in consideration for, the execution of this Indenture and the issuance of the Bonds.

It is recognized that notwithstanding any other provision of this Indenture, neither the Borrower, the Trustee nor any Bondholder shall look to the County for damages suffered by the Borrower, the Trustee or such Bondholder as a result of the failure of the County to perform any covenant, undertaking or obligation under this Indenture, the Financing Agreement, the Bonds or any of the other Bond Documents or Loan Documents, or as a result of the incorrectness of any representation made by the County in any of such documents, nor for any other reason. Although this Indenture recognizes that such documents shall not give rise to any pecuniary liability of the County, nothing contained in this Indenture shall be construed to preclude in any way any action or proceeding (other than that element of any action or proceeding involving a claim for monetary damages against the County) in any court or before any governmental body, agency or instrumentality or otherwise against the County or any of its officers or employees to enforce the provisions of any of such documents which the County is obligated to perform and the performance of which the County has not assigned to the Trustee or any other person; provided, however, that as a condition precedent to proceeding against the County pursuant to this Section 2.02, the County shall have received satisfactory indemnification.

Anything in this Indenture to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto that (i) the County may rely conclusively on the truth and accuracy of any certificate, opinion, notice, or other instrument furnished to the County by the Trustee, the Bondholder Representative or the Borrower as to the existence of any fact or state of affairs required hereunder to be noticed by the County; (ii) the County shall not be under any obligation hereunder to perform any record keeping or to provide any legal services; and (iii) none of the provisions of this Indenture shall require the County to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless it shall first have been adequately indemnified to its satisfaction against the cost, expenses, and liability which may be incurred thereby.

Section 2.03 Indenture Constitutes Contract. In consideration of the purchase and acceptance of the Bonds issued hereunder by those who shall own them from time to time, the provisions of this Indenture shall be part of the contract of the County with the Holders of the Bonds and shall be deemed to be a contract between the County and the Holders of the Bonds from time to time.

Section 2.04 Form and Execution. The Bonds shall be in substantially the form attached as Exhibit A, with necessary and appropriate variations, omissions and insertions as are customary, or are permitted or required by this Indenture. The Bonds shall be executed on behalf of the County by the manual or facsimile signature of a Designated Officer. Any facsimile signature shall have the same force and effect as if said officer had manually signed the Bonds.

In case any officer of the County whose manual or facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery, and also any Bond may bear the facsimile signatures of, or

may be signed by, such Persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

Section 2.05 Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless a certificate of authentication on such Bond, substantially in the form set forth in Exhibit A, shall have been duly executed by an Authorized Officer of the Trustee; and such executed certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been duly executed, registered, authenticated and delivered under this Indenture. It shall not be necessary that the same Person sign the certificate of authentication on all of the Bonds.

Section 2.06 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the County shall execute and the Trustee shall authenticate a new Bond of like denomination, interest rate, series, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond or in lieu of and in substitution for such lost, stolen or destroyed Bond, upon payment by the Owner thereof of any applicable tax or governmental charge and the reasonable expenses and charges of the County and the Trustee in connection therewith, and in the case of a Bond lost, stolen or destroyed, the filing with the Trustee of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and furnishing the County and the Trustee with indemnity satisfactory to the Trustee. In the event any such Bond shall have matured, instead of issuing a duplicate Bond or Bonds the County may pay the same without surrender thereof.

Section 2.07 Transfer and Exchange of Bonds; Persons Treated as Owners; Restrictions on Transfer. (a) General. The Trustee as Bond Registrar shall cause a Bond Register to be kept for the registration of transfers of Bonds. Any Bond may be transferred only upon an assignment duly executed by the registered Owner or such registered Owner's duly authorized representative in such form as shall be satisfactory to the Bond Registrar and upon surrender of such Bond to the Trustee for cancellation. Whenever any Bond or Bonds shall be surrendered for transfer, the County shall execute and the Trustee shall authenticate and deliver to the transferee a replacement fully registered Bond or Bonds, of Authorized Denomination or Denominations and for the amount of such Bond or Bonds so surrendered.

Any Bond may, in accordance with its terms, be exchanged, at the office of the Trustee, for a new fully registered Bond or Bonds, of the same maturity, of any Authorized Denomination or Denominations and for the aggregate amount of such Bond then Outstanding.

In all cases in which Bonds shall be transferred or exchanged hereunder, the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer or exchange shall be paid by the Borrower.

The Person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the registered Owner thereof, or such registered Owner's legal representative, and neither the County nor the Trustee shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums to be paid.

Neither the County nor the Trustee shall be required to make any such exchange, registration or transfer of Bonds during the period of fifteen (15) days immediately preceding

an Interest Payment Date or, in the case of any proposed redemption of Bonds, during the period of fifteen (15) days immediately preceding the selection of Bonds for such redemption and after the giving of notice of redemption, the Trustee is not required to transfer or exchange any Bond or portion thereof which has been called for redemption.

(b) Restrictions on Transfer. The following shall apply to all sales and transfers of the Bonds after the Closing Date:

(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 the County;

(ii) The Bonds shall be sold and transferred only in Authorized Denominations; and

(iii) The Bonds shall be sold and subsequently transferred only to Approved Institutional Buyers or Accredited Investors in each case delivering an Investor Letter to the Trustee.

The Trustee shall provide written notice to the County of any transfer of the Bonds.

Section 2.08 Temporary Bonds. Until definitive Bonds are ready for delivery, there may be executed, and upon the request of the County the Trustee shall authenticate and deliver, in lieu of definitive Bonds temporary printed, typewritten, engraved or lithographed Bonds, in such denomination or denominations as shall be determined by the County, in fully registered form, in substantially the form hereinabove set forth and with such appropriate omissions, insertions and variations as may be required.

If temporary Bonds shall be issued, the County shall cause the definitive Bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation to it, at the Principal Office of the Trustee, of any temporary Bond shall cancel the same and authenticate and deliver in exchange therefor, without charge to the Owner thereof, a definitive Bond or Bonds, as the case may be, of an equal aggregate principal amount, of the same maturities and bearing interest at the same rates as the temporary Bond surrendered. Until so exchanged the temporary Bonds shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Bonds to be issued and authenticated hereunder.

Section 2.09 Delivery of Bonds. Upon the execution and delivery of this Indenture, the County shall execute and deliver to the Trustee, and the Trustee shall authenticate the Bonds and deliver them to or upon the order of the County upon receipt by the Trustee of the following:

(a) executed counterparts of this Indenture, the Financing Agreement, the Regulatory Agreement, and the Tax Certificate;

(b) an opinion of Bond Counsel to the effect that the Bonds are valid and binding special obligations of the County;

(c) proceeds of the sale of the Bonds in the amount set forth in Section 2.10(b);

(d) the Note;

(e) a copy of the Mortgage;

(f) an opinion of counsel to the Borrower to the effect that the Borrower is duly organized and validly existing and in good standing under the laws of the state in which it has been organized and in good standing under the laws of each other state in which the Borrower transacts business and has full power and authority to enter into the agreements described herein to which it is a party, that its execution and delivery of and performance of its covenants in such agreements do not contravene law or any provision of any other agreement to which it is a party or by which it or such property is bound or affected, and that all such agreements have been duly authorized, executed and delivered by the Borrower, and are legal, valid and binding agreements of the Borrower enforceable against the Borrower in accordance with their respective terms;

(g) an opinion of Bond Counsel to the effect that the interest on the Bonds, under laws in effect on the date of such opinion, is excluded from gross income for federal income tax purposes and, where applicable, for State income tax purposes;

(h) a certified copy of the Bond Resolution;

(i) the written request and authorization to the Trustee by the County to authenticate and deliver the Bonds in accordance with the provisions of this Indenture; and

(j) An executed Investor Letter from the Bond Purchaser.

Section 2.10 Establishment of Loan Fund; Application of Bond Proceeds.

(a) The Trustee shall establish, maintain and hold in trust and there is hereby established with the Trustee a Loan Fund. No amount shall be charged against the Loan Fund except as expressly provided in this Section 2.10 and Section 4.02.

(b) On the Closing Date, \$20,000,000 of proceeds of the sale of the Bonds shall be deposited into the Loan Fund, whereupon, the Trustee shall wire \$55,000 of proceeds of the Bonds to the Commonwealth Land Title Company representing the initial disbursement of the Loan.

(c) Upon the deposit of money to the credit of the Loan Fund, the County shall originate the Loan pursuant to the Financing Agreement and the Trustee shall make disbursements of amounts in the Loan Fund to the Borrower or otherwise as provided in Sections 2.10(b), 4.02 and 6.05.

Section 2.11 Subordination. This Indenture, the Financing Agreement and the other Loan Documents are and at all times shall be subject and subordinate in all respects to the terms, provisions, conditions, covenants, liens and security interests of the Senior Transaction Documents. Correspondingly, payment of the indebtedness evidenced by the Note or the Bonds is and shall be subject and subordinate in all respects to the prior payment in full of all amounts due and payable in respect of the Senior Obligations and otherwise under the Senior Transaction Documents. Accordingly, the County and the Trustee, and the Owners by their acceptance of the Bonds, expressly subject and subordinate all of their right, title and interest in and to the Revenues or any amounts owing by the Borrower under the Loan Documents or the Bond Documents in all respects to (i) the payment in full of the Senior Obligations, (ii) the lien of the Senior Security Instrument, and (iii) the payment in full of all amounts owed to the under the Senior Transaction Documents. In addition, notwithstanding anything contained in this

Indenture, the Financing Agreement, or the other Loan Documents to the contrary, the County and the Trustee agree, and the Owners by their acceptance of the Bonds agree, without limiting any provision of the Subordination Agreement, that:

- (a) the sole source of funds available to the County for the purpose of paying the principal of, and interest on, the Bonds, including scheduled sinking fund payments, if any, shall be the Revenues;
- (b) the Note is payable solely from, and only to the extent of, the Revenues;
- (c) payments of the principal of, and interest on, the Note shall be made only after all amounts currently due and owing, and any past due amounts owing, on the Senior Obligations have been paid in full;
- (d) the sole security for the Loan and the Note shall be the Mortgage, which shall be wholly subordinate to the Senior Security Instrument;
- (e) the obligation of the Borrower to repay the Loan is and shall be subject and subordinate in all respects to the obligations of the Borrower to pay all amounts due in respect of the Senior Obligations, whether under the Senior Transaction Documents or otherwise; and
- (f) unpaid principal and interest on the Bonds resulting from insufficient Revenues may accrue and may be payable after such accrual, provided that such principal and interest shall be payable solely from, and only to the extent of, Revenues, provided further that payment of such principal and interest is and shall remain subject and subordinate to the Senior Obligations; and

The Trustee shall not, after the Trustee receives a notice of an Event of Default under (and as defined in) any Senior Transaction Document or otherwise acquires knowledge of an Event of Default or potential default under (and as defined in) any Senior Transaction Document, make any payments in respect of the Bonds unless and until such Event of Default or potential default has been cured or waived by the Funding Lender.

The parties to this Indenture acknowledge that the terms of this Indenture are in all respects subject to the Senior Obligations and the Senior Transaction Documents.

ARTICLE III

REDEMPTION OF BONDS PRIOR TO MATURITY

Section 3.01 Redemption of Bonds Prior to Maturity. 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 mandatory redemption in whole or in part, on the next Interest Payment Date for which notice of redemption can timely be given, at a redemption price equal to the principal amount of Bonds to be redeemed plus interest accrued thereon to the date fixed for redemption upon prepayment of the Loan in whole or in part following a casualty to or condemnation of the Project; such mandatory redemption shall be in an amount as nearly equal as possible to, but not exceeding, the amount of any Net Proceeds of insurance or condemnation awards not used to repair or replace the Project.

(b) The Bonds shall be subject to mandatory redemption in whole on the next date for which notice of redemption can timely be given at a redemption price equal to the principal amount of the Bonds to be redeemed plus interest accrued thereon to the date fixed for redemption upon acceleration of the Loan in whole following an Event of Default under and as such term is defined in Section 7.1 of the Financing Agreement.

(c) Except as otherwise provided in this Article III, the Bonds are subject to optional or mandatory redemption in whole or in part on any Business Day for which notice of redemption can timely be given, in the event and to the extent that the Loan is prepaid pursuant to the Note as set forth in Section 4.4 of the Financing Agreement, at a redemption price equal to the principal amount of Bonds to be redeemed, plus accrued interest to the date fixed for redemption.

Notwithstanding the foregoing, Bonds shall be redeemed pursuant to this Article III only in Authorized Denominations.

Section 3.02 Selection of Bonds for Redemption.

(a) Except as otherwise expressly set forth herein, if less than all the Bonds are to be redeemed, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Trustee, in such manner as the Trustee in its sole discretion may deem fair and appropriate so that Bonds are redeemed, as nearly as practicable, from each Owner, if there is more than one Owner, on a pro rata basis according to the principal amount of Bonds represented by each Bond Outstanding.

(b) In making such selection, the Trustee may treat each Bond to be redeemed as representing that number of Bonds of the lowest Authorized Denomination as is obtained by dividing the principal amount of such Bond by such Authorized Denomination.

Section 3.03 Notice of Redemption. Notice of the intended redemption of each Bond shall be given by the Trustee by first class mail, postage prepaid, or by facsimile transmission, to the registered Owner at the address of such Owner shown on the Bond Register. All such redemption notices shall be given not less than ten (10) days prior to the date fixed for redemption. The Trustee may provide a notice of redemption to the effect that the redemption is conditional upon the receipt by the Trustee, on or before the redemption date, of sufficient funds to pay the redemption price of the Bonds to be redeemed.

Notices of redemption shall state the redemption date and the redemption price, the place or places where amounts due upon such redemption will be payable, and, if less than all of the then Outstanding Bonds are called for redemption, shall state (i) that all of the Bonds of one or more maturities have been called for redemption and the numbers of the Bonds to be redeemed, by giving the individual certificate number of each Bond to be redeemed, or that all Bonds between two stated certificate numbers, inclusive, are to be redeemed; (ii) the Maturity Date; (iii) the conditions, if any, which must be satisfied in order for the redemption to take place on the scheduled date of redemption, and (iv) any other descriptive information needed to identify accurately the Bonds being redeemed.

Failure to give notice by mailing to the registered Owner of any Bond designated for redemption or to any depository or information service shall not affect the validity of the proceedings for the redemption of any other Bond if notice of such redemption shall have been mailed as herein provided.

Section 3.04 Effect of Notice of Redemption. If a conditional notice of redemption has been provided pursuant to the terms of this Indenture and the conditions are not satisfied, such notice of redemption shall be of no force and effect and the Bondholders shall be restored to their former positions as though no such notice of redemption had been delivered. Notice of redemption having been given in the manner provided in this Article III and if either there were no conditions to such redemption or the conditions have been satisfied (or in the event no such notice is required under Section 3.03), and money for the redemption being held by the Trustee for that purpose, thereupon the Bonds so called for redemption shall become due and payable on the redemption date, and interest thereon shall cease to accrue on such date; and such Bonds shall thereafter no longer be entitled to any security or benefit under this Indenture except to receive payment of the redemption price thereof.

ARTICLE IV

REVENUES AND FUNDS

Section 4.01 Pledge of Revenues and Assets; Establishment of Funds. The pledge and assignment of and the security interest granted in the Trust Estate pursuant to the Granting Clauses hereof shall attach, be perfected and be valid and binding from and after the time of the delivery of the Bonds by the Trustee or by any Person authorized by the Trustee to deliver the Bonds. The Trust Estate so pledged and then or thereafter received by the Trustee shall immediately be subject to the lien of such pledge and security interest without any physical delivery thereof or further act, and the lien of such pledge and security interest shall be valid and binding and prior to the claims of any and all parties having claims of any kind in tort, contract or otherwise against the County irrespective of whether such parties have notice thereof.

In addition to the Loan Fund established pursuant to Section 2.10 hereof, the Trustee shall establish, maintain and hold in trust the following funds and accounts, each of which is hereby established and each of which shall be disbursed and applied only as herein authorized:

- (a) Revenue Fund;
- (b) Bond Fund;
- (c) Redemption Fund; and
- (d) Rebate Fund.

The funds and accounts established pursuant to this Section 4.01 shall be maintained in the corporate trust department of the Trustee as segregated trust accounts, separate and identifiable from all other funds held by the Trustee. The funds and accounts established hereunder shall bear a designation clearly indicating that the funds deposited therein are held for the benefit of (i) the Holders of the Bonds, respecting the Revenue Fund, the Bond Fund and the Redemption Fund, and (ii) the Borrower, respecting the Rebate Fund. The Trustee shall, at the written direction of an Authorized Officer of the County, and may, in its discretion, establish such additional accounts within any Fund, and subaccounts within any of the accounts, as the County or the Trustee may deem necessary or useful for the purpose of identifying more precisely the sources of payments into and disbursements from that Fund and its accounts, or for the purpose of complying with the requirements of the Code relating to arbitrage, but the establishment of any such account or subaccount shall not alter or modify any of the requirements of this Indenture with respect to a deposit or use of money in the funds established hereunder, or result in commingling of funds not permitted hereunder.

Section 4.02 Loan Fund.

(a) Any provision in this Indenture to the contrary notwithstanding, except for the initial disbursement from the Loan Fund on the Closing Date in the amount of \$55,000, which shall be transferred to Commonwealth Land Title Company in accordance with the closing memorandum (a copy of which shall be included in the final transcript of the documents for the Bonds) without need for a Requisition therefor, and in Section 6.05, the Trustee shall not disburse any moneys from the Loan Fund unless it has received a Requisition in the form attached hereto as Exhibit C executed by an Authorized Officer of the Borrower and countersigned by an authorized officer of the Funding Lender, provided that only an authorized officer of the Funding Lender shall be required to sign on a Requisition during any period in which a default by the Borrower has occurred and is then continuing under the Senior Loan Documents (notice of which default has been given in writing by an authorized officer of the Funding Lender to the Trustee and the County, and the Trustee shall be entitled to conclusively rely on any such written notice as to the occurrence and continuation of such a default). Amounts on deposit in the Loan Fund shall be invested as provided in Section 4.08. All Investment Income earned on amounts on deposit in the Loan Fund shall be retained in and credited to and become a part of the amounts on deposit in the Loan Fund. On the date which is three (3) years after the Closing Date, the Trustee shall close the Loan Fund and shall transfer any amounts then on deposit in the Loan Fund to the Revenue Fund.

Section 4.03 Application of Revenues.

(a) All Revenues shall be deposited by the Trustee, promptly upon receipt thereof, to the Revenue Fund, except (i) the proceeds of the Bonds received by the Trustee on the Closing Date, which shall be applied in accordance with the provisions of Section 2.10 hereof; (ii) as otherwise specifically provided in subsection (c) of this Section 4.03 with respect to certain deposits into the Redemption Fund; (iii) with respect to investment earnings to the extent required under the terms hereof to be retained in the funds and accounts to which they are attributable; and (iv) with respect to amounts required to be transferred between funds and accounts as provided in this Article IV.

(b) On each Interest Payment Date or any other date on which payment of principal of or interest on the Bonds becomes due and payable, Revenues available for such purpose shall be credited by the Trustee in the following amounts to the following funds, but in the order and within the limitations hereinafter indicated with respect thereto, as follows:

FIRST: to the Bond Fund, an amount equal to the principal of and interest due on the Bonds on such date; and

SECOND: to the Redemption Fund, an amount equal to the principal amount due and payable on the Bonds with respect to the redemption or maturity of any Bond on such date; and

(c) Promptly upon receipt, the Trustee shall deposit directly to the Redemption Fund (i) Net Proceeds representing casualty insurance proceeds or condemnation awards paid as a prepayment of the Loan, after reimbursement of any and all amounts owed to the Bondholder Representative and (ii) amounts paid to the Trustee to be applied to the redemption of all or a portion of the Bonds pursuant to Article III hereof.

(d) Should the amount in the Bond Fund be insufficient to pay the amount due on the Bonds on any given Interest Payment Date or other payment date, the Trustee shall credit to

the Bond Fund the amount of such deficiency by charging the following funds and accounts in the following order of priority: (1) the Revenue Fund; and (2) the Redemption Fund, except no such charge to the Redemption Fund shall be made from money to be used to effect a redemption for which notice of redemption has been provided for or from money which are held for payment of Bonds which are no longer Outstanding hereunder.

(e) At the direction of the Bondholder Representative, subject to the terms of the Subordination Agreement, Net Proceeds representing casualty insurance proceeds or condemnation awards may be deposited in a separate subaccount of the Loan Fund and used to repair or replace the Project.

Section 4.04 Application of Bond Fund. The Trustee shall charge the Bond Fund, on each Interest Payment Date, an amount equal to the unpaid interest and principal due on the Bonds on such Interest Payment Date, and shall cause the same to be applied FIRST to the payment of such interest and SECOND to the payment of such principal when due. Income realized from the investment or deposit of money in the Bond Fund shall be deposited by the Trustee upon receipt thereof in the Revenue Fund. No amount shall be charged against the Bond Fund except as expressly provided in this Article IV and in Section 6.05.

Section 4.05 Application of Redemption Fund. Any money credited to the Redemption Fund shall be applied to the payment of maturity of the Bonds or the redemption price of Bonds to be redeemed pursuant to Article III hereof. On or before each Interest Payment Date, the income realized from the investment of money in the Redemption Fund shall be credited by the Trustee to the Revenue Fund. No amount shall be charged against the Redemption Fund except as expressly provided in this Article IV and in Section 6.05.

Section 4.06 Damage, Destruction or Condemnation. Subject to the provisions of the Subordination Agreement, Net Proceeds resulting from casualty to or condemnation of the Project shall be applied as set forth in the Mortgage and, to the extent consistent therewith, Section 3.01(a) hereof.

Section 4.07 Reserved.

Section 4.08 Investment of Funds. The money held by the Trustee shall constitute trust funds for the purposes hereof. Any money attributable to each of the funds and accounts hereunder shall be, except as otherwise expressly provided herein, invested by the Trustee, at the written direction of the Borrower in Qualified Investments. The Trustee may purchase from or sell to itself or an affiliate, as principal or agent, securities herein authorized. The Trustee shall be entitled to assume, absent receipt by the Trustee of written notice to the contrary, that any investment which at the time of purchase in a Qualified Investment remains a Qualified Investment thereafter.

Qualified Investments representing an investment of money attributable to any fund or account shall be deemed at all times to be a part of said fund or account, and, except as otherwise may be provided expressly in other Sections hereof, the interest thereon and any profit arising on the sale thereof shall be credited to the Revenue Fund, and any loss resulting on the sale thereof shall be charged against the Revenue Fund. Such investments shall be sold at the best price obtainable (at least par) whenever it shall be necessary so to do in order to provide money to make any transfer, withdrawal, payment or disbursement from said fund or account. In the case of any required transfer of money to another such fund or account, such investments may be transferred to that fund or account in lieu of the required money if permitted hereby as an investment of money in that fund or account. The Trustee shall not be liable or responsible for any loss resulting from any investment made in accordance herewith.

The County acknowledges that to the extent that regulations of the Comptroller of the Currency or other applicable regulatory agency grant the County the right to receive brokerage confirmations of the security transactions as they occur. To the extent permitted by law, the County specifically waives compliance with 12 C.F.R. 12 and hereby notifies the Trustee hereunder, that no brokerage confirmations need be sent relating to the security transactions as they occur.

Section 4.09 Money Held for Particular Bonds; Funds Held in Trust. The amounts held by the Trustee for the payment of the interest, principal or redemption price due on any date with respect to particular Bonds pending such payment, shall be set aside and held in trust by it for the Holders of the Bonds entitled thereto, and for the purposes hereof such interest, principal or redemption price, after the due date thereof, shall no longer be considered to be unpaid.

All money held by the Trustee for such purpose at any time pursuant to the terms of this Indenture shall be and hereby are assigned, transferred and set over unto the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 4.10 Accounting Records. The Trustee shall maintain accurate books and records for all funds and accounts established hereunder and provide monthly statements (or other electronic access as agreed to by the parties) of such funds and accounts to the County and the Borrower upon request.

Section 4.11 Amounts Remaining in Funds. After full payment of the Bonds (or provision for payment thereof having been made in accordance with Section 9.01 hereof) and full payment of the fees, charges and expenses of the County and the Trustee and other amounts required to be paid hereunder other than the Rebate Fund or under any Loan Document, any amounts remaining in any fund or account hereunder shall be paid to the Borrower.

Section 4.12 [Reserved].

Section 4.13 Rebate Fund; Compliance With Tax Certificate.

(a) The Rebate Fund shall be held and applied as provided in this Section 4.13. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust for payment, to the extent required under the Code and as calculated by the Rebate Analyst, for payment to the United States Government. None of the County, the Borrower or the Owners shall have any rights in or claim to such moneys. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Certificate.

(b) The Trustee shall make information regarding the Bonds and the investments hereunder available to the Borrower promptly upon written request, shall make deposits to and disbursements from the Rebate Fund in accordance with the directions received from the Authorized Officer of the Borrower, shall invest moneys in the Rebate Fund pursuant to said directions and shall deposit income from such investments pursuant to said directions, and shall make payments to the United States of America in accordance with written directions received from the Borrower.

(c) Notwithstanding any provision of this Indenture to the contrary, the Trustee shall not be liable or responsible for any calculation or determination which may be required in connection with or for the purpose of complying with Section 148 of the Code or any applicable

Treasury regulation (the "Arbitrage Rules"), including, without limitation, the calculation of amounts required to be paid to the United States under the provisions of the Arbitrage Rules and the fair market value of any investment made hereunder, it being understood and agreed that the sole obligation of the Trustee with respect to investments of funds hereunder shall be to invest the moneys received by the Trustee pursuant to the written instructions of the Borrower. The Trustee shall have no responsibility for determining whether or not the investments made pursuant to the direction of the Borrower or any of the instructions received by the Trustee under this Section comply with the requirements of the Arbitrage Rules and shall have no responsibility for monitoring the obligations of the Borrower or the County for compliance with the provisions of the Indenture with respect to the Arbitrage Rules.

(d) Notwithstanding any provision of this Indenture to the contrary, the obligation to remit payment of the rebate amount to the United States and to comply with all other requirements of this Section 4.13 shall survive the defeasance or payment in full of the Bonds.

(e) Any funds remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any rebate requirement, or provision made therefor satisfactory to the Trustee, shall be withdrawn and remitted to the Borrower.

(f) The Trustee shall obtain and keep such records of the computations made pursuant to this Section 4.13 as are required under Section 148(f) of the Code. The Trustee shall keep and make available to the Borrower such records concerning the investments of the gross proceeds of the Bonds and the investments of earnings from those investments as may be requested by the Borrower in order to enable the Borrower to cause the Rebate Analyst to make the aforesaid computations as are required under Section 148(f) of the Code.

(g) Notwithstanding the foregoing, the computations and payments of rebate amounts referred to in this Section 4.13 need not be made if there shall have been delivered to the Trustee, the County and the Bondholder Representative an opinion of Bond Counsel to the effect that such computations and payments are not necessary in order to establish or maintain the exclusion from gross income of Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) of interest on the Bonds. In the event Bond Counsel so opines, the moneys on deposit in the Rebate Fund shall be applied to such purpose as the Borrower shall direct, provided that the Borrower shall deliver to the County, the Trustee and the Bondholder Representative an opinion of Bond Counsel to the effect that such application will not adversely affect the exclusion from gross income of Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) of interest on the Bonds for purposes of federal income taxation.

ARTICLE V

GENERAL COVENANTS AND REPRESENTATIONS

Section 5.01 Payment of Principal and Interest. The County covenants that it will promptly pay or cause to be paid, but only from the sources identified herein, sufficient amounts to provide for the payment of the principal of, and interest on the Bonds at the place, on the dates and in the manner provided herein and in the Bonds, according to the true intent and meaning thereof.

Section 5.02 Performance of Covenants. The County covenants that it will faithfully perform at all times any and all of its covenants, undertakings, stipulations and provisions

contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings pertaining thereto.

Section 5.03 Representations and Warranties of the County; Power to Issue Bonds and Make Pledge and Assignment. The County hereby represents and warrants as follows:

(a) The County is a political subdivision and body corporate and politic of the State of California.

(b) The County has all necessary power and authority to issue the Bonds and to execute and deliver this Indenture, the Financing Agreement and the Regulatory Agreement, and to perform its duties and discharge its obligations hereunder and thereunder.

(c) The Indenture, Financing Agreement and Regulatory Agreement have been validly authorized, executed and delivered by the County, and assuming due authorization, execution and delivery by the other parties thereto, constitute valid and binding obligations of the County, enforceable against the County in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally and the application of equitable principles.

Section 5.04 Inspection of Project Books. The County covenants and agrees that all books and documents in its possession relating to the Project shall, upon reasonable prior written notice, during normal business hours, be open to inspection and copying by such accountants or other agents as the Trustee or the Bondholder Representative may from time to time reasonably designate.

Section 5.05 Damage, Destruction or Condemnation. Subject to the provisions of the Subordination Agreement, Net Proceeds resulting from casualty to or condemnation of the Project shall be applied as provided in the Mortgage and, to the extent consistent therewith, Section 3.01(a) hereof.

Section 5.06 Tax Covenants. (a) County's Covenants. The County covenants to and for the benefit of the Holders of the Bonds that it will:

(i) require the Borrower to execute the Regulatory Agreement;

(ii) not knowingly take or cause to be taken any action or actions, or knowingly fail to take any action or actions, if the same would cause the interest payable on the Bonds to be includable in gross income for federal income tax purposes, of the Bondholders pursuant to the Code, except in the event where any such owner of Bonds is a "substantial user" of the facilities financed with the Bonds or a "related person" within the meaning of the Code;

(iii) whenever requested in writing by the Bondowner Representative, and at the expense of the Borrower, do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the County on the Bonds will be excluded from the gross income for federal income tax purposes, of the Bondholders pursuant to the Code, except in the event where any such owner of Bonds is a "substantial user" of the facilities financed with the Bonds or a "related person" within the meaning of the Code; and

(iv) not take any action or permit or suffer any action to be taken, solely by causing the Borrower to execute and deliver the Financing Agreement, if the result of the same would be to cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code and the Regulations.

In furtherance of the covenants in this Section 5.05, the County and the Borrower shall execute, deliver and comply with the provisions of the Tax Certificate, which is by this reference incorporated into this Indenture and made a part of this Indenture as if set forth in this Indenture in full, and by its acceptance of this Indenture the Trustee acknowledges receipt of the Tax Certificate and acknowledges its incorporation into this Indenture by this reference and agrees to comply with the terms specifically applicable to it. In the event of a conflict between the terms of this Indenture and the Tax Certificate, the terms of the Tax Certificate shall control.

The covenants of the County in this Section 5.06(a) are made in reliance on the representations and covenants of the Borrower set forth in the Financing Agreement, the Tax Certificate and the Regulatory Agreement and, for the purposes of this Section 5.06(a), no acts, omissions or directions of the Borrower, the Trustee or any other Persons shall be attributed to the County nor shall any default by the borrower of any of its obligations under the Financing Agreement or the Tax Certificate constitute an event of default by the County hereunder.

(b) Trustee’s Covenants. The Trustee agrees that it will invest funds held under this Indenture in accordance with the covenants and terms of this Indenture and the Tax Certificate (this covenant shall extend through the term of the Bonds, to all funds and accounts created under this Indenture and all money on deposit to the credit of any such fund or account). The Trustee covenants to and for the benefit of the Bondholders that, notwithstanding any other provisions of this Indenture or of any other Loan Document, it will not knowingly make or cause to be made any investment or other use of the money in the funds or accounts created hereunder which would cause the Bonds to be classified as “arbitrage bonds” within the meaning of Sections 103(b) and 148 of the Code or would cause the interest on the Bonds to be includable in gross income for federal income tax purposes; provided that the Trustee shall be deemed to have complied with such requirements and shall have no liability to the extent it reasonably follows the written directions of the Borrower or the Rebate Analyst. This covenant shall extend, throughout the term of the Bonds, to all funds created under this Indenture and all money on deposit to the credit of any such fund. Pursuant to this covenant, with respect to the investments of the funds and accounts under this Indenture, the Trustee obligates itself to comply throughout the term of the issue of the Bonds with the requirements of Sections 103(b) and 148 of the Code; provided that the Trustee shall be deemed to have complied with such requirements and shall have no liability to the extent it reasonably follows the written directions of the Borrower or the Rebate Analyst. The Trustee further covenants that should the County or the Borrower file with the Trustee (it being understood that neither the County nor the Borrower has an obligation to so file), or should the Trustee receive, an opinion of Bond Counsel to the effect that any proposed investment or other use of proceeds of the Bonds would cause the Bonds to become “arbitrage bonds,” then the Trustee will comply with any written instructions of the County, the Borrower or Bond Counsel regarding such investment (which shall, in any event, be a Qualified Investment) or use so as to prevent the Bonds from becoming “arbitrage bonds,” and the Trustee will bear no liability to the County, the Borrower or the Bondholders for investments made in accordance with such instructions.

Section 5.07 Notification of County of Amount of Outstanding Bonds. On or before each December 1, commencing December 1, 2018, the Trustee shall notify the County, via mutually acceptable electronic means or by mail, of the aggregate principal amount of Outstanding Bonds as of each such date or that no Bonds remain Outstanding.

ARTICLE VI

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 6.01 Events of Default. Each of the following shall be an event of default with respect to the Bonds (an "Event of Default") under this Indenture:

(a) failure to pay the principal of, or interest on, any Bond when due during the period ending 24 months after the Closing Date, and thereafter, failure to pay the principal of, or interest on any Bond due, to the extent sufficient Revenues are available therefor; or

(b) failure by the County or the Trustee 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 County or the Trustee by the Borrower, the Trustee or the County, as applicable, or by the Holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding.

The Trustee will immediately notify the County and the Bondholder Representative after a Responsible Officer obtains actual knowledge of the occurrence of an Event of Default or obtains actual knowledge of the occurrence of an event which would become an Event of Default with the passage of time or the giving of notice or both.

Section 6.02 Acceleration; Other Remedies Upon Event of Default.

(a) Upon the occurrence of an Event of Default under Section 6.01(b) hereof, the Trustee shall, upon the written direction of the Bondholder Representative and receipt of indemnity satisfactory to it, by notice in writing delivered to the County, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and interest shall continue to accrue thereon until such amounts are paid.

(b) Upon the occurrence of an Event of Default under Section 6.01(a) hereof, the Trustee shall, but only upon the written direction of the Bondholder Representative, by notice in writing delivered to the County, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable and interest on the Bonds shall cease to accrue, anything contained in this Indenture or in the Bonds to the contrary notwithstanding.

If at any time after the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the money due shall have been obtained or entered, the County shall pay to or deposit with the Trustee a sum sufficient, but solely from Revenues, to pay all principal of the Bonds then due (other than solely by reason of such declaration) and all unpaid installments of interest (if any) upon all the Bonds then due, with interest at the rate borne by the Bonds on such overdue principal and (to the extent legally enforceable) on such overdue installments of interest, and the reasonable fees and expenses of the Trustee (including its counsel) shall have been made good or cured or adequate provision shall have been made therefor (collectively, the "Cure Amount")) shall have been paid in full, and all other defaults hereunder shall have been made good or cured or waived in writing by the Bondholder Representative, then and in every case, the Trustee on behalf of the Holders of all the Outstanding Bonds shall rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default, nor shall it impair or exhaust any right or power consequent thereon.

Upon the occurrence and during the continuance of an Event of Default, the Trustee in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the Holders of all Bonds, may also proceed to protect and enforce any rights of the Trustee and, to the full extent that the Holders of such Bonds themselves might do, the rights of such Bondholders under the laws of the State or under this Indenture by such of the following remedies as the Trustee shall deem most effectual to protect and enforce such rights:

(i) by mandamus or other suit, action or proceeding at law or in equity, to enforce the payment of the principal of or interest on the Bonds then Outstanding and to require the County to carry out any covenants or agreements with or for the benefit of the Bondholders and to perform its duties under the Act, this Indenture, the Financing Agreement or the Regulatory Agreement to the extent permitted under the applicable provisions thereof;

(ii) by pursuing any available remedies under the Financing Agreement or any Loan Document or the Regulatory Agreement;

(iii) by realizing or causing to be realized through sale or otherwise upon the security pledged hereunder; and

(iv) by action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the Holders of the Bonds and execute any other papers and documents and do and perform any and all such acts and things as may be necessary or advisable in the opinion of the Trustee in order to have the respective claims of the Bondholders against the County allowed in any bankruptcy or other proceeding.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee, the Bondholders hereunder or under the Financing Agreement or any other Loan Document or the Regulatory Agreement, as applicable, 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 Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default hereunder, whether by the Trustee or the Bondholders, shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereto.

Section 6.03 Rights of Bondholders. If an Event of Default under Section 6.01(b) hereof shall have occurred and is then continuing, and if requested in writing so to do by the Holders of more than 51% of the aggregate principal amount of the Bonds then Outstanding with respect to which there is a default, and if indemnified to its satisfaction, the Trustee shall exercise one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel or a committee of Responsible Officers, shall deem to be in the best interest of the affected Bondholders. If an Event of Default under Section 6.01(b) hereof shall have occurred and is then continuing, the Holders of more than 51% of the aggregate principal amount of the Bonds then Outstanding with respect to which an Event of Default has occurred shall have the right at any time, subject to the provisions of Section 6.08 hereof, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms

and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder, in accordance with the provisions of law and of this Indenture.

Section 6.04 Waiver by County. Upon the occurrence of an Event of Default, to the extent that such right may then lawfully be waived, neither the County nor anyone claiming through or under it shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereinafter in force, in order to prevent or hinder the enforcement of this Indenture; and the County, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisement and redemption to which it may be entitled under the laws of the State and the United States.

Section 6.05 Application of Money After Default. All money collected by the Trustee at any time pursuant to this Article VI shall, except to the extent, if any, otherwise directed by a court of competent jurisdiction, be credited by the Trustee to the Revenue Fund. Such money so credited to the Revenue Fund and all other money from time to time credited to the Revenue Fund shall at all times be held, transferred, withdrawn and applied as prescribed by the provisions of Article IV hereof and this Section 6.05, subject in all events to the provisions of Section 2.11, Section 6.12, and of the Subordination Agreement.

In the event that at any time the money credited to the Revenue Fund, the Bond Fund and the Redemption Fund available for the payment of interest or principal then due with respect to the Bonds shall be insufficient for such payment, such money (other than money held for the payment or redemption of particular Bonds as provided in Section 4.09 hereof) shall be applied as follows and in the following order of priority:

(a) For payment of all amounts due to the Trustee incurred in performance of its duties under this Indenture, including, without limitation, the payment of all reasonable fees and expenses of the Trustee incurred in exercising any remedies under this Indenture;

(b) Unless the principal of all Bonds shall have become or have been declared due and payable:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available is not sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference; and

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of and, on any Bonds which shall have become due, whether at maturity or by call for redemption, in the order in which they became due and payable, and, if the amount available is not sufficient to pay in full all the principal of and, on the Bonds so due on any date, then to the payment of principal ratably, according to the amounts due on such date, to the Persons entitled thereto, without any discrimination or preference, and then to the payment of any premium due on the Bonds, ratably, according to the amounts due on such date, to the Persons entitled thereto, without any discrimination or preference.

(c) If the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal of, and interest then due and

unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due, respectively, for principal and interest, to the Persons entitled thereto without any discrimination or preference except as to any differences in the respective rates of interest specified in the Bonds.

Section 6.06 Reserved.

Section 6.07 Remedies Vested in Trustee. All rights of action, including the right to file proof of claims, under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds, and any recovery or judgment shall be for the mutual benefit as provided herein of all of the Holders of the Outstanding Bonds.

Section 6.08 Remedies of Bondholders. No Holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default shall have occurred of which the Trustee shall have been notified as provided herein; (b) such default shall have become an Event of Default under Section 6.01(b) hereof; (c) the Holders of more than 51% of the aggregate principal amount of the Bonds then Outstanding with respect to which there is such an Event of Default shall have made written request to the Trustee and shall have offered reasonable opportunity to the Trustee either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (d) such Holders shall have offered to the Trustee indemnity as provided in this Indenture; and (e) the Trustee shall within sixty (60) days thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture or the rights of any other Holders of Bonds or to obtain priority or preference over any other Holders or to enforce any right under this Indenture, except in the manner herein provided with respect to the equal and ratable benefit of all Holders of Bonds with respect to which there is a default. Nothing contained in this Indenture shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at the maturity thereof or the obligation of the County to pay the principal of, and interest on the Bonds issued hereunder to the respective holders thereof, at the time, in the place, from the sources and in the manner expressed herein and in said Bonds.

Section 6.09 Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the County, the Trustee, the Bondholder Representative, the Borrower and the Bondholders shall be restored to their former positions and rights hereunder with respect to the Trust Estate herein conveyed, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 6.10 Waivers of Events of Default. So long as no Event of Default has occurred and is then continuing under Section 6.01(b) hereof, the Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of, and interest on the Bonds only upon the written direction of the Bondholder Representative. If there shall have occurred and is then continuing an Event of Default under Section 6.01(a)

hereof, the Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of, and interest on the Bonds upon the written request of the Holders of 100% of the Bonds then Outstanding with respect to which there is a default; provided, however, that there shall not be waived (a) any Event of Default in the payment of the principal of any Bonds at the date of maturity specified therein, or upon proceedings for mandatory redemption of any Bonds, (b) any default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal or when due (whether at the stated maturity thereof or upon proceedings for mandatory redemption) as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the County, the Trustee, and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereto.

Section 6.11 Notice to Bondholders if Default Occurs. Upon the occurrence of an Event of Default, or if an event occurs which could lead to an Event of Default with the passage of time and of which the Trustee is required to take notice pursuant to Section 7.02(1) hereof, the Trustee shall, within thirty (30) days, give written notice thereof by first class mail to the registered Owners of all Bonds then Outstanding and to the County. Notwithstanding the foregoing, except in the case of an Event of Default with respect to the payment of principal of or and interest on the Bonds, the Trustee shall be protected in withholding such notice if and so long as the board of directors of the Trustee, the executive committee, or a trust committee of directors or officers of the Trustee in good faith determines that the withholding of such notice is in the best interests of the Holders of the Bonds.

Section 6.12 No Interference or Impairment of Senior Obligations. Notwithstanding anything herein to the contrary, and without limiting the generality of the provisions of Section 2.11, subject to the provisions of the Subordination Agreement, none of the County, the Trustee nor any other person shall:

- (a) initiate or take any action which may have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal of, interest on, or other amounts due and payable under, the Senior Loan or the Senior Transaction Documents; or

- (b) interfere with or attempt to interfere with or influence the exercise by the Funding Lender of any of its rights under the Senior Loan, or the Senior Transaction Documents, including, without limitation, the Funding Lender's remedial rights under the Senior Loan upon the occurrence of an event of default by the Borrower under the Senior Loan or the Senior Transaction Documents, as applicable;

it being understood and agreed that neither the County nor the Trustee may, on account of any default under this Indenture, cause the Senior Loan to become due and payable or cause the Governmental Lender Note to be redeemed or to declare the principal of the Governmental Lender Note and the interest accrued on the Governmental Lender Note to be immediately due and payable, or cause the Trustee to foreclose or take any other action under the Senior Transaction Documents or any other documents to obtain such performance or observance.

Promptly upon determining that a violation of this Indenture has occurred, the Trustee shall, by notice in writing to the Funding Lender and the County, inform the Funding Lender and the County that such violation has occurred, the nature of the violation and that the violation has been cured or has not been cured, but is curable within a reasonable period of time, or is incurable. Notwithstanding the occurrence of such violation, neither the County nor the Trustee shall have, and each of them acknowledge that they shall not have, any right to cause or direct acceleration of the Senior Loan or to foreclose on the Senior Security Instrument.

ARTICLE VII

CONCERNING THE TRUSTEE

Section 7.01 Standard of Care. The Trustee, prior to an Event of Default as defined in Section 6.01 and after the curing or waiver of all such events which may have occurred, shall perform such duties and only such duties as are specifically set forth in this Indenture. The Trustee, during the existence of any such Event of Default (which shall not have been cured or waived), shall exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent Person would exercise or use under similar circumstances in the conduct of such Person's own affairs.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its breach of trust, own negligence or willful misconduct, except that:

(a) prior to an Event of Default hereunder, and after the curing or waiver of all such Events of Default which may have occurred:

(i) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable except with regard to the performance of such duties and obligations as are specifically set forth in this Indenture; and

(ii) in the absence of bad faith on the part of the Trustee, the Trustee 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 Trustee by the Person or Persons authorized to furnish the same;

(b) at all times, regardless of whether or not any such Event of Default shall exist:

(i) the Trustee shall not be liable for any error of judgment made in good faith by an officer or employee of the Trustee except for willful misconduct or negligence by the officer or employee of the Trustee as the case may be; and

(ii) the Trustee 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 Bondholder Representative or the Holders of more than 51% of the aggregate principal amount of the Bonds then Outstanding (or such lesser or greater percentage as is specifically required or permitted by this Indenture) relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

Section 7.02 Reliance Upon Documents. Except as otherwise provided in Section 7.01:

(a) the Trustee may rely upon the authenticity or truth of the statements and the correctness of the opinions expressed in, and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, notarial seal, stamp, acknowledgment, verification, request, consent, order, bond, or other paper or document of the proper party or parties, including any facsimile transmission as permitted hereunder or under the Financing Agreement;

(b) any notice, request, direction, election, order or demand of the County mentioned herein shall be sufficiently evidenced by an instrument signed in the name of the County by an Authorized Officer of the County (unless other evidence in respect thereof be herein specifically prescribed), and any resolution of the County may be evidenced to the Trustee by a copy of such resolution duly certified by an Authorized Officer of the County;

(c) any notice, request, certificate, statement, requisition, direction, election, order or demand of the Borrower mentioned herein shall be sufficiently evidenced by an instrument purporting to be signed in the name of the Borrower by any Authorized Officer of the Borrower (unless other evidence in respect thereof be herein specifically prescribed), and any resolution or certification of the Borrower may be evidenced to the Trustee by a copy of such resolution duly certified by a secretary or other Authorized Officer of the Borrower;

(d) [Intentionally Omitted];

(e) any notice, request, direction, election, order or demand of the Bondholder Representative mentioned herein shall be sufficiently evidenced by an instrument purporting to be signed in the name of the Bondholder Representative by any authorized officer of the Bondholder Representative (unless other evidence in respect thereof be herein specifically prescribed);

(f) [Intentionally Omitted];

(g) Trustee is authorized and directed to execute, in its capacity as Trustee, the Financing Agreement, the Subordination Agreement and the Intercreditor Agreement;

(h) in the administration of the trusts of this Indenture, the Trustee may execute any of the trusts or powers hereby granted directly or through its agents, receivers or attorneys, and the Trustee may consult with counsel and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or permitted by it hereunder in good faith and in accordance with the opinion of such counsel;

(i) whenever in the administration of the trusts of this Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or permitting any action hereunder, such matters (unless other evidence in respect thereof be herein specifically prescribed), may in the absence of negligence or willful misconduct on the part of the Trustee, be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the County or the Borrower and such certificate shall in the absence of bad faith on the part of the Trustee be full warrant to the Trustee for any action taken or permitted by it under the provisions of this Indenture, but in its discretion the Trustee may in lieu thereof accept other evidence of such matter or may require such further or additional evidence as it may deem reasonable;

(j) the recitals herein and in the Bonds (except the Trustee's certificate of authentication thereon) shall be taken as the statements of the County and the Borrower and shall not be considered as made by or imposing any obligation or liability upon the Trustee; and the Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the title of the County or the Borrower to the Trust Estate, or as to the security of this Indenture, or of the Bonds issued hereunder, and the Trustee shall incur no liability or responsibility in respect of any of such matters;

(k) the Trustee shall not be personally liable for debts contracted or liability for damages incurred in the management or operation of the Trust Estate except for its own willful misconduct or negligence; and every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 7.02(k);

(l) the Trustee shall not be required to ascertain or inquire as to the performance or observance of any of the covenants or agreements (except to the extent they obligate the Trustee) herein or in any contracts or securities assigned or conveyed to or pledged with the Trustee hereunder, except Events of Default that are evident under Section 6.01(a) or Section 6.01(b) hereof; and the Trustee shall not be required to take notice or be deemed to have notice or actual knowledge of any default or Event of Default specified in Section 6.01 hereof (except defaults under Section 6.01(a) or Section 6.01(b) hereof) unless the Trustee shall receive from the County, the Bondholder Representative or the Holders of more than 51% of the aggregate principal amount of the Bonds then Outstanding written notice stating that a default or Event of Default has occurred and specifying the same, and in the absence of such notice the Trustee may conclusively assume that there is not such default; and every provision contained in this Indenture or related instruments or in any such contract or security wherein the duty of the Trustee depends on the occurrence and continuance of such default shall be subject to the provisions of this Section 7.02(l);

(m) the Trustee shall be under no duty to confirm or verify any financial or other statements or reports or certificates furnished pursuant to any provisions hereof, except to the extent such statement or reports are furnished by or under the direction of the Trustee, and shall be under no other duty in respect of the same except to retain the same in its files and permit the inspection of the same at reasonable times by the Holder of any Bond; and

(n) the Trustee shall be under no obligation to exercise those rights or powers vested in it by this Indenture, other than such rights and powers which it shall be obliged to exercise in the ordinary course of its trusteeship under the terms and provisions of this Indenture and as required by law, at the request or direction of any of the Bondholders pursuant to Sections 6.03 and 6.08 of this Indenture, unless such Bondholders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in the compliance with such request or direction.

None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

The Trustee is authorized and directed to execute in its capacity as Trustee the Financing Agreement, and the Trustee shall have no responsibility or liability with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

The Trustee or any of its affiliates may act as advisor or sponsor with respect to any Qualified Investments.

The Trustee agrees to accept and act upon facsimile transmission or Electronic Notice of written instructions and/or directions pursuant to this Indenture provided, however, that: (a) subsequent to such facsimile transmission or Electronic Notice of written instructions and/or directions the Trustee shall forthwith receive the originally executed instructions and/or directions, (b) such originally executed instructions and/or directions shall be signed by such Person as may be designated and authorized to sign for the party signing such instructions and/or directions, and (c) the Trustee shall have received a current incumbency certificate containing the specimen signature of such designated Person.

Any resolution, certification, notice, request, direction, election, order or demand delivered to the Trustee pursuant to this Section 7.02 shall remain in effect until the Trustee receives written notice to the contrary from the party that delivered such instrument accompanied by revised information for such party.

The Trustee shall have no responsibility for the value of any collateral or with respect to the perfection or priority of any security interest in any collateral except as otherwise provided in Section 7.17 hereof.

Section 7.03 Use of Proceeds. The Trustee shall not be accountable for the use or application of any of the Bonds authenticated or delivered hereunder or of the proceeds of the Bonds except as provided herein.

Section 7.04 Trustee May Hold Bonds. The Trustee and its officers and directors may acquire and hold, or become pledgees of Bonds and otherwise may deal with the County and the Borrower in the same manner and to the same extent and with like effect as though it were not Trustee hereunder.

Section 7.05 Trust Imposed. All money received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received.

Section 7.06 Compensation of Trustee. The Trustee shall be entitled to its acceptance fee and its annual administration fee, payable by the Borrower pursuant to the Financing Agreement, in connection with the services rendered by it in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties of the Trustee hereunder. The Trustee shall be entitled to extraordinary fees and expenses in connection with any Extraordinary Services performed consistent with the duties hereunder or under any of the Loan Documents, payable by the Borrower; provided the Trustee shall not incur any extraordinary fees and expenses without the consent of the Bondholder Representative (except that no consent shall be required if an Event of Default under 6.01(b) has occurred and is continuing). If any property, other than cash, shall at any time be held by the Trustee subject to this Indenture, or any supplemental indenture, as security for the Bonds, the Trustee, 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 to make advances for the purpose of preserving such property or of discharging tax liens or other liens or encumbrances thereon. Payment to the Trustee for its services and reimbursement to the Trustee for its expenses, disbursements, liabilities and advances, shall be limited to the sources described in the Financing Agreement and in Sections 4.11 and 6.05 hereof. The County shall have no liability for Trustee's fees, costs or expenses. Subject to the provisions of Section 7.09 hereof, the Trustee agrees that it shall continue to perform its duties hereunder (including, but not limited to, its duties as Paying Agent and Bond

Registrar) and under the Loan Documents even in the event that money designated for payment of its fees shall be insufficient for such purposes or in the event that the Borrower fails to pay the Trustee's fees and expenses as required by the Financing Agreement.

The Borrower shall indemnify and hold harmless the Trustee and its officers, directors, officials, employees, agents, receivers, attorneys, accountants, advisors, consultants and servants, past, present or future, from and against (a) any and all claims by or on behalf of any Person arising from any cause whatsoever in connection with this Indenture or transactions contemplated hereby, the Project, or the issuance of the Bonds; (b) any and all claims arising from any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Project, or the issuance of the Bonds; and (c) all costs, counsel fees, expenses or liabilities incurred in connection with any such claim or proceeding brought thereon; except that the Borrower shall not be required to indemnify any Person for damages caused by the gross negligence, willful misconduct or unlawful acts of such Person or which arise from events occurring after the Borrower ceases to own the Project. In the event that any action or proceeding is brought or claim made against the Trustee, or any of its officers, directors, officials, employees, agents, receivers, attorneys, accountants, advisors, consultants or servants, with respect to which indemnity may be sought hereunder, the Borrower, upon written notice thereof from the indemnified party, shall assume the investigation and defense thereof, including the employment of counsel and the payment of all expenses. The indemnified party shall have the right to approve a settlement to which it is a party and to employ separate counsel in any such action or proceedings and to participate in the investigation and defense thereof, and the Borrower shall pay the reasonable fees and expenses of such separate counsel. The provisions of this Section shall survive the termination of this Indenture.

Section 7.07 Qualifications of Trustee. There shall at all times be a Trustee hereunder which shall be an association or a corporation organized and doing business under the laws of the United States of America or any state thereof, authorized under such laws to exercise corporate trust powers. Any successor Trustee shall have a combined capital and surplus of at least \$50,000,000 (or shall be a wholly owned subsidiary of an association or corporation that has such combined capital and surplus), and be subject to supervision or examination by federal or state authority, or shall have been appointed by a court of competent jurisdiction pursuant to Section 7.09. If such association or corporation publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority referred to above, then for the purposes of this Section, the combined capital and surplus of such association or corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section and another association or corporation is eligible, the Trustee shall resign immediately in the manner and with the effect specified in Section 7.09.

Section 7.08 Merger of Trustee. Any association or corporation into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any association or corporation resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party shall, ipso facto, be and become successor Trustee hereunder and vested with all the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding, and shall also be and become successor Trustee in respect of the beneficial interest of the Trustee in the Loan.

Section 7.09 Resignation by the Trustee. The Trustee may at any time resign from the trusts hereby created by giving written notice to the County, the Borrower and the Bondholder Representative, and by giving notice by certified mail or overnight delivery service to each Holder of the Bonds then Outstanding. Such notice to the County, the Borrower and the Bondholder Representative may be served personally or sent by certified mail or overnight delivery service. The resignation of the Trustee shall not be effective until a successor Trustee has been appointed as provided herein and such successor Trustee shall have agreed in writing to be bound by the duties and obligations of the Trustee hereunder.

Section 7.10 Removal of the Trustee. The Trustee may be removed at any time, either with or without cause, with the consent of the Bondholder Representative (which consent of the Bondholder Representative shall not be unreasonably withheld and which approval shall be deemed given after fifteen (15) days if the Bondholder Representative has not responded to a written request for such approval) by a written instrument signed by the County and delivered to the Trustee and the Borrower, and if an Event of Default shall have occurred and be continuing, other than an Event of Default under Section 6.01(b), by a written instrument signed by the Bondholder Representative and delivered to the Trustee, the County and the Borrower. The Trustee may also be removed, if an Event of Default under Section 6.01(b) shall have occurred and be continuing, by a written instrument or concurrent instruments signed by the Holders of more than 51% of the aggregate principal amount of the Bonds then Outstanding and delivered to the Trustee, the County, the Borrower and the Bondholder Representative. The Trustee may also be removed by the Bondholder Representative following notice to the County and after a thirty (30) day period during which the County may attempt to cause the Trustee to discharge its duties in a manner acceptable to Bondholder Representative, the Borrower and to each registered Owner of Bonds then Outstanding as shown on the Bond Registrar. Any such removal shall take effect on the day specified in such written instrument(s), but the Trustee shall not be discharged from the trusts hereby created until a successor Trustee has been appointed and has accepted such appointment and has agreed in writing to be bound by the duties and obligations of the Trustee hereunder.

Section 7.11 Appointment of Successor Trustee.

(a) In case at any time the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or shall be adjudged a bankrupt or insolvent, or if a receiver of the Trustee or of its property shall be appointed, or if a public supervisory office shall take charge or control of the Trustee or of its property or affairs, a vacancy shall forthwith and ipso facto be created in the office of such Trustee hereunder, and the County, with the written consent of the Bondholder Representative (which consent shall not be unreasonably withheld and which consent shall be deemed given after fifteen (15) days if the applicable party has not responded to a written request from the County for such consent), shall promptly appoint a successor Trustee. Any such appointment shall be made by a written instrument executed by an Authorized Officer of the County.

(b) If, in a proper case, no appointment of a successor Trustee shall be made pursuant to subsection (a) of this Section 7.11 within sixty (60) days following delivery of all required notices of resignation given pursuant to Section 7.09 or of removal of the Trustee pursuant to Section 7.10, the retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. The court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Section 7.12 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the County a

written instrument accepting such appointment hereunder, accepting assignment of the beneficial interest in the Mortgage, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the Trust Estate and the rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the County, the Borrower or the Bondholder Representative, or of its successor, and upon payment of all amounts due such predecessor, including but not limited to fees and expenses of counsel, execute and deliver such instruments as may be appropriate to transfer to such successor Trustee all the Trust Estate and the rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and money held by it as Trustee hereunder to its successor. Should any instrument in writing from the County be required by a successor Trustee for more fully and certainly vesting in such successor the Trust Estate and all rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the County. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed and/or recorded by the successor Trustee in each recording office where this Indenture shall have been filed and/or recorded. Each successor Trustee shall mail notice by first class mail, postage prepaid, at least once within 30 days of such appointment, to the Owners of all Bonds Outstanding at their addresses on the Bond Register.

Section 7.13 Successor Trustee as Trustee, Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which shall have resigned or shall have been removed shall cease to be trustee and paying agent on the Bonds and Bond Registrar, and the successor Trustee shall become such Trustee, Paying Agent and Bond Registrar.

Section 7.14 Appointment of Co Trustee or Separate Trustee. It is the intent of the County and the Trustee that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under or connected with this Indenture, the Financing Agreement or any of the other Loan Documents, and, in particular, in case of the enforcement of any remedies on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein or therein granted to the Trustee or hold title to the properties in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee, with the consent of the County, appoint an additional individual or institution as a co trustee or separate trustee.

In the event that the Trustee appoints an additional individual or institution as a co trustee or separate trustee, in the event of the incapacity or lack of authority of the Trustee, by reason of any present or future law of any jurisdiction, to exercise any of the rights, powers, trusts and remedies granted to the Trustee herein or to hold title to the Trust Estate or to take any other action that may be necessary or desirable in connection therewith, each and every remedy, power, right, obligation, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be imposed upon, exercised by or vested in or conveyed to the Trustee with respect thereto shall be imposed upon, exercisable by and vest in such separate trustee or co-trustee, but only to the extent necessary to enable such co trustee or separate trustee to exercise such powers, rights, trusts and remedies, and every covenant and obligation necessary to the exercise thereof by such co trustee or separate trustee shall run to and be enforceable by either of them, subject to the remaining provisions of this Section 7.14.

Such co trustee or separate trustee shall deliver an instrument in writing acknowledging and accepting its appointment hereunder to the County and the Trustee.

Should any instrument in writing from the County be required by the co trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the County, the Trustee and the Borrower. If the County shall fail to deliver the same within thirty (30) days of such request, the Trustee is hereby appointed attorney-in-fact for the County to execute, acknowledge and deliver such instruments in the County's name and stead. In case any co trustee or separate trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such co trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such co trustee or separate trustee.

Every co trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

(a) The Bonds shall be authenticated and delivered, and all rights, powers, trusts, duties and obligations by this Indenture conferred upon the Trustee in respect of the custody, control or management of money, papers, securities and other personal property shall be exercised solely by the Trustee;

(b) all rights, powers, trusts, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon or exercised or performed by the Trustee, or by the Trustee and such co trustee, or separate trustee jointly, as shall be provided in the instrument appointing such co trustee or separate trustee, except to the extent that under the law of any jurisdiction in which any particular act or acts are to be performed the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co trustee or separate trustee;

(c) any request in writing by the Trustee to any co trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking or the refraining from taking of such action by such co trustee or separate trustee;

(d) any co trustee or separate trustee to the extent permitted by law shall delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise;

(e) the Trustee at any time by an instrument in writing with the concurrence of the County evidenced by a certified resolution may accept the resignation of or remove any co trustee or separate trustee appointed under this Section and in case an Event of Default shall have occurred and be continuing, the Trustee shall have power to accept the resignation of or remove any such co trustee or separate trustee without the concurrence of the County, and upon the request of the Trustee, the County shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal; and a successor to any co trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section;

(f) no Trustee or co-trustee hereunder shall be personally liable by reason of any act or omission of any other Trustee hereunder;

(g) any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing executed by the Bondholders and delivered to the Trustee shall be deemed to have been delivered to each such co trustee or separate trustee; and

(h) any money, papers, securities or other items of personal property received by any such co trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Trustee.

The total compensation of the Trustee and co trustee or separate trustee shall be as, and may not exceed the amount, provided in Section 7.06 hereof.

Section 7.15 Notice of Certain Events. The Trustee shall give written notice to the County and the Bondholder Representative of any failure by the Borrower to comply with the terms of the Regulatory Agreement of which a Responsible Officer has actual knowledge.

Section 7.16 Additional Payments. The Trustee shall transfer the Additional Payments constituting the County Annual Fee, as defined in the Regulatory Agreement, to or at the direction of the County when due, to the extent of amounts received from the Borrower therefor.

Section 7.17 Filing of Financing Statements. The Trustee shall, at the expense of the Borrower, file or record or cause to be filed or recorded all UCC continuation statements for the purpose of continuing without lapse the effectiveness of those financing statements which have been filed on or approximately on the Closing Date in connection with the security for the Bonds pursuant to the authority of the UCC. Upon the filing of any such continuation statement the Trustee shall immediately notify the County, the Borrower, the Bondholder Representative that the same has been done. If direction is given by the Bondholder Representative, the Trustee shall file all continuation statements in accordance with such direction.

ARTICLE VIII

SUPPLEMENTAL INDENTURES AND AMENDMENTS OF CERTAIN DOCUMENTS

Section 8.01 Supplemental Indentures Not Requiring Consent of Bondholders. The County and the Trustee may from time to time and at any time, without the consent of, or notice to, any of the Bondholders, but with the prior written consent of the Bondholder Representative, and subject to the Subordination Agreement, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) to cure any formal defect, omission, inconsistency or ambiguity herein in a manner not materially adverse to the Holder of any Bond to be Outstanding after the effective date of the change;

(b) to grant to or confer upon the Trustee for the benefit of the Holders of the Bonds any additional rights, remedies, powers or authority that may lawfully be granted or conferred and that are not contrary to or inconsistent with this Indenture or the rights of the Trustee hereunder as theretofore in effect;

(c) to subject to the lien and pledge of this Indenture additional revenues, properties or collateral;

(d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under any state blue sky laws;

(e) to make such additions, deletions or modifications as may be, in the opinion of Bond Counsel delivered to the County and the Trustee, necessary to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds; or

(f) to modify, amend or supplement this Indenture in any other respect which is not materially adverse to the Holders of the Bonds to be Outstanding after the effective date of the change and which does not involve a change described in Section 8.02.

Section 8.02 Supplemental Indentures Requiring Consent of Bondholders. With the prior written consent of the Bondholder Representative, and subject to the Subordination Agreement, the Holders of more than 51% of the aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, to consent to and approve the execution by the County and the Trustee of such indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the County for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, (a) an extension of the time for payment of, or an extension of the stated maturity or reduction in the principal amount or reduction in the rate of interest on or extension of the time of payment, of interest on, or reduction of any premium payable on the redemption of, any Bonds, or a reduction in the Borrower's obligation on the Note, without the consent of the Holders of all of the Bonds then Outstanding, (b) the creation of any lien prior to or on a parity with the lien of this Indenture, (c) a reduction in the aforesaid percentage of the principal amount of Bonds which is required in connection with the giving of consent to any such supplemental indenture, without the consent of the Holders of all of the Bonds then Outstanding, (d) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, (e) a privilege or priority of any Bond over any other Bonds, or (f) any action that results in the interest on the Bonds becoming included in gross income for federal income tax purposes.

If at any time the County shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed, postage prepaid, to all registered Bondholders and to the Bondholder Representative. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Bondholders.

Thirty (30) days after the date of the mailing of such notice, the County and the Trustee may enter into such supplemental indenture substantially in the form described in such notice, but only if there shall have first been or is simultaneously delivered to the Trustee the required consents, in writing, of the Bondholder Representative and the Holders of not less than the percentage of Bonds required by this Section 8.02. If the Holders of not less than the percentage of Bonds required by this Section 8.02 shall have consented to and approved the execution and delivery of a supplemental indenture as provided herein, no Holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or

in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the County from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section 8.02 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith. The Trustee may rely upon an opinion of counsel as conclusive evidence that execution and delivery of a supplemental indenture has been effected in compliance with the provisions of this Article VIII.

Anything in this Article VIII to the contrary notwithstanding, unless the Borrower shall then be in default of any of its obligations under the Financing Agreement, the Regulatory Agreement, the Note or the Mortgage, a supplemental indenture under this Article VIII which affects any rights of the Borrower shall not become effective unless and until the Borrower shall have expressly consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture to be mailed by certified or registered mail to the Borrower or the Borrower's attorney at least fifteen (15) days prior to the proposed date of execution and delivery of any supplemental indenture.

Notwithstanding any other provision of this Indenture, the County and the Trustee may consent to any supplemental indenture upon receipt of the consent of the Bondholder Representative, the Holders of all Bonds then Outstanding and, as applicable, the Borrower.

Section 8.03 Amendments to Financing Agreement Not Requiring Consent of Bondholders. The Trustee shall, without the consent of, or notice to, the Bondholders, but with the consent of the Borrower and the Bondholder Representative, and subject to the Subordination Agreement, consent to any amendment, change or modification of the Financing Agreement as follows:

- (a) as may be required by the provisions of Financing Agreement or this Indenture;
- (b) to cure any formal defect, omission, inconsistency or ambiguity in the Financing Agreement in a manner not materially adverse to the Holder of any Bond to be Outstanding after the effective date of the change;
- (c) to make such additions, deletions or modifications as may be necessary, in the opinion of Bond Counsel delivered to the County and the Trustee, to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds; or
- (d) to modify, amend or supplement the Financing Agreement in any other respect which is not materially adverse to the Trustee or Holders of the Bonds to be Outstanding after the effective date of the change and which does not involve a change described in Section 8.04.

Section 8.04 Amendments to Financing Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications of the Financing Agreement as provided in Section 8.03 hereof, neither the County nor the Trustee shall consent to any other amendment, change or modification of the Financing Agreement without the consent of the Bondholder Representative, and the Borrower and without the giving of notice and the written approval or consent of the Holders of at least 51% of the aggregate principal amount of the Bonds then Outstanding given and procured in accordance with the procedure set forth in Section 8.02 hereof; provided, however, that nothing contained in this Section 8.04 shall permit, or be construed as permitting, any amendment, change or modification of the

Borrower's obligation to make the payments required under the Financing Agreement without the consent of the Holders of all of the Bonds then Outstanding. If at any time the County and the Borrower shall request the consent of the Trustee to any such proposed amendment, change or modification of the Financing Agreement, the Trustee shall cause notice of such proposed amendment, change or modification to be given in the same manner as provided in Section 8.02 hereof. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the Principal Office of the Trustee for inspection by Bondholders.

Section 8.05 Reserved.

Section 8.06 Opinion of Bond Counsel Required. No supplement or amendment to the Financing Agreement or this Indenture, as described in this Article VIII, shall be effective until the County, the Trustee and the Bondholder Representative shall have received an opinion of Bond Counsel to the effect that such supplement or amendment is authorized or permitted by this Indenture and, upon execution and delivery thereof, will be valid and binding upon the County in accordance with its terms and will not cause interest on the Bonds to be includable in gross income of the Holders thereof for federal income tax purposes. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of Bond Counsel as conclusive evidence that (a) any proposed supplemental indenture or amendment permitted by this Article VIII complies with the provisions of this Indenture, (b) it is proper for the Trustee to join in the execution of that supplemental indenture or amendment under the provisions of this Article VIII, and (c) if applicable, such proposed supplemental indenture or amendment is not materially adverse to the interests of the Bondholders.

ARTICLE IX

SATISFACTION AND DISCHARGE OF INDENTURE

Section 9.01 Discharge of Lien. If the County shall pay or cause to be paid to the Holders of the Bonds the principal and interest to become due thereon at the times and in the manner stipulated therein and herein, in any one or more of the following ways:

- (a) by the payment of the principal of and interest on all Bonds Outstanding;
or
- (b) by the deposit or credit to the account of the Trustee, in trust, of money or securities in the necessary amount (as provided in Section 9.05) to pay the principal, redemption price and interest to the date established for redemption whether by redemption or otherwise; or
- (c) by the delivery to the Trustee, for cancellation by it, of all Bonds Outstanding.

and shall have paid all amounts due and owing to the Bondholder Representative hereunder, and shall have paid all fees and expenses of and any other amounts due to the Trustee, and if the County shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, then these presents and the estates and rights hereby granted shall cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the County such instruments in writing as shall be requisite to satisfy the lien hereof, and reconvey to the County the estate hereby conveyed, and assign and deliver to the County any interest in property at the time subject to the lien of this Indenture which may

then be in its possession, except amounts held by the Trustee for the payment of principal of, interest, on the Bonds, or the payment of any amounts owed to the United States pursuant to Section 4.13.

Any Outstanding Bond shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section 9.01 if, under circumstances which do not cause interest on the Bonds to become includable in the Holders' gross income for purposes of federal income taxation, the following conditions shall have been fulfilled: (a) in case such Bond is to be redeemed on any date prior to its maturity, the Trustee shall have given to the Bondholder irrevocable notice of redemption of such Bond on said date; (b) there shall be on deposit with the Trustee, pursuant to Section 9.05 hereof, either money or direct obligations of the United States of America in an amount, together with anticipated earnings thereon (but not including any reinvestment of such earnings), which will be sufficient to pay, when due, the principal or redemption price, if applicable, and interest due and to become due on such Bond on the redemption date or Maturity Date thereof, as the case may be; and (c) in the case of Bonds which do not mature or will not be redeemed within Sixty (60) days of such deposit, the Trustee shall have received a verification report of a firm of certified public accountants reasonably acceptable to the Trustee as to the adequacy of the amounts so deposited to fully pay the Bonds deemed to be paid.

The Trustee shall in no event cause the Bonds to be optionally redeemed from money deposited pursuant to this Article IX unless the requirements of Article III have been met with respect to such redemption.

Section 9.02 Payment from B-B2 Trustee Upon Final Maturity. The Trustee hereby acknowledges and agrees that (a) the B-B2 Trustee is and shall be irrevocably instructed pursuant to the terms of the B-B2 Indenture to hold in trust, set aside and transfer moneys for the sole purpose of repaying in full the final scheduled principal installment due in respect of the Bonds on the Maturity Date, and (b) absent contrary written instructions from the Borrower (accompanied by an opinion of Bond Counsel substantially to the effect that the proposed action will not, in and of itself, adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation), the Trustee shall fully cooperate with the B-B2 Trustee in respect of the transfer of such funds and the application thereof to the final payment and discharge of the Bonds.

Section 9.03 Discharge of Liability on Bonds. Upon the deposit with the Trustee, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.01) to pay or redeem Outstanding Bonds (whether upon or prior to their maturity or the redemption date of such Bonds) provided that, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Article III provided or provision satisfactory to the Trustee shall have been made for the giving of such notice, all liability of the County in respect of such Bonds shall cease, terminate and be completely discharged, except only that thereafter the holders thereof shall be entitled to payment by the County, and the County shall remain liable for such payment, but only out of the money or securities deposited with the Trustee as aforesaid for their payment, subject, however, to the provisions of Section 9.04.

Section 9.04 Payment of Bonds After Discharge of Indenture. Notwithstanding any provisions of this Indenture, and subject to applicable unclaimed property laws of the State, any money deposited with the Trustee or any paying agent in trust for the payment of the principal of, interest on the Bonds remaining unclaimed for two (2) years after the payment thereof, to the extent permitted by applicable law, shall be paid to the Borrower, whereupon all liability of the County and the Trustee with respect to such money shall cease, and the holders of the Bonds

shall thereafter look solely to the Borrower for payment of any amounts then due. All money held by the Trustee and subject to this Section 9.04 shall be held uninvested and without liability for interest thereon.

Section 9.05 Deposit of Money or Securities With Trustee. Whenever in this Indenture it is provided or permitted that there be deposited with or credited to the account of or held in trust by the Trustee money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held shall consist of:

(a) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which there shall have been furnished to the Trustee proof satisfactory to it that notice of such redemption on a specified redemption date has been duly given or provision satisfactory to the Trustee shall be made for such notice, the amount so to be deposited or held shall be the principal amount of such Bonds and interest thereon to the redemption date; or

(b) noncallable and nonprepayable direct obligations of the United States of America or noncallable and nonprepayable obligations which as to principal and interest constitute full faith and credit obligations of the United States of America, in such amounts and maturing at such times that the proceeds of said obligations received upon their respective maturities and interest payment dates, without further reinvestment, will provide funds sufficient, in the opinion of a nationally recognized firm of certified public accountants, to pay the principal and interest to maturity, or to the redemption date, as the case may be, with respect to all of the Bonds to be paid or redeemed, as such principal and interest become due; provided that the Trustee shall have been irrevocably instructed by the County to apply the proceeds of said obligations to the payment of said principal and interest with respect to such Bonds.

ARTICLE X

INTENTIONALLY OMITTED

ARTICLE XI

MISCELLANEOUS

Section 11.01 Consents and Other Instruments of Bondholders. Any consent, request, direction, approval, waiver, objection, appointment or other instrument required by this Indenture to be signed and executed by the Bondholders may be signed and executed in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such instrument, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such instrument, namely:

(a) the fact and date of the execution by any Person of any such instrument 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 instrument acknowledged the execution thereof. Where such execution is by an officer of a corporation or association or a member of a partnership on behalf of such corporation,

association or partnership, such affidavit or certificate shall also constitute sufficient proof of such authority;

(b) the ownership of registered Bonds shall be proved by the Bond Register; and

(c) any request, consent or vote of the Holder of any Bond shall bind every future Holder of the same Bond and the Holder of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or permitted to be done by the Trustee or the County in pursuance of such request, consent or vote.

Section 11.02 Reserved.

Section 11.03 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any Person other than the Parties hereto, the Bondholder Representative, the Borrower and the Holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions hereof.

Section 11.04 Severability. If any provision of this Indenture shall be held or deemed to be, or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 11.05 Notices.

(a) Any provision of this Indenture relating to the mailing of notice or other communication to Bondholders shall be deemed fully complied with if such notice or other communication is mailed, by first class mail, postage prepaid, to each registered Owner of any Bonds then Outstanding at the address of such registered Owner as it appears on the Bond Register. 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.

Any notice, request, complaint, demand, communication or other paper required or permitted to be delivered to the County, the Trustee, the Bondholder Representative, or the Borrower shall be sufficiently given and shall be deemed given (unless another form of notice shall be specifically set forth herein) on the Business Day following the date on which such notice or other communication shall have been delivered to a national overnight delivery service (receipt of which to be evidenced by a signed receipt from such overnight delivery service) addressed to the appropriate party at the addresses set forth below or as may be required or permitted by this Indenture by Electronic Notice or by a facsimile transmission for which a confirmation of receipt has been delivered. The County, the Trustee, the Bondholder

Representative, or the Borrower may, by notice given as provided in this paragraph, designate any further or different address to which subsequent notices or other communication shall be sent.

The County:	County of Contra Costa Department of Conservation and Development 30 Muir Road Martinez, California 94553 Attention: Community Development Bond Program Manager
The Trustee:	Wilmington Trust, National Association 650 Town Center Drive, Suite 600 Costa Mesa, CA 92626-7121 Attention: Corporate Trust Service
The Borrower:	Richmond Nevin Associates c/o The Pacific Companies 430 E. State Street, Suite 100 Eagle, ID 83616 Attention: Caleb J. Roope Telephone: (208) 461-0022
and to:	Central Valley Coalition for Affordable Housing 3351 M Street, Suite 100 Merced, California 95348 Attention: CA Alley Telephone: (209) 388-0782 ext. 302 Facsimile: (209) 385-3770
with a copy to:	Haden Law Office 2241 N Street Merced, CA 95340-3614 Attention: Robert Haden Telephone: (209) 723-3247 Facsimile: (209) 722-5288
and a copy to:	[Boston Capital]
and a copy to:	Holland & Knight 10 St. James Avenue, 11th Floor Boston, MA 02116 Attention: Jennifer Whalen, Esq. Telephone: (617) 855-1454
and a copy to:	Applegate & Thorne-Thomsen, P.C. 626 W. Jackson, Suite 400 Chicago, IL 60661 Attention: Warren Wenzloff, Esq.

The Bondholder Representative: Bonneville Affordable Housing Capital, LLC
111 Main Street, Suite 1600
Salt Lake City, UT 84111
Attention: Brent H. Peterson
Telephone: (801) 323-1000

The Trustee agrees to accept and act upon facsimile transmission of written instructions and/or directions pursuant to this Indenture, provided, however, that subsequent to such facsimile transmission of written instructions, the originally executed instructions and/or directions shall be provided to the Trustee in a timely manner.

(b) The Trustee shall provide to the Bondholder Representative (i) prompt notice of the occurrence of any Event of Default pursuant to Section 6.01 hereof and (ii) any written information or other written communication received by the Trustee hereunder within ten (10) Business Days of receiving a written request from the Bondholder Representative for any such information or other communication.

Section 11.06 Reserved.

Section 11.07 Trustee as Paying Agent and Bond Registrar. The Trustee is hereby designated and agrees to act as Paying Agent and Bond Registrar for and in respect to the Bonds. When acting in either such capacity, the Trustee will receive the same rights, protections and indemnifications afforded to the Trustee hereunder.

Section 11.08 Payments Due on Non Business Days. In any case where a date of payment with respect to any Bonds shall be a day other than a Business Day, then such payment need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on such date, and no interest shall accrue for the period after such date providing that payment is made on such next succeeding Business Day.

Section 11.09 Counterparts. This Indenture 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.

Section 11.10 Choice of Law and Venue. This Indenture and the Bonds are contracts made under the laws of the State and shall be governed by and construed in accordance with the Constitution and laws applicable to contracts made and performed in the State. This Indenture and the Bonds shall be enforceable in the State, and any action arising out of this Indenture or the Bonds shall be filed and maintained in the County, unless the County waives this requirement.

Section 11.11 No Recourse. No recourse under or upon any obligation, covenant or agreement contained in this Indenture or in any Bond shall be had against any supervisor, officer or employee (past, present or future) of the County, either directly or through the County or its governing body or otherwise, for the payment for or to the County or any receiver thereof, or for or to the Holder of any Bond issued hereunder, or otherwise, of any sum that may be due and unpaid by the County or its governing body upon any such Bond. Any and all personal liability of every nature whether at common law or in equity or by statute or by constitution or otherwise of any such supervisor, officer or employee, as such, to respond by reason of any act of omission on his/her part or otherwise, for the payment for or to the Holder of any Bond issued hereunder or otherwise of any sum that may remain due and unpaid upon any Bond hereby secured is, by the acceptance of such Bond by the Owner, expressly waived

and released as a condition of and in consideration for the execution of this Indenture and the issuance of the Bonds.

[Signature Pages Follow]

IN WITNESS WHEREOF, COUNTY OF CONTRA COSTA, CALIFORNIA has caused this Indenture to be signed in its name by its duly authorized officer and WILMINGTON TRUST, NATIONAL ASSOCIATION, in token of its acceptance of the trust created hereunder, has caused this Indenture to be signed in its name by its duly authorized officer, all as of the day and year first above written.

COUNTY OF CONTRA COSTA, CALIFORNIA

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

[Signature page – Indenture of Trust - Twenty One and Twenty Three Nevin Apartments 2017B-B1]

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Representative

[Signature page – Indenture of Trust - Twenty One and Twenty Three Nevin Apartments 2017B-B1]

EXHIBIT A
FORM OF BOND

NO. R-____

\$20,000,000.00

COUNTY OF CONTRA COSTA
LIMITED OBLIGATION MULTIFAMILY HOUSING REVENUE SUBORDINATE BONDS
(TWENTY ONE AND TWENTY THREE NEVIN APARTMENTS),
SERIES 2017B-B1

BY POSSESSION OF THIS BOND, THE HOLDER CERTIFIES THAT IT IS AN APPROVED INSTITUTIONAL BUYER OR AN ACCREDITED INVESTOR, AS DEFINED IN THE INDENTURE REFERRED TO HEREIN. THE HOLDER HEREOF, BY THE ACCEPTANCE OF THIS BOND, ACKNOWLEDGES THAT THE TRUSTEE IS PROHIBITED FROM REGISTERING THE OWNERSHIP OR TRANSFER OF OWNERSHIP OF THIS BOND TO ANY PERSON WITHOUT RECEIPT OF AN EXECUTED INVESTOR LETTER, AS DEFINED IN AND ATTACHED TO THE INDENTURE.

MATURITY DATE	DATED DATE	INTEREST RATE
_____, 1, ____	December 20, 2017	8.0% for 24 months, then 5.0% thereafter, subject to and as more particularly set forth in the Indenture

REGISTERED OWNER:

PRINCIPAL AMOUNT: ELEVEN MILLION DOLLARS

The COUNTY OF CONTRA COSTA, CALIFORNIA, a political subdivision and body corporate and politic of the State of California (the "County"), 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 set forth above, the principal sum set forth above and to pay (but only out of Revenues as hereinafter provided) interest on the balance of said principal amount from time to time remaining unpaid from and including the date hereof until payment of said principal amount has been made or duly provided for, at the rate, compounding basis and on the dates determined as described herein and in the Indenture (as hereinafter defined). The principal of and, on this Bond are payable at final maturity, acceleration or redemption in lawful money of the United States of America upon surrender hereof at the principal corporate trust office of Wilmington Trust, National Association, in Costa Mesa, California, as Trustee, or its successor in trust (the "Trustee"). Payment of the interest on any Bond shall be made on each Interest Payment Date (as hereinafter defined) to the Person appearing on the bond registration books of the Bond Registrar as the Owner thereof on the Record Date, such interest to be paid by the Paying Agent (i) to such Owner by check or draft mailed on the Interest Payment Date, to such Owner's address as it appears on the registration books or at such other address as has been furnished to the Bond Registrar as provided below, in writing by such Owner not later than the Record Date or (ii) upon written request, at least three Business Days prior to the applicable Record Date, to the Owner of Bonds aggregating not less than \$1,000,000 in principal amount, by wire transfer in immediately available funds at an account maintained in the United States at such wire address as such Owner shall specify in its written notice; except, in each case, that, if and to the extent that there shall be a default in the

payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Owner in whose name any such Bonds are registered at the close of business on the fifth to last Business Day next preceding the date of payment of such defaulted interest.

The Bonds are authorized to be issued pursuant to Act, as defined in the Indenture. The Bonds are limited obligations of the County 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. Proceeds from the sale of the Bonds will be loaned by the County to Richmond Nevin Associates, a California Limited Partnership (the "Borrower") under the terms of a Financing Agreement, dated as of December 1, 2017 (the "Agreement"), among the County, the Borrower and the Trustee. The Bonds are all issued under and secured by and entitled to the benefits of an Indenture of Trust, dated as of December 1, 2017 (the "Indenture") between the County and the Trustee.

This Bond is one of a duly authorized issue of bonds of the County designated as the "County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B1", limited in aggregate principal amount of \$20,000,000 (the "Bonds"). Reference is hereby made to the Indenture and all indentures supplemental thereto for a description of the rights thereunder of the registered owners of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights and obligations of the County thereunder, to all of the provisions of the Indenture and of the Agreement the owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds are issued simultaneously with (a) the funding of the County's note designated as Limited Obligation Multifamily Housing Revenue Note (Twenty One and Twenty Three Nevin Apartments), Series 2017B (the "Governmental Lender Note" and, together with the related documents, as described more fully in the Indenture, the "Senior Obligations") pursuant to that certain Funding Loan Agreement, dated as of December 1, 2017, between the County, as Governmental Lender thereunder, and Citibank, N.A., as Funding Lender thereunder, and (b) the issuance of the County's Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B2 (the "B-B2 Bonds") pursuant to an Indenture of Trust, dated as of December 1, 2017, by and between the County and the Trustee, in its capacity as trustee for the B-B2 Bonds. As set forth in the Indenture, the Bonds are subordinate in all respects to the Senior Obligations.

THE BONDS ARE LIMITED OBLIGATIONS OF THE COUNTY, PAYABLE SOLELY FROM THE REVENUES AND THE TRUST ESTATE PLEDGED AND ASSIGNED UNDER THE INDENTURE. NEITHER THE COUNTY, NOR THE STATE OF CALIFORNIA (THE "STATE") OR ANY POLITICAL SUBDIVISION THEREOF (EXCEPT THE COUNTY, TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE), NOR ANY PUBLIC AGENCY SHALL IN ANY EVENT BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM (IF ANY) OR INTEREST ON THE BONDS OR FOR THE PERFORMANCE OF ANY PLEDGE, OBLIGATION OR AGREEMENT OF ANY KIND WHATSOEVER EXCEPT AS SET FORTH IN THE INDENTURE, AND NONE OF THE BONDS OR ANY OF THE COUNTY'S AGREEMENTS OR OBLIGATIONS SHALL BE CONSTRUED TO CONSTITUTE AN INDEBTEDNESS OF OR A PLEDGE OF THE FAITH AND CREDIT OF OR A LOAN OF THE CREDIT OF OR A MORAL OBLIGATION OF ANY OF THE FOREGOING WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER.

All capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

The Bonds are issuable as fully registered bonds without coupons in denominations of \$250,000 or any dollar amount in excess thereof (herein "Authorized Denominations"). Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, Bonds may be exchanged at the Principal Trust Office of the Trustee, for a like aggregate principal amount of Bonds of other Authorized Denominations.

The Bonds may only be held by, or transferred to, an Accredited Investor or an Approved Institutional Buyer executing and delivering an Investor Letter in the form attached as Exhibit B to the Indenture.

This Bond is transferable by the registered owner hereof, in person, or by its attorney duly authorized in writing, at the Principal Trust Office of the Trustee, but only in the manner, subject to the limitations 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 or Bonds, in an Authorized Denomination or Denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefore, subject to the provisions of the Indenture described in the preceding paragraph. The County, the Trustee and the Bond Registrar may treat the registered owner hereof as the absolute owner hereof for all purposes, and the County, the Trustee and the Bond Registrar shall not be affected by any notice to the contrary.

Interest on the Bonds

Interest Payment Date has the meaning set forth in the Indenture.

Record Date means the 15th day of the month prior to an Interest Payment Date.

Redemption of Bonds

The Bonds are subject to optional, mandatory and extraordinary redemption as set forth in the Indenture.

General Matters

The owner of this Bond shall have no right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon the Indenture, except as provided in the Indenture.

No recourse shall be had for the payment of the principal of, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained, against any past, present or future supervisor, officer, employee or agent of the County, or through the County, or any successor to the County, 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 supervisor, officer, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of any of the Bonds.

Amendments Permitted

The Indenture contains provisions permitting the County and the Trustee to execute supplemental indentures with the written consent of the Bondholder Representative and the Owners of more than fifty-one percent (51%) in aggregate principal amount of Bonds at the time Outstanding, subject to certain conditions as set forth in the Indenture.

The Indenture also contains provisions permitting the County and the Trustee to execute supplemental indentures, without consent of the Owners of the Bonds, subject to certain conditions as set forth in the Indenture.

The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of transfer and exchange of Bonds and of payment of the principal of and interest on the Bonds as the same become due and payable, including a provision that under certain circumstances the Bonds shall be deemed to be paid if certain securities, as defined therein, maturing as to principal and interest in such amounts and at such times as to ensure the availability of sufficient moneys to pay the principal of, and interest on the Bonds and all necessary and proper fees, compensation and expenses of the Trustee shall have been deposited with the Trustee.

No member of the Board of Supervisors or officer of the County, nor any Person executing this Bond, shall in any event be subject to any personal liability or accountability by reason of the issuance of the Bonds.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in 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.

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 signed by the Bond Registrar.

In the event of any inconsistency between the provisions of this Bond and the provisions of the Indenture, the provisions of the Indenture shall control.

IN WITNESS WHEREOF, the COUNTY OF CONTRA COSTA, CALIFORNIA, has caused this Bond to be duly executed by the manual or facsimile signature of the Chair of its Board of Supervisors all as of the Dated Date set forth above.

COUNTY OF CONTRA COSTA,
CALIFORNIA

By: _____
Federal D. Glover,
Chair of the Board of Supervisors

FORM OF CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued under the provisions of and described in the within mentioned Indenture.

Date of Authentication: _____

WILMINGTON TRUST, NATIONAL
ASSOCIATION

By: _____
Authorized Signer

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Please insert Social Security Number or other identifying number of assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney
to transfer the within Bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a
eligible guarantor.

NOTICE: The Signature to this assignment must
correspond with the name as it appears
upon the face of the within Bond in every
particular, without alteration or
enlargement or any change whatever.

EXHIBIT B

FORM OF INVESTOR LETTER
[To be prepared on letterhead of Purchaser]

[Date]

County of Contra Costa
651 Pine Street
Martinez, California 94553

Wilmington Trust, National Association
650 Town Center Drive, Suite 600
Costa Mesa, California 92626-7121

Re: County of Contra Costa Limited Obligation Multifamily Housing Revenue
Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series
2017B-B1

Ladies and Gentlemen:

The undersigned (the "Investor") hereby acknowledges receipt, [as transferee from the previous owner thereof,] of the above-referenced bonds (the "Bonds"), dated _____ and bearing interest from the date thereof, in fully registered form and in the aggregate principal amount of \$_____, constituting [all of] the Bonds currently outstanding.

The undersigned acknowledges that the Bonds were issued for the purpose of making a mortgage loan to Richmond Nevin Associates, a California Limited Partnership (the "Developer") to assist in the financing of the acquisition and construction of a certain multifamily rental housing development located in the City of Richmond, California (the "Project"), as more particularly described in that certain Indenture of Trust, dated as of December 1, 2017 (the "Indenture"), by and between the County of Contra Costa, California (the "County") and Wilmington Trust, National Association, as Trustee, which Indenture creates a security interest in Revenues for the benefit of the owners of the Bonds.

In connection with the sale of the Bonds to the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with its purchase of the Bonds.

2. The Investor is an Accredited Investor or an Approved Institutional Buyer (each as defined in the Indenture), and has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to, and is able to, evaluate the risks and merits of the investment represented by the Bonds.

3. The Bonds are being acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds for its own account and for an indefinite period of

time, and does not intend at this time to dispose of all or any part of the Bonds. The Investor 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.

4. The Investor understands that the Bonds are not registered under any federal or State of California securities law and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service and (d) will be delivered in a form which may not be readily marketable.

5. The Investor understands that (a) the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the County or the State of California or any political subdivision thereof, (b) the Bonds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the County, or the State of California or any political subdivision thereof; and (c) the liability of the County with respect to the Bonds is limited to the Revenues as set forth in the Indenture.

6. The Investor acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information to which a reasonable investor would attach significance in making investment decisions with respect to the Bonds, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Borrower, the Project and the Bonds and the security therefor so that, as a reasonable investor, the Investor has been able to make its decision to purchase the Bonds. The Investor acknowledges that it has not relied upon the County for any information in connection with the Investor's purchase of the Bonds.

7. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor, and other material factors affecting the security and payment of the Bonds. The Investor is aware that the business of the Borrower involves certain economic variables and risks that could adversely affect the security for the Bonds.

8. The Investor acknowledges that it has the right to sell and transfer the Bonds, subject to the delivery to the Trustee of an investor's letter from the transferee to the same effect as this Investor's Letter, with no revisions except as may be approved in writing by the County, and subject to the other requirements of the Indenture. Failure to deliver such investor's letter shall cause the purported transfer to be null and void. The Investor agrees to indemnify and hold harmless the County with respect to any claim asserted against the County that is based upon our sale, transfer or other disposition of the Bonds in violation of the provisions of the Indenture.

Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Indenture.

Very truly yours,

[NAME OF INVESTOR]

By: _____

Name: _____

Title: _____

EXHIBIT C

LOAN FUND REQUISITION

Wilmington Trust, National Association, as Trustee

Re: County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B1.

You are requested to disburse funds from the Loan Fund pursuant to Section 4.02 of the Indenture in the amount(s), to the person(s) and for the purpose(s) set forth in this requisition (the "Requisition"). The terms used in this requisition shall have the meaning given to those terms in the Indenture of Trust (the "Indenture"), dated as of December 1, 2017, by and between the County of Contra Costa, California, and Wilmington Trust, National Association, as trustee, securing the above referenced Bonds.

REQUISITION NO.:

PAYMENT DUE TO:

AMOUNT(S) TO BE DISBURSED: \$_____ from the Loan Fund

The undersigned Borrower hereby represents and warrants that the following information and certifications provided in connection with this Requisition are true and correct as of the date hereof:

1. Purposes for which disbursement is requested are specified in the attached Schedule.

2. Party or parties to whom the disbursements shall be made are specified in the attached Schedule (may be the undersigned in the case of reimbursement for advances and payments made or cost incurred for work done by the undersigned); provided, that no reimbursement shall be made for advances and payments made prior to [_____, 20__]).

3. The undersigned certifies that:

(a) the disbursement requested pursuant to this Requisition will be used solely to pay a cost or costs allowable under the Indenture;

(b) none of the items for which disbursement is requested pursuant to this Requisition has formed the basis for any disbursement previously made from the Loan Fund and all such items have been properly recorded in Borrower's books and are set forth on the Schedule attached hereto, along with paid invoices attached for any sum for which reimbursement is requested and invoices or bills of sales for all other items;

(c) all labor and materials for which disbursements have been requested have been incorporated into the Project in accordance with reasonable and standard building practices;

(d) the materials, supplies and equipment furnished or installed for the improvements are not subject to any lien or security interest or that the funds to be

disbursed pursuant to this Requisition are to be used to satisfy any such lien or security interest;

(e) all of the funds being requisitioned are being used in compliance with all tax covenants set forth in the Indenture, the Financing Agreement and the Tax Certificate, including that none of the proceeds of the Bonds (including investment earnings thereon) will be used to provide an airplane, a skybox or any other private luxury box, any facility primarily used for gambling, health club facility or any store the principal business of which is the sale of alcoholic beverages for consumption off premises;

(f) Not less than 97% of the sum of:

(A) the amounts requisitioned by this Requisition; plus

(B) all amounts previously requisitioned and disbursed from the Loan Fund;

have been or will be applied by Borrower to pay the Costs of the Project;

(g) the Borrower is not in default (and the funding of this Requisition will not cause Borrower to be in default) under the Financing Agreement or any Loan Documents to which it is a party and nothing has occurred to the knowledge of Borrower that would prevent the performance of its obligations under such documents;

(h) no amounts being requisitioned hereby will be used to pay, or reimburse, any costs of issuance incurred in connection with the issuance of the Bonds or pay debt service with respect to the Loan; and

(i) Funds deposited with Borrower for further disbursement to third parties shall be paid to such third parties by check dated the date of such deposit and Borrower reasonably expects such funds will be disbursed from its account within five Business Days of such deposit.

IN WITNESS WHEREOF, the undersigned has executed this Requisition as of the day and date first above written.

RICHMOND NEVIN ASSOCIATES, A
CALIFORNIA LIMITED PARTNERSHIP

By: TPC Holdings VI, LLC,
an Idaho limited liability company
Its: Administrative General Partner

By: _____
Caleb Roope,
Manager

By: Central Valley Coalition for Affordable
Housing, a California nonprofit public
benefit corporation
Its: Managing General Partner

By: _____
Christina Alley,
Chief Executive Officer

[Signature page – Requisition - Twenty One and Twenty Three Nevin Apartments 2017B-B1]

CONSENTED TO BY:
Citibank, N.A., a national banking
association as Funding Lender

By: _____
Name:
Title:

[Signature page – Requisition - Twenty One and Twenty Three Nevin Apartments 2017B-B1]

INDENTURE OF TRUST

between the

COUNTY OF CONTRA COSTA, CALIFORNIA

and

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee**

dated as of December 1, 2017

**relating to:
\$25,000,000
County of Contra Costa
Limited Obligation Multifamily Housing Revenue
Subordinate Bonds
(Twenty One and Twenty Three Nevin Apartments),
Series 2017B-B2**

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, made and entered into as of December 1, 2017, by and between the COUNTY OF CONTRA COSTA, CALIFORNIA (the "County"), a political subdivision and body corporate and politic of the State of California (the "State"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association organized and existing under and by virtue of the laws of the United States of America, with a corporate trust office in Costa Mesa, California, and being qualified to accept and administer the trusts hereby created (together with any successor trustee hereunder and their respective successors and assigns, the "Trustee").

RECITALS:

WHEREAS, the County is authorized under the provisions of Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code, as amended (the "Act"), to finance multifamily rental housing by issuing its revenue bonds to provide funds for the cost of the acquisition, construction and permanent financing thereof; and

WHEREAS, pursuant to the Act and this Indenture, the County proposes to finance the acquisition and construction of a 271-unit multifamily rental housing development to be located within the City of Richmond, California currently known as Twenty One and Twenty Three Nevin Apartments (as more particularly described herein, the "Project"); and

WHEREAS, pursuant to and in accordance with the Act, the County has authorized the issuance of its revenue bonds designated "County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B2," in the aggregate maximum principal amount of \$25,000,000 (the "Bonds") pursuant to this Indenture in order to provide a portion of the funds necessary to finance the Project and to refund certain other bonds issued by the County to finance the Project; and

WHEREAS, the County has duly entered into a Financing Agreement of even date herewith (the "Financing Agreement") with Richmond Nevin Associates, a California Limited Partnership (the "Borrower") and the Trustee specifying the terms and conditions under which it will issue the Bonds and use the proceeds of the sale thereof to make a mortgage loan in the principal amount of not to exceed \$25,000,000 (the "Loan"), to the Borrower for the financing, and refinancing, of the Project, evidenced by a Note (the "Note"), which Note will be endorsed by the County, without recourse, to the Trustee pursuant to this Indenture; and

WHEREAS, to secure the Borrower's obligations under the Note and the Financing Agreement, the Borrower will execute and deliver to the County a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of even date herewith (the "Mortgage") with respect to the Project, which Mortgage will be assigned to the Trustee; and

WHEREAS, simultaneously with the issuance of the Bonds, the County is delivering its County of Contra Costa Limited Obligation Multifamily Housing Revenue Note (Twenty One and Twenty Three Nevin Apartments), Series 2017B (the "Governmental Lender Note") pursuant to that certain Funding Loan Agreement, dated as of the date hereof (the "Funding Loan Agreement"), between the County, as Governmental Lender thereunder, and Citibank, N.A., as Funding Lender thereunder (the "Funding Lender"), the proceeds of which will be loaned (the "Borrower Loan") to the Borrower pursuant to a Borrower Loan Agreement of even

date herewith (the "Borrower Loan Agreement") by and between the County and the Borrower; and

WHEREAS, simultaneously with the issuance of the Bonds, the County is issuing its Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B1 (the "B-B1 Bonds") pursuant to an Indenture of Trust of even date herewith (the "B-B1 Indenture") by and between the County and the Trustee, in its capacity as trustee for the B-B1 Bonds (the "B-B1 Trustee"), the proceeds of which will be loaned (the "B-B2 Loan") to the Borrower pursuant to a Financing Agreement of even date herewith (the "B-B1 Financing Agreement") by and among the County, the Trustee and the Borrower; and

WHEREAS, as set forth more fully herein, the Loan and all obligations of the Borrower under the Financing Agreement will be subordinate in right of payment and security to the Borrower Loan and the obligations of the Borrower under the Borrower Loan Agreement, and senior in right of payment and security to the B-B1 Loan and the obligations of the Borrower under the B-B1 Financing Agreement; and

WHEREAS, 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 thereon, the County has authorized the execution and delivery of this Indenture; and

WHEREAS, the County has determined that all acts and proceedings required by law necessary to make the Bonds, when executed by the County, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal limited obligations of the County, 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; and

WHEREAS, the Trustee has trust powers and the power and authority to enter into this Indenture and to accept and execute the trusts created by this Indenture, the Trustee has accepted the trusts so created and, to evidence such acceptance, the Trustee has joined with the County in the execution of this Indenture.

A G R E E M E N T :

NOW, THEREFORE, the County, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the holders and owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, to secure the payment of the principal of, and interest on the Bonds according to their tenor and effect, and the performance and observance by the County of all the covenants expressed or implied herein and in the Bonds, does hereby grant, bargain, sell, convey, pledge and assign a security interest, unto the Trustee, and its successors in trust and its and their assigns in and to the following (said property being herein referred to as the "Trust Estate"), to wit:

GRANTING CLAUSE FIRST

All right, title and interest of the County in and to all Revenues.

GRANTING CLAUSE SECOND

All right, title and interest of the County in and to the Financing Agreement, the Note and the Mortgage (other than the Unassigned Rights), including all extensions and renewals of the terms thereof, if any, including, but without limiting the generality of the foregoing, the present and continuing right to receive, receipt for, collect or make claim for any of the money, income, revenues, issues, profits and other amounts payable or receivable thereunder, whether payable under the above referenced documents or otherwise, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the County or any other Person is or may become entitled to do under said documents.

GRANTING CLAUSE THIRD

Except for funds, money or securities in the Rebate Fund, all funds, money and securities and any and all other rights and interests in property whether tangible or intangible from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the County or by anyone on its behalf or with its written consent to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors in said trust and to them and their assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all Holders of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to lien or otherwise of any of the Bonds over any of the other Bonds, except as set forth in this Indenture;

PROVIDED, HOWEVER, that if the County or its successors or assigns shall pay or cause to be paid to the Holders of the Bonds the principal and interest, to become due thereon at the times and in the manner provided in Article IX hereof, and if the County shall keep, perform and observe, or cause to be kept, performed and observed, all of its covenants, warranties and agreements contained herein, then these presents and the estate and rights hereby granted shall, at the option of the County, cease, terminate and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the County such instruments in writing as shall be requisite to satisfy the lien hereof, and, subject to the provisions of Sections 4.09 and 4.11 hereof and Article IX hereof, reconvey to the County the estate hereby conveyed, and assign and deliver to the County any property at the time subject to the lien of this Indenture which may then be in its possession, except for the Rebate Fund; otherwise this Indenture to be and remain in full force and effect and upon the trusts and subject to the covenants and conditions hereinafter set forth.

AND IT IS HEREBY COVENANTED AND AGREED by and between the parties hereto, that the terms and provisions upon which the Bonds are to be issued, executed, authenticated, delivered and secured, and the trusts and conditions upon which the Trust Estate is to be held and disposed of, which said trusts and conditions the said Trustee hereby accepts and agrees to discharge, are as follows (except that in the performance of the agreements of the County herein contained, any obligation it may thereby incur for the payment of money shall not be a general obligation of the County nor a debt or pledge of the faith and credit of the County or the State, but shall be payable solely from the Revenues and funds pledged for its payment in accordance with this Indenture):

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. The capitalized terms used in this Indenture (except as herein otherwise expressly provided herein or unless the context otherwise requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings specified below:

“Accredited Investor” shall mean an “accredited investor” as such term is defined in 17 C.F.R. §230.501.

“Act” means Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code, as now in effect and as it may from time to time hereafter be amended and supplemented.

“Additional Payments” means amounts payable by the Borrower as described in Section 4.3 of the Financing Agreement.

“Authorized Amount” shall mean \$25,000,000, the principal amount of Bonds authorized to be issued under this Indenture. The Bonds will be issued as draw-down Bonds in accordance with Section 2.01(g).

“Authorized Denomination” means \$250,000, or any integral multiple of \$0.01 in excess thereof, except that one Bond may be in a principal amount equal to the then Outstanding principal amount of the Bonds.

“Authorized Officer” means (a) when used with respect to the County, a Designated Officer, (b) when used with respect to the Borrower, any general partner of the Borrower and such additional Person or Persons, if any, duly designated by the Borrower in writing to act on its behalf, and (c) when used with respect to the Trustee, any authorized signatory of the Trustee, or any Person who is authorized in writing to take the action in question on behalf of the Trustee.

“Approved Institutional Buyer” means a “qualified institutional buyer” within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended.

“Available Cash Flow” has the meaning set forth in the Note.

“B-B1 Bond Documents” means (i) the B-B1 Indenture, (ii) the B-B1 Financing Agreement, (iii) the Regulatory Agreement, (iv) the Tax Certificate, and (v) all other documents evidencing, securing, governing or otherwise pertaining to the B-B1 Bonds, and (vi) all amendments, modifications, renewals and substitutions of any of the foregoing.

“B-B1 Bondholder Representative” has the same meaning given to the term “Bondholder Representative.”

“B-B1 Bonds” shall have the meaning given to that term in the Recitals hereto.

“B-B1 Indenture” has the meaning given to that term in the Recitals to this Indenture.

“B-B1 Loan” means the Loan of the proceeds of the B-B1 Bonds, as evidenced by the B-B1 Note.

“B-B1 Loan Documents” shall mean the B-B1 Financing Agreement, the B-B1 Note, the B-B1 Mortgage, all other documents or agreements evidencing or relating to the B-B1 Loan, and all amendments, modifications, renewals and substitutions of any of the foregoing.

“B-B1 Mortgage” has the meaning given to the term “Mortgage” in the B-B1 Indenture.

“B-B1 Note” means the Note dated the Closing Date from the Borrower, including all riders and addenda thereto, evidencing the Borrower’s obligation to repay the B-B1 Loan, as the same may be amended, supplemented or restated from time to time, which Note will be delivered to the County and endorsed without recourse by the County to the Trustee.

“B-B1 Trustee” has the meaning given to that term in the Recitals to this Indenture.

“Bond Counsel” means (a) Quint & Thimmig LLP, or (b) any other firm of attorneys selected by the County that is experienced in matters relating to the issuance of obligations by states and their political subdivisions that is listed as municipal bond attorneys in The Bond Buyer’s Municipal Marketplace.

“Bond Documents” means (a) this Indenture, (b) the Financing Agreement, (c) the Regulatory Agreement, (d) the Tax Certificate, (e) all other documents evidencing, securing, governing or otherwise pertaining to the Bonds, and (f) all amendments, modifications, renewals and substitutions of any of the foregoing.

“Bond Fund” means the Bond Fund established by the Trustee pursuant to Section 4.01 hereof.

“Bond Purchase Agreement” means the Bond Purchase Agreement dated as of December __, 2017 among the County, the Borrower and the Bond Purchaser, and acknowledged by the Trustee in connection with the Bonds.

“Bond Purchaser” shall mean Bonneville Affordable Housing Capital LLC, a California limited liability company.

“Bond Rate” means the interest rate on the Bonds set forth in Section 2.01(d).

“Bond Register” means the books or other records maintained by the Bond Registrar pursuant to Section 2.07 setting forth the registered Holders from time to time of the Bonds.

“Bond Registrar” means the Trustee acting as such, and any other bond registrar appointed pursuant to this Indenture.

“Bond Resolution” means the resolution adopted by the County authorizing the issuance of the Bonds.

“Bond Year” means, with respect to an issue of Bonds, each one-year period that ends at the close of business on the day in the calendar year that is selected by Borrower as described in the Tax Certificate. The first and last Bond Years may be short periods. If no day is selected by Borrower before the earlier of the final maturity of the Bonds or the date that is five years after the Closing Date, each Bond Year shall be deemed to end on each anniversary of the Closing Date and on the Maturity Date.

“Bondholder” or “Holder” or “Owner” means any Person who shall be the registered owner of any Outstanding Bond or Bonds.

“Bondholder Representative” means any Person appointed to such position by written instrument signed by 100% of the Holders of the Outstanding Bonds. If there is no appointed Bondholder Representative, the Holder of a majority in principal amount of the Outstanding Bonds shall be deemed to be the Bondholder Representative. The initial Bondholder Representative is Bonneville Affordable Housing Capital LLC, a California limited liability company.

“Bonds” means the County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B2 issued pursuant to the provisions of this Indenture.

“Borrower” means Richmond Nevin Associates, a California Limited Partnership, a limited partnership duly organized and existing under the laws of the State of California, or any of its permitted successors or assigns as owner of the Project.

“Business Day” means any day other than (a) a Saturday, (b) a Sunday, (c) a day on which the Federal Reserve Bank of New York is authorized or obligated by law or executive order to remain closed, (d) a day on which the Principal Office of the Trustee is closed, or (e) a day on which (i) banking institutions in the City of New York or in the city in which the Principal Office of the Trustee or the Bondholder Representative is located are authorized or obligated by law or executive order to be closed or (ii) the New York Stock Exchange is closed.

“Certificate of the County” and “Request of the County” mean, respectively, a written certificate or request signed in the name of the County by a Designated Officer. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

“Closing Date” means December 20, 2017, the date of issuance of the Bonds.

“Code” means the Internal Revenue Code of 1986 and the Regulations promulgated thereunder.

“County” means the County of Contra Costa, California.

“Cost,” “Costs” or “Costs of the Project” each have the meaning given to the term “Qualified Project Costs” in the Regulatory Agreement.

“Designated Officer” means the County’s Chair, Vice Chair, County Administrator, Director of the Department of Conservation and Development, Assistant Deputy Director of the Department of Conservation and Development or Community

Development Bond Program Manager, and/or person or persons designated to act on behalf of the County by a certificate filed with the Bondholder Representative, the Borrower and the Trustee containing the specimen signatures of such person or persons and signed on behalf of the County by a Designated Officer. Such certificate may designate an alternate or alternates, each of whom shall be a Designated Officer.

“Draw Down Date” means and refers to each date upon which an Owner is required to purchase a portion of the Bonds in accordance with and as more particularly set forth in the Draw Schedule.

“Draw Schedule” means the schedule of installment purchase payments of the Bonds in the form attached hereto as Exhibit D, as the same may be amended from time to time in accordance with Section 2.01(g) hereof.

“Electronic Notice” means delivery of notice in a Word format or a Portable Document Format (PDF) by electronic mail to any electronic mail addresses listed in Section 11.05(a) hereof; provided, that if a sender receives notice that the electronic mail is undeliverable, notice must be sent as otherwise required by Section 11.05 hereof.

“Event of Default” means any of those events specified as such in Section 6.01 hereof.

“Extraordinary Services” means and includes, but not by way of limitation, services, actions and things carried out and all expenses incurred by the Trustee in respect of or to prevent default under this Indenture or the Loan Documents, including any reasonable attorneys’ or agents’ fees and expenses and other litigation costs that are entitled to reimbursement under the terms of the Financing Agreement, and other actions taken and carried out by the Trustee which are not expressly set forth in this Indenture or the Loan Documents.

“Fair Market Value” shall mean 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 Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (d) any commingled investment fund in which the County and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment. To the extent required by the Regulations, the term “investment” will include a hedge.

“Financing Agreement” means the Financing Agreement dated as of the date hereof among the Borrower, the County and the Trustee pursuant to which the Loan is being made, as such Financing Agreement may from time to time be amended or supplemented.

“Funding Lender” has the meaning given to that term in the Recitals to this Indenture.

“Funding Loan Agreement” has the meaning given to that term in the Recitals to this Indenture.

“Government Obligations” means investments meeting the requirements of clauses (a) or (b) of the definition of “Qualified Investments” herein.

“Governmental Lender Note” has the meaning given to that term in the Recitals to this Indenture.

“Governmental Lender Note Documents” shall have the meaning given to the term “Funding Loan Documents” in the Funding Loan Agreement.

“Indenture” means this Indenture of Trust, as the same may be amended, modified or supplemented from time to time.

“Initial Bond Purchase Amount” means and refers to the initial purchase of Bonds by the Owners on the Closing Date in the amount of \$5,000,000.

“Intercreditor Agreement” shall mean the Intercreditor Agreement, dated as of the date hereof, among the Trustee, the B-B2 Trustee, the Bondholder Representative, the B-B2 Bondholder Representative, the Funding Lender and the Borrower, as it may from time to time be supplemented, modified or amended by one or more amendments or other instruments supplemental thereto entered into pursuant to the applicable provisions thereof.

“Interest Payment Date” means February 1, May 1, August 1 and November 1 of each year, commencing on February 1, 2018.

“Investor Letter” means a letter in the form attached as Exhibit B hereto, or in such other form as the County in its discretion may approve.

“Loan” means the loan made by the County to the Borrower in the maximum aggregate principal amount of up to \$25,000,000 pursuant to the Financing Agreement.

“Loan Documents” means, collectively, the Financing Agreement, the Note, the Mortgage and all other documents securing the Loan.

“Mortgage” means the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof, together with all riders and addenda thereto, granting a third priority mortgage and security interest in the Project to the County to secure the repayment of the Loan which Mortgage has been assigned without recourse by the County to the Trustee as the same may be amended, supplemented or restated.

“Maturity Date” means _____ 1, ____.

“Net Proceeds” when used with respect to any insurance proceeds or condemnation award with respect to the Project, shall mean the amount remaining after

deducting from the gross proceeds thereof all expenses (including attorneys' fees) incurred in the collection of such proceeds or award.

"Note" means the Note in the form of Exhibit A to the Financing Agreement, dated the Closing Date from the Borrower, including all riders and addenda thereto, evidencing the Borrower's obligation to repay the Loan, as the same may be amended, supplemented or restated from time to time, which Note will be delivered to the County and endorsed without recourse by the County to the Trustee.

"Outstanding" when used with respect to the Bonds or "Bonds Outstanding" means, as of any date, all Bonds that have been duly authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds surrendered and replaced upon exchange or transfer, or cancelled because of payment or redemption, at or prior to such date;

(b) Bonds for the payment, redemption or purchase for cancellation of which sufficient money has been deposited prior to such date with the Trustee (whether upon or prior to the maturity, amortization or redemption date of any such Bonds), or which are deemed to have been paid and discharged pursuant to the provisions of Section 9.01 hereof; provided that if such Bonds are to be redeemed prior to the maturity thereof, other than by scheduled amortization, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee;

(c) Bonds authorized but not yet drawn-down and delivered to the Bond Purchaser; and

(d) Bonds in lieu of which others have been authenticated (or payment, when due, of which is made without replacement) under Section 2.06 hereof.

"Paying Agent" means the Trustee, pursuant to Section 11.07 hereof, or any successor appointed pursuant to Section 7.13.

"Person" means an individual, a corporation, a partnership, an association, a joint stock company, a joint venture, a trust, an unincorporated association, a limited liability company or a government or any agency or political subdivision thereof, or any other organization or entity (whether governmental or private).

"Principal Office of the Trustee" means the office of the Trustee referenced in Section 11.05(a) hereof, or such other office or offices as the Trustee may designate in writing from time to time, or the office of any successor Trustee where it principally conducts its business of serving as trustee under indentures pursuant to which municipal or governmental obligations are issued.

"Project" means, collectively, the land and residential rental apartment units, and related fixtures, equipment, furnishings and site improvements currently known as Twenty One and Twenty Three Nevin Apartments located in Richmond, California, including the real estate described in the Mortgage.

“Qualified Investments” means any of the following if and to the extent permitted by law, but only to the extent that the same are acquired at Fair Market Value: (a) direct and general obligations of the United States of America; (b) obligations of any agency or instrumentality of the United States of America the payment of the principal of and interest on which are unconditionally guaranteed by the full faith and credit of the United States of America; (c) senior debt obligations of Freddie Mac; (d) senior debt obligations of Fannie Mae; (e) demand deposits or time deposits with, or certificates of deposit issued by, the Trustee or its affiliates or any bank organized under the laws of the United States of America or any state or the District of Columbia which has combined capital, surplus and undivided profits of not less than \$50,000,000; provided that the Trustee or such other institution has been rated at least “VMIG 1”/“A-2+” by Moody’s/S&P or which deposits or certificates are fully insured by the Federal Deposit Insurance Corporation or collateralized pursuant to the requirements of the Office of the Comptroller of the Currency; (f) investment agreements with Freddie Mac or a bank or any insurance company or other financial institution which has a rating assigned by Moody’s/S&P to its outstanding long term unsecured debt which is the highest rating (as defined below) for long term unsecured debt obligations assigned by Moody’s/S&P, and which are approved by the Bondholder Representative; or (g) any other investments approved in writing by the Bondholder Representative. For purposes of this definition, the “highest rating” shall mean a rating of at least “VMIG 1”/“A-1+” for obligations with less than one year maturity; at least “Aaa”/“VMIG 1”/“AAA”/“A-1+” for obligations with a maturity of one year or greater but less than three years; and at least “Aaa”/“AAA” for obligations with a maturity of three years or greater. Qualified Investments must be limited to instruments that have a predetermined fixed dollar amount of principal due at maturity that cannot vary or change and interest, if tied to an index, shall be tied to a single interest rate index plus a single fixed spread, if any, and move proportionately with such index.

“Rebate Analyst” means a certified public accountant, financial analyst or bond counsel, or any firm of the foregoing, or financial institution (which may include the Trustee) experienced in making the arbitrage and rebate calculations required pursuant to Section 148 of the Code, selected and retained by the Borrower at the expense of the Borrower to make the computations required under Section 4.13 this Indenture, Section 2.04 of the Financing Agreement, and Section 2(r) of the Regulatory Agreement.

“Rebate Fund” means the Rebate Fund established by the Trustee pursuant to Section 4.01 hereof.

“Record Date” means the 15th day of the month preceding the month in which any Interest Payment Date falls.

“Redemption Fund” means the Redemption Fund established by the Trustee pursuant to Section 4.01 hereof.

“Regulations” shall mean with respect to the Code, the relevant U.S. Treasury regulations and proposed regulations thereunder or any relevant successor provision to such regulations and proposed regulations.

“Regulatory Agreement” means the Regulatory Agreement and Declaration of Restrictive Covenants dated as of December 1, 2017 between the County and the Borrower with respect to the Project.

“Requisition” means, with respect to the Loan Fund, the requisition in the form of EXHIBIT C to this Indenture required to be submitted in connection with disbursements from the Loan Fund.

“Responsible Officer” means any officer of the Trustee employed within or otherwise having regular responsibility in connection with the corporate trust department of the Trustee and the trusts created hereunder.

“Revenue Fund” means the Revenue Fund established by the Trustee pursuant to Section 4.01 hereof.

“Revenues” means (a) all payments made from 20% of Available Cash Flow, with respect to the Loan pursuant to the Financing Agreement, the Note or the Mortgage, including all casualty or other insurance benefits and condemnation awards paid in connection therewith, up to and until the redemption or defeasance of the B-B1 Bonds, and thereafter 100% of Available Cash Flow, with respect to the Loan pursuant to the Financing Agreement, the Note or the Mortgage, including all casualty or other insurance benefits and condemnation awards paid in connection therewith and (b) all money and securities held by the Trustee in the funds and accounts established pursuant to this Indenture (excluding money or securities in the Rebate Fund), together with all investment earnings thereon.

“Senior Loan” shall have the meaning given to the term “Funding Loan” in the Funding Loan Agreement.

“Senior Loan Documents” shall have the meaning given to the term “Borrower Loan Documents” in the Funding Loan Agreement, and also shall include the Subordination Agreement.

“Senior Obligations” means and includes, collectively, and without limitation, all debt service payments (including, but not limited to, interest and principal, whether at maturity or by mandatory sinking fund payments, redemption, acceleration or otherwise) on the Governmental Lender Note, the Senior Loan, and all other payment obligations of the Borrower under the Senior Transaction Documents.

“Senior Security Instrument” shall have the meaning given to the term “Senior Security Instrument” in the Funding Loan Agreement.

“Senior Transaction Documents” means the Governmental Lender Note Documents and the Senior Loan Documents.

“Series B-B1 Repayment Account” means the Series B-B1 Repayment Account of the Loan Fund established by the Trustee pursuant to Section 2.10 hereof.

“State” means the State of California.

“Subordination Agreement” means, together, (a) the Subordination Agreement, dated as of the date hereof, by and among the Funding Lender, the Trustee and the Borrower, and (b) the Subordination Agreement, dated as of the date hereof, by and among the B-B1 Trustee, the Trustee and the Borrower, as the same may be amended, modified or supplemented from time to time.

“Tax Certificate” shall mean the Certificate as to Arbitrage (and Tax Compliance Procedures), dated the Closing Date, executed and delivered by the County and the Borrower, together with the Certificate Regarding Use of Proceeds, dated the Closing Date, executed and delivered by the Borrower.

“Trustee” means Wilmington Trust, National Association and its successors as Trustee pursuant to Section 7.11 hereof.

“Trust Estate” shall have the meaning given to that term in the Granting Clauses.

“Unassigned Rights” means all of the rights of the County and, as applicable, its supervisors, officers, attorneys, accountants, employees, agents and consultants to (a) reimbursement and payment of fees, costs and expenses under Sections 4.2(a)(i) and (iii), 4.3(a), (c) and (d) and 5.8 of the Financing Agreement and Section 4A(d) of the Regulatory Agreement, (b) access to the Project and the Borrower’s records under Section 5.11 of the Financing Agreement, (c) indemnification under Section 2.02 hereof, Section 6.1 of the Financing Agreement and Section 9 of the Regulatory Agreement, (d) receive notices, reports and other statements and its rights to consent to certain matters, including but not limited to its right to consent to amendments to this Indenture, the Financing Agreement and the Regulatory Agreement, and otherwise as provided in this Indenture and the Financing Agreement, (e) seek performance by the Borrower of its obligations under the Regulatory Agreement, (f) seek performance of, and enforce, various tax covenants as described in Sections 2.4, 2.5 and 4.3(e) of the Financing Agreement, and (g) attorney’s fees under Section 7.4 of the Financing Agreement.

Section 1.02 Interpretation. The words “hereof,” “herein,” “hereunder,” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as in effect from time to time. References to Articles, Sections, and other subdivisions of this Indenture are to the designated Articles, Sections and other subdivisions of this Indenture as originally executed. The headings of this Indenture are for convenience only and shall not define or limit the provisions hereof.

ARTICLE II

THE BONDS

Section 2.01 The Bonds.

(a) The Bonds are hereby authorized to be issued hereunder as revenue bonds of the County in the aggregate principal amount of \$25,000,000. The Bonds are hereby designated “County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B2.” The Bonds shall be fully registered as to principal and interest, without coupons, and shall be numbered by series, if any, in the manner and with any additional designation as the Trustee, as Bond Registrar, deems necessary for the purpose of identification. All of the Bonds are equally and ratably secured under this Indenture. Bonds issued on the Closing Date shall be dated such date; Bonds delivered after the Closing Date shall be dated the date they are authenticated by the Trustee. The Bonds shall be due and payable in full on the Maturity Date.

(b) The total principal amount of the Bonds that may be issued hereunder is hereby expressly limited to the Authorized Amount, provided that the amount of Bonds Outstanding at any time shall include only those Bonds for which the purchase price has been advanced from time to time by the Bond Purchaser. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The Bonds are being issued as drawdown Bonds as provided in Section 2.02(g).

(c) Interest on the Bonds shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Payment of the interest on the Bonds shall be made on each Interest Payment Date to the Persons appearing on the Bond Register as the Owners thereof on the applicable Record Date, such interest to be paid by the Paying Agent (i) to such Owners by check or draft mailed on the Interest Payment Date, to such Owners' addresses as they appear on the Bond Register or at such other address as has been furnished to the Bond Registrar as provided below in writing by an Owner not later than the Record Date, or (ii) upon written request, at least three Business Days prior to the applicable Record Date, to the Owner of Bonds aggregating not less than \$1,000,000 in principal amount, by wire transfer in immediately available funds at an account maintained in the United States at such wire address as such Owner shall specify in its written notice; except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Owners in whose names any such Bonds are registered at the close of business on the fifth to last Business Day next preceding the date of payment of such defaulted interest.

(d) The Bonds shall be issued in Authorized Denominations and shall bear interest payable on each Interest Payment Date at the rate of 5.0% per annum, compounded annually (the "Bond Rate"). Payment of the principal of and interest on the Bonds shall be payable on each Interest Payment Date, as to principal and interest, solely from available Revenues received by the Trustee pursuant to the provisions of the Note and the Financing Agreement; provided, however, such payments shall be first applied to the payment of the interest on the Bonds due and payable on such Interest Payment Date. Unpaid principal of and interest on the Bonds, and other overdue amounts under this Indenture, shall accrue interest at the Bond Rate.

(e) The Person in whose name any Bond is registered on the Record Date with respect to an Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) notwithstanding the cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; provided, however, that if and to the extent the County shall default in the payment of the interest due on any Interest Payment Date, such defaulted interest shall be paid as provided in Article VI and Section 2.01(d).

(f) No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds that may be issued hereunder, or in substitution for other Bonds pursuant to Section 2.06 hereof, is expressly limited to the Authorized Amount.

(g) Draw-down Bonds; Limitation to \$5,000,000 while B-B1 Bonds Remain Outstanding. The Bonds are being issued as draw-down Bonds. The Owners shall fund the purchase price of the Bonds from time to time, on specified Draw Down Dates in accordance with the Draw Schedule attached hereto as Exhibit D. Amounts funded in such manner shall be noted on the principal draw-down schedule attached to each Bond and acknowledged thereon by the Trustee. In lieu of notation on the Bonds by the Trustee of the principal amount funded with respect to the Bonds, the Trustee may record such information in the Bond recordkeeping

system maintained by the Trustee. Upon deposit by the Owners of each installment of the purchase price of each draw-down Bond and notation on the applicable Bond principal schedule by the Trustee, the aggregate amount of Bonds purchased shall be deemed Outstanding and shall begin to accrue interest.

Subject to (i) the prior written consent of the Funding Lender, and (ii) receipt by the Trustee, the County and the Bondholder Representative of an opinion of Bond Counsel substantially to the effect that a revised Draw Schedule will not, in and of itself, adversely affect any exclusion of interest on the Bonds from gross income for purposes of federal income taxation, the Borrower may provide to the Trustee a revised Draw Schedule for the Bonds.

Notwithstanding anything herein to the contrary, the aggregate purchase price of the Bonds funded by the Owners may not exceed \$5,000,000, and no additional amounts may be funded beyond such amount, unless such additional draws are applied, pursuant to a written direction signed by an Authorized Officer of the Borrower, to the concurrent redemption of a like amount of B-B1 Bonds.

Notwithstanding anything herein to the contrary, the aggregate purchase price of the Bonds funded by the Owners may not exceed the Authorized Amount and no additional amounts may be funded after the date which is three (3) years after the Closing Date unless there is delivered to the Trustee an Opinion of Bond Counsel substantially to the effect that such additional funding will not, in and of itself, adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

Section 2.02 Limited Obligations. The Bonds are limited obligations of the County, payable solely from the Revenues and other funds and moneys pledged and assigned as security for the Bonds hereunder. Neither the County, nor the State or any political subdivision thereof (except the County, to the limited extent set forth herein), nor any public agency shall in any event be liable for the payment of the principal of, premium (if any) or interest on the Bonds or for the performance of any pledge, obligation or agreement of any kind whatsoever except as set forth herein, and none of the Bonds or any of the County's agreements or obligations shall be construed to constitute an indebtedness of or a pledge of the faith and credit of or a loan of the credit of or a moral obligation of any of the foregoing within the meaning of any constitutional or statutory provision whatsoever.

The County shall not be liable for payment of the principal of, 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 Financing Agreement.

No supervisor, officer, agent, employee or attorney of the County, including any person executing the Indenture or the Bonds, shall be liable personally on the Bonds or for any reason relating to the issuance of the Bonds. No recourse shall be had for the payment of the principal of or the interest on the Bonds, or for any claim based on the Bonds, or otherwise in respect of the Bonds, or based on or in respect of any of the Bond Documents or the Loan Documents or any supplements thereto or amendments thereof, against any supervisor, officer, employee or agent, as such, of the County or any successor, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, and as part of the consideration for the issuance of the Bonds, expressly waived and released.

No agreements or provisions contained in this Indenture nor any agreement, covenant or undertaking by the County contained in any document executed by the County in connection with the Project, or the issuance, sale and delivery of the Bonds shall give rise to any pecuniary liability of the County or a charge against the general credit of the County, or shall obligate the County financially in any way except as may be payable from the repayments by the Borrower under the Financing Agreement and the proceeds of the Bonds and other amounts pledged hereunder. No failure of the County to comply with any term, condition, covenant or agreement herein or in any document executed by the County in connection with the issuance and sale of the Bonds shall subject the County to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the repayments by the Borrower under the Financing Agreement or proceeds of the Bonds and other amounts pledged hereunder. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the County for any failure to comply with any term, condition, covenant or agreement herein, provided that no costs, expenses or other monetary relief shall be recoverable from the County except as may be payable from the repayments by the Borrower or the proceeds of the Bonds and other amounts pledged hereunder.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against the County, any past, present or future member of its governing body, its officers, attorneys, accountants, financial advisors, agents or staff, or the officers, attorneys, accountants, financial advisors, agents or staff of any successor public entity, as such, either directly or through the County or any successor public entity, under any rule of law or penalty or otherwise, and all such liability of the County, any member of its governing body and its officers, attorneys, accountants, financial advisors, agents and staff is hereby, and by the acceptance of the Bonds, expressly waived and released as a condition of, and in consideration for, the execution of this Indenture and the issuance of any of the Bonds.

It is recognized that notwithstanding any other provision of this Indenture, neither the Borrower, the Trustee nor any Bondholder shall look to the County for damages suffered by the Borrower, the Trustee or such Bondholder as a result of the failure of the County to perform any covenant, undertaking or obligation under this Indenture, the Financing Agreement, the Bonds or any of the other Bond Documents or Loan Documents, or as a result of the incorrectness of any representation made by the County in any of such documents, nor for any other reason. Although this Indenture recognizes that such documents shall not give rise to any pecuniary liability of the County, nothing contained in this Indenture shall be construed to preclude in any way any action or proceeding (other than that element of any action or proceeding involving a claim for monetary damages against the County) in any court or before any governmental body, agency or instrumentality or otherwise against the County or any of its officers or employees to enforce the provisions of any of such documents which the County is obligated to perform and the performance of which the County has not assigned to the Trustee or any other person; provided, however, that as a condition precedent to proceeding against the County pursuant to this Section, the County shall have received satisfactory indemnification.

Anything in this Indenture to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto that (i) the County may rely conclusively on the truth and accuracy of any certificate, opinion, notice, or other instrument furnished to the County by the Trustee, the Bondholder Representative or the Borrower as to the existence of any fact or state of affairs required hereunder to be noticed by the County; (ii) the County shall not be under any obligation hereunder to perform any record keeping or to provide any legal services; and (iii) none of the provisions of this Indenture shall require the County to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the

exercise of any of its rights or powers hereunder, unless it shall first have been adequately indemnified to its satisfaction against the cost, expenses, and liability which may be incurred thereby.

Section 2.03 Indenture Constitutes Contract. In consideration of the purchase and acceptance of the Bonds issued hereunder by those who shall own them from time to time, the provisions of this Indenture shall be part of the contract of the County with the Holders of the Bonds and shall be deemed to be a contract between the County and the Holders of the Bonds from time to time.

Section 2.04 Form and Execution. The Bonds shall be in substantially the form attached as Exhibit A, with necessary and appropriate variations, omissions and insertions as are customary, or are permitted or required by this Indenture. The Bonds shall be executed on behalf of the County by the manual or facsimile signature of its Executive Director, and its seal to be reproduced thereon and attested by the manual or facsimile signature of a Designated Officer. Any facsimile signature shall have the same force and effect as if said officer had manually signed the Bonds.

In case any officer of the County whose manual or facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery, and also any Bond may bear the facsimile signatures of, or may be signed by, such Persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

Section 2.05 Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless a certificate of authentication on such Bond, substantially in the form set forth in Exhibit A, shall have been duly executed by an Authorized Officer of the Trustee; and such executed certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been duly executed, registered, authenticated and delivered under this Indenture. It shall not be necessary that the same Person sign the certificate of authentication on all of the Bonds.

Section 2.06 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the County shall execute and the Trustee shall authenticate a new Bond of like denomination, interest rate, series, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond or in lieu of and in substitution for such lost, stolen or destroyed Bond, upon payment by the Owner thereof of any applicable tax or governmental charge and the reasonable expenses and charges of the County and the Trustee in connection therewith, and in the case of a Bond lost, stolen or destroyed, the filing with the Trustee of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and furnishing the County and the Trustee with indemnity satisfactory to the Trustee. In the event any such Bond shall have matured, instead of issuing a duplicate Bond or Bonds the County may pay the same without surrender thereof.

Section 2.07 Transfer and Exchange of Bonds; Persons Treated as Owners; Restrictions on Transfer. (a) General. The Trustee as Bond Registrar shall cause a Bond Register to be kept for the registration of transfers of Bonds. Any Bond may be transferred only upon an assignment duly executed by the registered Owner or such registered Owner's duly authorized representative in such form as shall be satisfactory to the Bond Registrar and upon surrender of such Bond to the Trustee for cancellation. Whenever any Bond or Bonds shall be surrendered for transfer, the County shall execute and the Trustee shall authenticate and deliver to the

transferee a replacement fully registered Bond or Bonds, of Authorized Denomination or Denominations and for the amount of such Bond or Bonds so surrendered.

Any Bond may, in accordance with its terms, be exchanged, at the office of the Trustee, for a new fully registered Bond or Bonds, of the same maturity, of any Authorized Denomination or Denominations and for the aggregate amount of such Bond then Outstanding.

In all cases in which Bonds shall be transferred or exchanged hereunder, the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer or exchange shall be paid by the Borrower.

The Person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the registered Owner thereof, or such registered Owner's legal representative, and neither the County nor the Trustee shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums to be paid.

Neither the County nor the Trustee shall be required to make any exchange, registration or transfer of Bonds during the period of fifteen (15) days immediately preceding an Interest Payment Date or, in the case of any proposed redemption of Bonds, during the period of fifteen (15) days immediately preceding the selection of Bonds for such redemption and after the giving of notice of redemption, the Trustee is not required to transfer or exchange any Bond or portion thereof which has been called for redemption.

(b) Restrictions on Transfer. The following shall apply to all sales and transfers of the Bonds after the Closing Date:

(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 the County;

(ii) The Bonds shall be sold and transferred only in Authorized Denominations; and

(iii) The Bonds shall be sold and subsequently transferred only to Approved Institutional Buyers or Accredited Investors in each case delivering an Investor Letter to the Trustee.

The Trustee shall provide written notice to the County of any transfer of the Bonds.

Section 2.08 Temporary Bonds. Until definitive Bonds are ready for delivery, there may be executed, and upon the request of the County the Trustee shall authenticate and deliver, in lieu of definitive Bonds temporary printed, typewritten, engraved or lithographed Bonds, in such denomination or denominations as shall be determined by the County, in fully registered form, in substantially the form hereinabove set forth and with such appropriate omissions, insertions and variations as may be required.

If temporary Bonds shall be issued, the County shall cause the definitive Bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation to it, at the Principal Office of the Trustee, of any temporary Bond shall cancel the same and

authenticate and deliver in exchange therefor, without charge to the Owner thereof, a definitive Bond or Bonds, as the case may be, of an equal aggregate principal amount, of the same maturities and bearing interest at the same rates as the temporary Bond surrendered. Until so exchanged the temporary Bonds shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Bonds to be issued and authenticated hereunder.

Section 2.09 Delivery of Bonds. Upon the execution and delivery of this Indenture, the County shall execute and deliver to the Trustee, and the Trustee shall authenticate the Bonds and deliver them to or upon the order of the County upon receipt by the Trustee of the following:

(a) executed counterparts of this Indenture, the Financing Agreement, the Regulatory Agreement, and the Tax Certificate;

(b) an opinion of Bond Counsel to the effect that the Bonds are valid and binding special obligations of the County;

(c) the initial installment of the purchase price of the Bonds received from the Bond Purchaser in an amount equal to the Initial Bond Purchase Amount;

(d) the Note;

(e) a copy of the Mortgage;

(f) an opinion of counsel to the Borrower to the effect that the Borrower is duly organized and validly existing and in good standing under the laws of the state in which it has been organized and in good standing under the laws of each other state in which the Borrower transacts business and has full power and authority to enter into the agreements described herein to which it is a party, that its execution and delivery of and performance of its covenants in such agreements do not contravene law or any provision of any other agreement to which it is a party or by which it or such property is bound or affected, and that all such agreements have been duly authorized, executed and delivered by the Borrower, and are legal, valid and binding agreements of the Borrower enforceable against the Borrower in accordance with their respective terms;

(g) an opinion of Bond Counsel to the effect that the interest on the Bonds, under laws in effect on the date of such opinion, is excluded from gross income for federal income tax purposes and, where applicable, for State income tax purposes;

(h) a certified copy of the Bond Resolution;

(i) the written request and authorization to the Trustee by the County to authenticate and deliver the Bonds in accordance with the provisions of this Indenture; and

(j) An executed Investor Letter from the Bond Purchaser.

Section 2.10 Establishment of Loan Fund and Issue B-B2 Repayment Account; Application of Bond Proceeds.

(a) The Trustee shall establish, maintain and hold in trust and there is hereby established with the Trustee a Loan Fund and, within the Loan Fund, the Issue B-B2

Repayment Account. No amount shall be charged against the Loan Fund except as expressly provided in this Section 2.10 and Section 4.02.

(b) On the Closing Date, \$5,000,000 of the proceeds of the sale of the Bonds shall be deposited into the Loan Fund, whereupon, the Trustee shall wire \$55,000 of proceeds of the Bonds to the Commonwealth Land Title Company representing the initial disbursement of the Loan.

(c) Upon the deposit of money to the credit of the Loan Fund, the County shall originate the Loan pursuant to the Financing Agreement and the Trustee shall make disbursements of amounts in the Loan Fund to the Borrower or otherwise as provided in Sections 2.10(b), 4.02 and 6.05.

Section 2.11 Subordination. This Indenture, the Financing Agreement and the other Loan Documents are and at all times shall be subject and subordinate in all respects to the terms, provisions, conditions, covenants, liens and security interests of the Senior Transaction Documents. Correspondingly, payment of the indebtedness evidenced by the Note or the Bonds is and shall be subject and subordinate in all respects to the prior payment in full of all amounts due and payable in respect of the Senior Obligations and otherwise under the Senior Transaction Documents. Accordingly, the County and the Trustee, and the Owners by their acceptance of the Bonds, expressly subject and subordinate all of their right, title and interest in and to the Revenues or any amounts owing by the Borrower under the Loan Documents or the Bond Documents in all respects to (i) the payment in full of the Senior Obligations, (ii) the lien of the Senior Security Instrument, (iii) the lien of the B-B1 Mortgage and (iv) the payment in full of all amounts owed to the under the Senior Transaction Documents. In addition, notwithstanding anything contained in this Indenture, the Financing Agreement, or the other Loan Documents to the contrary, the County and the Trustee agree, and the Owners by their acceptance of the Bonds agree, without limiting any provision of the Subordination Agreement, that:

(a) the sole source of funds available to the County for the purpose of paying the principal of, and interest on, the Bonds, including scheduled sinking fund payments, if any, shall be the Revenues;

(b) the Note is payable solely from, and only to the extent of, the Revenues;

(c) payments of the principal of, and interest on, the Note shall be made only after all amounts currently due and owing, and any past due amounts owing, on the Senior Obligations have been paid in full;

(d) the sole security for the Loan and the Note shall be the Mortgage, which shall be wholly subordinate to the Senior Security Instrument and the B-B1 Mortgage;

(e) the obligation of the Borrower to repay the Loan is and shall be subject and subordinate in all respects to the obligations of the Borrower to pay all amounts due in respect of the Senior Obligations, whether under the Senior Transaction Documents or otherwise; and

(f) unpaid principal and interest on the Bonds resulting from insufficient Revenues may accrue and may be payable after such accrual, provided that such principal and interest shall be payable solely from, and only to the extent of, Revenues, provided further that payment of such principal and interest is and shall remain subject and subordinate to the Senior Obligations.

Failure to make any interest payment in respect of the Bonds or otherwise under this Indenture, the Financing Agreement or the other Loan Documents shall not constitute an Event of Default under (and as defined in) this Indenture. The Trustee shall not, after the Trustee receives a notice of an Event of Default under (and as defined in) any Senior Transaction Document or otherwise acquires knowledge of an Event of Default or potential default under (and as defined in) any Senior Transaction Document, make any payments in respect of the Bonds unless and until such Event of Default or potential default has been cured or waived by the Funding Lender and, if applicable, the B-B1 Trustee, acting at the direction of the B-B1 Bondholder Representative.

The parties to this Indenture acknowledge that the terms of this Indenture are in all respects subject to the Senior Obligations and the Senior Transaction Documents, and to the obligations under the B-B1 Documents and the B-B1 Bonds.

ARTICLE III

REDEMPTION OF BONDS PRIOR TO MATURITY

Section 3.01 Redemption of Bonds Prior to Maturity. 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 mandatory redemption in whole or in part, on the next Interest Payment Date for which notice of redemption can timely be given, at a redemption price equal to the principal amount of Bonds to be redeemed plus interest accrued thereon to the date fixed for redemption upon prepayment of the Loan in whole or in part following a casualty to or condemnation of the Project; such mandatory redemption shall be in an amount as nearly equal as possible to, but not exceeding, the amount of any Net Proceeds of insurance or condemnation awards not used to repair or replace the Project.

(b) The Bonds shall be subject to mandatory redemption in whole on the next date for which notice of redemption can timely be given at a redemption price equal to the principal amount of the Bonds to be redeemed plus interest accrued thereon to the date fixed for redemption upon acceleration of the Loan in whole following an Event of Default under and as such term is defined in Section 7.1 of the Financing Agreement.

(c) Except as otherwise provided in this Article III, the Bonds are subject to optional or mandatory redemption in whole or in part on any Business Day for which notice of redemption can timely be given, in the event and to the extent that the Loan is prepaid pursuant to the Note as set forth in Section 4.4 of the Financing Agreement, at a redemption price equal to the principal amount of Bonds to be redeemed, plus accrued interest to the date fixed for redemption.

Notwithstanding the foregoing, the Bonds shall be redeemed pursuant to this Article III only in Authorized Denominations.

Section 3.02 Selection of Bonds for Redemption.

(a) Except as otherwise expressly set forth herein, if less than all the Bonds are to be redeemed, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Trustee, in such manner as the Trustee in its sole discretion may deem fair and appropriate so that Bonds are redeemed, as nearly as practicable, from each Owner, if there is more than one

Owner, on a pro rata basis according to the principal amount of Bonds represented by each Bond Outstanding.

(b) In making such selection, the Trustee may treat each Bond to be redeemed as representing that number of Bonds of the lowest Authorized Denomination as is obtained by dividing the principal amount of such Bond by such Authorized Denomination.

Section 3.03 Notice of Redemption. Notice of the intended redemption of each Bond shall be given by the Trustee by first class mail, postage prepaid, or by facsimile transmission, to the registered Owner at the address of such Owner shown on the Bond Register. All such redemption notices shall be given not less than ten (10) days prior to the date fixed for redemption. The Trustee may provide a notice of redemption to the effect that the redemption is conditional upon the receipt by the Trustee, on or before the redemption date, of sufficient funds to pay the redemption price of the Bonds to be redeemed.

Notices of redemption shall state the redemption date and the redemption price, the place or places where amounts due upon such redemption will be payable, and, if less than all of the then Outstanding Bonds are called for redemption, shall state (i) that all of the Bonds of one or more maturities have been called for redemption and the numbers of the Bonds to be redeemed, by giving the individual certificate number of each Bond to be redeemed, or that all Bonds between two stated certificate numbers, inclusive, are to be redeemed; (ii) the Maturity Date; (iii) the conditions, if any, which must be satisfied in order for the redemption to take place on the scheduled date of redemption, and (iv) any other descriptive information needed to identify accurately the Bonds being redeemed.

Failure to give notice by mailing to the registered Owner of any Bond designated for redemption or to any depository or information service shall not affect the validity of the proceedings for the redemption of any other Bond if notice of such redemption shall have been mailed as herein provided.

Section 3.04 Effect of Notice of Redemption. If a conditional notice of redemption has been provided pursuant to the terms of this Indenture and the conditions are not satisfied, such notice of redemption shall be of no force and effect and the Bondholders shall be restored to their former positions as though no such notice of redemption had been delivered. Notice of redemption having been given in the manner provided in this Article III and if either there were no conditions to such redemption or the conditions have been satisfied (or in the event no such notice is required under Section 3.03), and money for the redemption being held by the Trustee for that purpose, thereupon the Bonds so called for redemption shall become due and payable on the redemption date, and interest thereon shall cease to accrue on such date; and such Bonds shall thereafter no longer be entitled to any security or benefit under this Indenture except to receive payment of the redemption price thereof.

ARTICLE IV

REVENUES AND FUNDS

Section 4.01 Pledge of Revenues and Assets; Establishment of Funds. The pledge and assignment of and the security interest granted in the Trust Estate pursuant to the Granting Clauses hereof shall attach, be perfected and be valid and binding from and after the time of the delivery of the Bonds by the Trustee or by any Person authorized by the Trustee to deliver the Bonds. The Trust Estate so pledged and then or thereafter received by the Trustee shall immediately be subject to the lien of such pledge and security interest without any physical delivery thereof or further act, and the lien of such pledge and security interest shall be valid

and binding and prior to the claims of any and all parties having claims of any kind in tort, contract or otherwise against the County irrespective of whether such parties have notice thereof.

In addition to the Loan Fund established pursuant to Section 2.10 hereof, the Trustee shall establish, maintain and hold in trust the following funds and accounts, each of which is hereby established and each of which shall be disbursed and applied only as herein authorized:

- (a) Revenue Fund;
- (b) Bond Fund;
- (c) Redemption Fund; and
- (d) Rebate Fund.

The funds and accounts established pursuant to this Section 4.01 shall be maintained in the corporate trust department of the Trustee as segregated trust accounts, separate and identifiable from all other funds held by the Trustee. The funds and accounts established hereunder shall bear a designation clearly indicating that the funds deposited therein are held for the benefit of (i) the Holders of the Bonds, respecting the Revenue Fund, the Bond Fund and the Redemption Fund, and (ii) the Borrower, respecting the Rebate Fund. The Trustee shall, at the written direction of an Authorized Officer of the County, and may, in its discretion, establish such additional accounts within any Fund, and subaccounts within any of the accounts, as the County or the Trustee may deem necessary or useful for the purpose of identifying more precisely the sources of payments into and disbursements from that Fund and its accounts, or for the purpose of complying with the requirements of the Code relating to arbitrage, but the establishment of any such account or subaccount shall not alter or modify any of the requirements of this Indenture with respect to a deposit or use of money in the funds established hereunder, or result in commingling of funds not permitted hereunder.

Section 4.02 Loan Fund.

(a) Any provision in this Indenture to the contrary notwithstanding, except for the initial disbursement from the Loan Fund on the Closing Date in the amount of \$55,000, which shall be transferred to Commonwealth Land Title Company in accordance with the closing memorandum (a copy of which shall be included in the final transcript of the documents for the Bonds) without need for a Requisition therefor, and in Section 6.05, the Trustee shall not disburse any moneys from the Loan Fund unless it has received a Requisition in the form attached hereto as Exhibit C executed by an Authorized Officer of the Borrower and countersigned by an authorized officer of the Funding Lender, provided that only an authorized officer of the Funding Lender shall be required to sign on a Requisition during any period in which a default by the Borrower has occurred and is then continuing under the Senior Loan Documents (notice of which default has been given in writing by an authorized officer of the Funding Lender to the Trustee and the County, and the Trustee shall be entitled to conclusively rely on any such written notice as to the occurrence and continuation of such a default). Amounts on deposit in the Loan Fund shall be invested as provided in Section 4.08. All Investment Income earned on amounts on deposit in the Loan Fund shall be retained in and credited to and become a part of the amounts on deposit in the Loan Fund. On the date which is three (3) years after the Closing Date, the Trustee shall close the Loan Fund and shall transfer any amounts then on deposit in the Loan Fund to the Revenue Fund.

Section 4.03 Application of Revenues.

(a) All Revenues shall be deposited by the Trustee, promptly upon receipt thereof, to the Revenue Fund, except (i) the proceeds of the Bonds received by the Trustee on the Closing Date, which shall be applied in accordance with the provisions of Section 2.10 hereof; (ii) as otherwise specifically provided in subsection (c) of this Section 4.03 with respect to certain deposits into the Redemption Fund; (iii) with respect to investment earnings to the extent required under the terms hereof to be retained in the funds and accounts to which they are attributable; and (iv) with respect to amounts required to be transferred between funds and accounts as provided in this Article IV.

(b) On each Interest Payment Date or any other date on which payment of principal of or interest on the Bonds becomes due and payable, Revenues available for such purpose shall be credited by the Trustee in the following amounts to the following funds, but in the order and within the limitations hereinafter indicated with respect thereto, as follows:

FIRST: to the Bond Fund, an amount equal to the principal of and interest due on the Bonds on such date; and

SECOND: to the Redemption Fund, an amount equal to the principal amount due and payable on the Bonds with respect to the redemption or maturity of any Bond on such date; and

(c) Promptly upon receipt, the Trustee shall deposit directly to the Redemption Fund (i) Net Proceeds representing casualty insurance proceeds or condemnation awards paid as a prepayment of the Loan, after reimbursement of any and all amounts owed to the Bondholder Representative and (ii) amounts paid to the Trustee to be applied to the redemption of all or a portion of the Bonds pursuant to Article III hereof.

(d) Should the amount in the Bond Fund be insufficient to pay the amount due on the Bonds on any given Interest Payment Date or other payment date, the Trustee shall credit to the Bond Fund the amount of such deficiency by charging the following funds and accounts in the following order of priority: (1) the Revenue Fund; and (2) the Redemption Fund, except no such charge to the Redemption Fund shall be made from money to be used to effect a redemption for which notice of redemption has been provided for or from money which are held for payment of Bonds which are no longer Outstanding hereunder.

(e) At the direction of the Bondholder Representative, subject to the terms of the Subordination Agreement, Net Proceeds representing casualty insurance proceeds or condemnation awards may be deposited in a separate subaccount of the Loan Fund and used to repair or replace the Project.

Section 4.04 Application of Bond Fund. The Trustee shall charge the Bond Fund, on each Interest Payment Date, an amount equal to the unpaid interest and principal due on the Bonds on such Interest Payment Date, and shall cause the same to be applied FIRST to the payment of such interest and SECOND to the payment of such principal when due. Income realized from the investment or deposit of money in the Bond Fund shall be deposited by the Trustee upon receipt thereof in the Revenue Fund. No amount shall be charged against the Bond Fund except as expressly provided in this Article IV and in Section 6.05.

Section 4.05 Application of Redemption Fund. Any money credited to the Redemption Fund shall be applied to the payment of maturity of the Bonds or the redemption price of Bonds to be redeemed pursuant to Article III hereof. On or before each Interest

Payment Date, the income realized from the investment of money in the Redemption Fund shall be credited by the Trustee to the Revenue Fund. No amount shall be charged against the Redemption Fund except as expressly provided in this Article IV and in Section 6.05.

Section 4.06 Damage, Destruction or Condemnation. Subject to the provisions of the Subordination Agreement, Net Proceeds resulting from casualty to or condemnation of the Project shall be applied as provided in the Mortgage and, to the extent consistent therewith, Section 3.01(a) hereof.

Section 4.07 Reserved.

Section 4.08 Investment of Funds. The money held by the Trustee shall constitute trust funds for the purposes hereof. Any money attributable to each of the funds and accounts hereunder shall be, except as otherwise expressly provided herein, invested by the Trustee, at the written direction of the Borrower in Qualified Investments. The Trustee may purchase from or sell to itself or an affiliate, as principal or agent, securities herein authorized. The Trustee shall be entitled to assume, absent receipt by the Trustee of written notice to the contrary, that any investment which at the time of purchase in a Qualified Investment remains a Qualified Investment thereafter.

Qualified Investments representing an investment of money attributable to any fund or account shall be deemed at all times to be a part of said fund or account, and, except as otherwise may be provided expressly in other Sections hereof, the interest thereon and any profit arising on the sale thereof shall be credited to the Revenue Fund, and any loss resulting on the sale thereof shall be charged against the Revenue Fund. Such investments shall be sold at the best price obtainable (at least par) whenever it shall be necessary so to do in order to provide money to make any transfer, withdrawal, payment or disbursement from said fund or account. In the case of any required transfer of money to another such fund or account, such investments may be transferred to that fund or account in lieu of the required money if permitted hereby as an investment of money in that fund or account. The Trustee shall not be liable or responsible for any loss resulting from any investment made in accordance herewith.

The County acknowledges that to the extent that regulations of the Comptroller of the Currency or other applicable regulatory agency grant the County the right to receive brokerage confirmations of the security transactions as they occur. To the extent permitted by law, the County specifically waives compliance with 12 C.F.R. 12 and hereby notifies the Trustee hereunder, that no brokerage confirmations need be sent relating to the security transactions as they occur.

Section 4.09 Money Held for Particular Bonds; Funds Held in Trust. The amounts held by the Trustee for the payment of the interest, principal or redemption price due on any date with respect to particular Bonds pending such payment, shall be set aside and held in trust by it for the Holders of the Bonds entitled thereto, and for the purposes hereof such interest, principal or redemption price, after the due date thereof, shall no longer be considered to be unpaid.

All money held by the Trustee for such purpose at any time pursuant to the terms of this Indenture shall be and hereby are assigned, transferred and set over unto the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 4.10 Accounting Records. The Trustee shall maintain accurate books and records for all funds and accounts established hereunder and provide monthly statements (or

other electronic access as agreed to by the parties) of such funds and accounts to the County and the Borrower upon request.

Section 4.11 Amounts Remaining in Funds. After full payment of the Bonds (or provision for payment thereof having been made in accordance with Section 9.01 hereof) and full payment of the fees, charges and expenses of the County and the Trustee and other amounts required to be paid hereunder other than the Rebate Fund or under any Loan Document, any amounts remaining in any fund or account hereunder shall be paid to the Borrower.

Section 4.12 [Reserved].

Section 4.13 Rebate Fund; Compliance With Tax Certificate.

(a) The Rebate Fund shall be held and applied as provided in this Section 4.13. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust for payment, to the extent required under the Code and as calculated by the Rebate Analyst, for payment to the United States Government. None of the County, the Borrower or the Owners shall have any rights in or claim to such moneys. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Certificate.

(b) The Trustee shall make information regarding the Bonds and the investments hereunder available to the Borrower promptly upon written request, shall make deposits to and disbursements from the Rebate Fund in accordance with the directions received from the Authorized Officer of the Borrower, shall invest moneys in the Rebate Fund pursuant to said directions and shall deposit income from such investments pursuant to said directions, and shall make payments to the United States of America in accordance with written directions received from the Borrower.

(c) Notwithstanding any provision of this Indenture to the contrary, the Trustee shall not be liable or responsible for any calculation or determination which may be required in connection with or for the purpose of complying with Section 148 of the Code or any applicable Treasury regulation (the "Arbitrage Rules"), including, without limitation, the calculation of amounts required to be paid to the United States under the provisions of the Arbitrage Rules and the fair market value of any investment made hereunder, it being understood and agreed that the sole obligation of the Trustee with respect to investments of funds hereunder shall be to invest the moneys received by the Trustee pursuant to the written instructions of the Borrower. The Trustee shall have no responsibility for determining whether or not the investments made pursuant to the direction of the Borrower or any of the instructions received by the Trustee under this Section comply with the requirements of the Arbitrage Rules and shall have no responsibility for monitoring the obligations of the Borrower or the County for compliance with the provisions of the Indenture with respect to the Arbitrage Rules.

(d) Notwithstanding any provision of this Indenture to the contrary, the obligation to remit payment of the rebate amount to the United States and to comply with all other requirements of this Section 4.13 shall survive the defeasance or payment in full of the Bonds.

(e) Any funds remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any rebate requirement, or provision made therefor satisfactory to the Trustee, shall be withdrawn and remitted to the Borrower.

(f) The Trustee shall obtain and keep such records of the computations made pursuant to this Section 4.13 as are required under Section 148(f) of the Code. The Trustee shall

keep and make available to the Borrower such records concerning the investments of the gross proceeds of the Bonds and the investments of earnings from those investments as may be requested by the Borrower in order to enable the Borrower to cause the Rebate Analyst to make the aforesaid computations as are required under Section 148(f) of the Code.

(g) Notwithstanding the foregoing, the computations and payments of rebate amounts referred to in this Section 4.13 need not be made if there shall have been delivered to the Trustee, the County and the Bondholder Representative an opinion of Bond Counsel to the effect that such computations and payments are not necessary in order to establish or maintain the exclusion from gross income of Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) of interest on the Bonds. In the event Bond Counsel so opines, the moneys on deposit in the Rebate Fund shall be applied to such purpose as the Borrower shall direct, provided that the Borrower shall deliver to the County, the Trustee and the Bondholder Representative an opinion of Bond Counsel to the effect that such application will not adversely affect the exclusion from gross income of Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) of interest on the Bonds for purposes of federal income taxation.

ARTICLE V

GENERAL COVENANTS AND REPRESENTATIONS

Section 5.01 Payment of Principal and Interest. The County covenants that it will promptly pay or cause to be paid, but only from the sources identified herein, sufficient amounts to provide for the payment of the principal of, and interest on the Bonds at the place, on the dates and in the manner provided herein and in the Bonds, according to the true intent and meaning thereof.

Section 5.02 Performance of Covenants. The County covenants that it will faithfully perform at all times any and all of its covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings pertaining thereto.

Section 5.03 Representations and Warranties of the County; Power to Issue Bonds and Make Pledge and Assignment. The County hereby represents and warrants as follows:

(a) The County is a political subdivision and body corporate and politic of the State of California.

(b) The County has all necessary power and authority to issue the Bonds and to execute and deliver this Indenture, the Financing Agreement and the Regulatory Agreement, and to perform its duties and discharge its obligations hereunder and thereunder.

(c) The Indenture, Financing Agreement and Regulatory Agreement have been validly authorized, executed and delivered by the County, and assuming due authorization, execution and delivery by the other parties thereto, constitute valid and binding obligations of the County, enforceable against the County in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally and the application of equitable principles.

Section 5.04 Inspection of Project Books. The County covenants and agrees that all books and documents in its possession relating to the Project shall, upon reasonable prior written notice, during normal business hours, be open to inspection and copying by such accountants or other agents as the Trustee or the Bondholder Representative may from time to time reasonably designate.

Section 5.05 Tax Covenants. (a) County's Covenants. The County covenants to and for the benefit of the Holders of the Bonds that it will:

- (i) require the Borrower to execute the Regulatory Agreement;
- (ii) not knowingly take or cause to be taken any action or actions, or knowingly fail to take any action or actions, if the same would cause the interest payable on the Bonds to be includable in gross income for federal income tax purposes, of the Bondholders pursuant to the Code, except in the event where any such owner of Bonds is a "substantial user" of the facilities financed with the Bonds or a "related person" within the meaning of the Code;
- (iii) whenever requested in writing by the Bondowner Representative, and at the expense of the Borrower, do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the County on the Bonds will be excluded from the gross income for federal income tax purposes, of the Bondholders pursuant to the Code, except in the event where any such owner of Bonds is a "substantial user" of the facilities financed with the Bonds or a "related person" within the meaning of the Code; and
- (iv) not take any action or permit or suffer any action to be taken, solely by causing the Borrower to execute and deliver the Financing Agreement, if the result of the same would be to cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the Regulations.

In furtherance of the covenants in this Section 5.05, the County and the Borrower shall execute, deliver and comply with the provisions of the Tax Certificate, which is by this reference incorporated into this Indenture and made a part of this Indenture as if set forth in this Indenture in full, and by its acceptance of this Indenture the Trustee acknowledges receipt of the Tax Certificate and acknowledges its incorporation into this Indenture by this reference and agrees to comply with the terms specifically applicable to it. In the event of a conflict between the terms of this Indenture and the Tax Certificate, the terms of the Tax Certificate shall control.

The covenants of the County in this Section 5.05(a) are made in reliance on the representations and covenants of the Borrower set forth in the Financing Agreement, the Tax Certificate and the Regulatory Agreement and, for the purposes of this Section 5.05(a), no acts, omissions or directions of the Borrower, the Trustee or any other Persons shall be attributed to the County nor shall any default by the borrower of any of its obligations under the Financing Agreement or the Tax Certificate constitute an event of default by the County hereunder.

(b) Trustee's Covenants. The Trustee agrees that it will invest funds held under this Indenture in accordance with the covenants and terms of this Indenture and the Tax Certificate (this covenant shall extend through the term of the Bonds, to all funds and accounts created under this Indenture and all money on deposit to the credit of any such fund or account). The Trustee covenants to and for the benefit of the Bondholders that, notwithstanding any other provisions of this Indenture or of any other Loan Document, it will not knowingly make or cause to be made any investment or other use of the money in the funds or accounts created

hereunder which would cause the Bonds to be classified as “arbitrage bonds” within the meaning of Sections 103(b) and 148 of the Code or would cause the interest on the Bonds to be includable in gross income for federal income tax purposes; provided that the Trustee shall be deemed to have complied with such requirements and shall have no liability to the extent it reasonably follows the written directions of the Borrower or the Rebate Analyst. This covenant shall extend, throughout the term of the Bonds, to all funds created under this Indenture and all money on deposit to the credit of any such fund. Pursuant to this covenant, with respect to the investments of the funds and accounts under this Indenture, the Trustee obligates itself to comply throughout the term of the issue of the Bonds with the requirements of Sections 103(b) and 148 of the Code; provided that the Trustee shall be deemed to have complied with such requirements and shall have no liability to the extent it reasonably follows the written directions of the Borrower or the Rebate Analyst. The Trustee further covenants that should the County or the Borrower file with the Trustee (it being understood that neither the County nor the Borrower has an obligation to so file), or should the Trustee receive, an opinion of Bond Counsel to the effect that any proposed investment or other use of proceeds of the Bonds would cause the Bonds to become “arbitrage bonds,” then the Trustee will comply with any written instructions of the County, the Borrower or Bond Counsel regarding such investment (which shall, in any event, be a Qualified Investment) or use so as to prevent the Bonds from becoming “arbitrage bonds,” and the Trustee will bear no liability to the County, the Borrower or the Bondholders for investments made in accordance with such instructions.

Section 5.06 Notification of County of Amount of Outstanding Bonds. On or before each December 1, commencing December 1, 2018, the Trustee shall notify the County, via mutually acceptable electronic means or by mail, of the aggregate principal amount of Outstanding Bonds as of each such date or that no Bonds remain Outstanding. For purposes of this Section, the aggregate principal amount of Outstanding Bonds shall be calculated without regard to the drawdown provisions of this Indenture, but rather as the maximum face amount of the Bonds (\$25,000,000), less any principal not yet drawn down for the purposes described in the third paragraph of Section 2.01(g), and less principal repayments made as a result of the redemption of Bonds or the maturity of the Bonds.

ARTICLE VI

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 6.01 Events of Default. Each of the following shall be an event of default with respect to the Bonds (an “Event of Default”) under this Indenture:

- (a) failure to pay the principal of, or interest on any Bond when due, to the extent sufficient Revenues are available therefor; or
- (b) failure by the County or the Trustee 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 County or the Trustee by the Borrower, the Trustee or the County, as applicable, or by the Holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding.

The Trustee will immediately notify the County and the Bondholder Representative after a Responsible Officer obtains actual knowledge of the occurrence of an Event of Default or obtains actual knowledge of the occurrence of an event which would become an Event of Default with the passage of time or the giving of notice or both.

Section 6.02 Acceleration; Other Remedies Upon Event of Default.

(a) Upon the occurrence of an Event of Default under Section 6.01(b) hereof, the Trustee shall, upon the written direction of the Bondholder Representative and receipt of indemnity satisfactory to it, by notice in writing delivered to the County, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and interest shall continue to accrue thereon until such amounts are paid.

(b) Upon the occurrence of an Event of Default under Section 6.01(a) hereof, the Trustee shall, but only upon the written direction of the Bondholder Representative, by notice in writing delivered to the County, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable and interest on the Bonds shall cease to accrue, anything contained in this Indenture or in the Bonds to the contrary notwithstanding.

If at any time after the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the money due shall have been obtained or entered, the County shall pay to or deposit with the Trustee a sum sufficient, but solely from Revenues, to pay all principal of the Bonds then due (other than solely by reason of such declaration) and all unpaid installments of interest (if any) upon all the Bonds then due, with interest at the rate borne by the Bonds on such overdue principal and (to the extent legally enforceable) on such overdue installments of interest, and the reasonable fees and expenses of the Trustee (including its counsel) shall have been made good or cured or adequate provision shall have been made therefor (collectively, the "Cure Amount")) shall have been paid in full, and all other defaults hereunder shall have been made good or cured or waived in writing by the Bondholder Representative, then and in every case, the Trustee on behalf of the Holders of all the Outstanding Bonds shall rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default, nor shall it impair or exhaust any right or power consequent thereon.

Upon the occurrence and during the continuance of an Event of Default, the Trustee in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the Holders of all Bonds, may also proceed to protect and enforce any rights of the Trustee and, to the full extent that the Holders of such Bonds themselves might do, the rights of such Bondholders under the laws of the State or under this Indenture by such of the following remedies as the Trustee shall deem most effectual to protect and enforce such rights:

(i) by mandamus or other suit, action or proceeding at law or in equity, to enforce the payment of the principal of or interest on the Bonds then Outstanding and to require the County to carry out any covenants or agreements with or for the benefit of the Bondholders and to perform its duties under the Act, this Indenture, the Financing Agreement or the Regulatory Agreement to the extent permitted under the applicable provisions thereof;

(ii) by pursuing any available remedies under the Financing Agreement or any Loan Document or the Regulatory Agreement;

(iii) by realizing or causing to be realized through sale or otherwise upon the security pledged hereunder; and

(iv) by action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the Holders of the Bonds and execute any other papers and documents and do and perform any and all such acts and things as may be

necessary or advisable in the opinion of the Trustee in order to have the respective claims of the Bondholders against the County allowed in any bankruptcy or other proceeding.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee, the Bondholders hereunder or under the Financing Agreement or any other Loan Document or the Regulatory Agreement, as applicable, 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 Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default hereunder, whether by the Trustee or the Bondholders, shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereto.

Section 6.03 Rights of Bondholders. If an Event of Default under Section 6.01(b) hereof shall have occurred and is then continuing, and if requested in writing so to do by the Holders of more than 51% of the aggregate principal amount of the Bonds then Outstanding with respect to which there is a default, and if indemnified to its satisfaction, the Trustee shall exercise one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel or a committee of Responsible Officers, shall deem to be in the best interest of the affected Bondholders. If an Event of Default under Section 6.01(b) hereof shall have occurred and is then continuing, the Holders of more than 51% of the aggregate principal amount of the Bonds then Outstanding with respect to which an Event of Default has occurred shall have the right at any time, subject to the provisions of Section 6.08 hereof, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder, in accordance with the provisions of law and of this Indenture.

Section 6.04 Waiver by County. Upon the occurrence of an Event of Default, to the extent that such right may then lawfully be waived, neither the County nor anyone claiming through or under it shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereinafter in force, in order to prevent or hinder the enforcement of this Indenture; and the County, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisal and redemption to which it may be entitled under the laws of the State and the United States.

Section 6.05 Application of Money After Default. All money collected by the Trustee at any time pursuant to this Article VI shall, except to the extent, if any, otherwise directed by a court of competent jurisdiction, be credited by the Trustee to the Revenue Fund. Such money so credited to the Revenue Fund and all other money from time to time credited to the Revenue Fund shall at all times be held, transferred, withdrawn and applied as prescribed by the provisions of Article IV hereof and this Section 6.05, subject in all events to the provisions of Section 2.11, Section 6.12, and of the Subordination Agreement.

In the event that at any time the money credited to the Revenue Fund, the Bond Fund and the Redemption Fund available for the payment of interest or principal then due with respect to the Bonds shall be insufficient for such payment, such money (other than money held

for the payment or redemption of particular Bonds as provided in Section 4.09 hereof) shall be applied as follows and in the following order of priority:

(a) For payment of all amounts due to the Trustee incurred in performance of its duties under this Indenture, including, without limitation, the payment of all reasonable fees and expenses of the Trustee incurred in exercising any remedies under this Indenture;

(b) Unless the principal of all Bonds shall have become or have been declared due and payable:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available is not sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference; and

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of and, on any Bonds which shall have become due, whether at maturity or by call for redemption, in the order in which they became due and payable, and, if the amount available is not sufficient to pay in full all the principal of and, on the Bonds so due on any date, then to the payment of principal ratably, according to the amounts due on such date, to the Persons entitled thereto, without any discrimination or preference, and then to the payment of any premium due on the Bonds, ratably, according to the amounts due on such date, to the Persons entitled thereto, without any discrimination or preference.

(c) If the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal of, and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due, respectively, for principal and interest, to the Persons entitled thereto without any discrimination or preference except as to any differences in the respective rates of interest specified in the Bonds.

Section 6.06 [Intentionally Omitted].

Section 6.07 Remedies Vested in Trustee. All rights of action, including the right to file proof of claims, under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds, and any recovery or judgment shall be for the mutual benefit as provided herein of all of the Holders of the Outstanding Bonds.

Section 6.08 Remedies of Bondholders. No Holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default shall have occurred of which the Trustee shall have been notified as provided herein; (b) such default shall have become an Event of Default under Section 6.01(b) hereof; (c) the Holders of more than 51% of the aggregate principal amount of

the Bonds then Outstanding with respect to which there is such an Event of Default shall have made written request to the Trustee and shall have offered reasonable opportunity to the Trustee either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (d) such Holders shall have offered to the Trustee indemnity as provided in this Indenture; and (e) the Trustee shall within sixty (60) days thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture or the rights of any other Holders of Bonds or to obtain priority or preference over any other Holders or to enforce any right under this Indenture, except in the manner herein provided with respect to the equal and ratable benefit of all Holders of Bonds with respect to which there is a default. Nothing contained in this Indenture shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at the maturity thereof or the obligation of the County to pay the principal of, and interest on the Bonds issued hereunder to the respective holders thereof, at the time, in the place, from the sources and in the manner expressed herein and in said Bonds.

Section 6.09 Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the County, the Trustee, the Bondholder Representative, the Borrower and the Bondholders shall be restored to their former positions and rights hereunder with respect to the Trust Estate herein conveyed, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 6.10 Waivers of Events of Default. So long as no Event of Default has occurred and is then continuing under Section 6.01(b) hereof, the Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of, and interest on the Bonds only upon the written direction of the Bondholder Representative. If there shall have occurred and is then continuing an Event of Default under Section 6.01(a) hereof, the Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of, and interest on the Bonds upon the written request of the Holders of 100% of the Bonds then Outstanding with respect to which there is a default; provided, however, that there shall not be waived (a) any Event of Default in the payment of the principal of any Bonds at the date of maturity specified therein, or upon proceedings for mandatory redemption of any Bonds, (b) any default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal or when due (whether at the stated maturity thereof or upon proceedings for mandatory redemption) as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the County, the Trustee, and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereto.

Section 6.11 Notice to Bondholders if Default Occurs. Upon the occurrence of an Event of Default, or if an event occurs which could lead to an Event of Default with the passage of time and of which the Trustee is required to take notice pursuant to Section 7.02(l) hereof, the Trustee shall, within thirty (30) days, give written notice thereof by first class mail to the registered Owners of all Bonds then Outstanding and to the County. Notwithstanding the

foregoing, except in the case of an Event of Default with respect to the payment of principal of or and interest on the Bonds, the Trustee shall be protected in withholding such notice if and so long as the board of directors of the Trustee, the executive committee, or a trust committee of directors or officers of the Trustee in good faith determines that the withholding of such notice is in the best interests of the Holders of the Bonds.

Section 6.12 No Interference or Impairment of Senior Obligations. Notwithstanding anything herein to the contrary, and without limiting the generality of the provisions of Section 2.11, subject to the provisions of the Subordination Agreement, none of the County, the Trustee nor any other person shall:

(a) initiate or take any action which may have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal of, interest on, or other amounts due and payable under, the Senior Loan, the B-B1 Loan or the Senior Transaction Documents; or

(b) interfere with or attempt to interfere with or influence the exercise by the Funding Lender or the B-B1 Trustee of any of its rights under the Senior Loan, the B-B1 Loan or the Senior Transaction Documents, including, without limitation, the Funding Lender or the B-B1 Trustee remedial rights under the Senior Loan or the B-B1 Loan upon the occurrence of an event of default by the Borrower under the Senior Loan, the B-B1 Loan or the Senior Transaction Documents, as applicable;

it being understood and agreed that neither the County nor the Trustee may, on account of any default under this Indenture, cause the Senior Loan or the B-B1 Loan to become due and payable or cause the Governmental Lender Note or the B-B1 Bonds to be redeemed or to declare the principal of the Governmental Lender Note or the B-B1 Bonds and the interest accrued on the Governmental Lender Note or the B-B1 Bonds to be immediately due and payable, or cause the Trustee to foreclose or take any other action under the Senior Transaction Documents or any other documents to obtain such performance or observance.

Promptly upon determining that a violation of this Indenture has occurred, the Trustee shall, by notice in writing to the Funding Lender, the B-B1 Trustee and the County, inform the Funding Lender, the B-B1 Trustee and the County that such violation has occurred, the nature of the violation and that the violation has been cured or has not been cured, but is curable within a reasonable period of time, or is incurable. Notwithstanding the occurrence of such violation, neither the County nor the Trustee shall have, and each of them acknowledge that they shall not have, any right to cause or direct acceleration of the Senior Loan or the B-B1 Loan or to foreclose on the Senior Security Instrument or the B-B1 Mortgage.

ARTICLE VII

CONCERNING THE TRUSTEE

Section 7.01 Standard of Care. The Trustee, prior to an Event of Default as defined in Section 6.01 and after the curing or waiver of all such events which may have occurred, shall perform such duties and only such duties as are specifically set forth in this Indenture. The Trustee, during the existence of any such Event of Default (which shall not have been cured or waived), shall exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent Person would exercise or use under similar circumstances in the conduct of such Person's own affairs.

No provision of this Indenture shall be construed to relieve the Trustee from liability for its breach of trust, own negligence or willful misconduct, except that:

(a) prior to an Event of Default hereunder, and after the curing or waiver of all such Events of Default which may have occurred:

(i) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture, and the Trustee shall not be liable except with regard to the performance of such duties and obligations as are specifically set forth in this Indenture; and

(ii) in the absence of bad faith on the part of the Trustee, the Trustee 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 Trustee by the Person or Persons authorized to furnish the same;

(b) at all times, regardless of whether or not any such Event of Default shall exist:

(i) the Trustee shall not be liable for any error of judgment made in good faith by an officer or employee of the Trustee except for willful misconduct or negligence by the officer or employee of the Trustee as the case may be; and

(ii) the Trustee 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 Bondholder Representative or the Holders of more than 51% of the aggregate principal amount of the Bonds then Outstanding (or such lesser or greater percentage as is specifically required or permitted by this Indenture) relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

Section 7.02 Reliance Upon Documents. Except as otherwise provided in Section 7.01:

(a) the Trustee may rely upon the authenticity or truth of the statements and the correctness of the opinions expressed in, and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, notarial seal, stamp, acknowledgment, verification, request, consent, order, bond, or other paper or document of the proper party or parties, including any facsimile transmission as permitted hereunder or under the Financing Agreement;

(b) any notice, request, direction, election, order or demand of the County mentioned herein shall be sufficiently evidenced by an instrument signed in the name of the County by an Authorized Officer of the County (unless other evidence in respect thereof be herein specifically prescribed), and any resolution of the County may be evidenced to the Trustee by a copy of such resolution duly certified by an Authorized Officer of the County;

(c) any notice, request, certificate, statement, requisition, direction, election, order or demand of the Borrower mentioned herein shall be sufficiently evidenced by an instrument purporting to be signed in the name of the Borrower by any Authorized Officer of the Borrower (unless other evidence in respect thereof be herein specifically prescribed), and any resolution or certification of the Borrower may be evidenced to the Trustee by a copy of such resolution duly certified by a secretary or other Authorized Officer of the Borrower;

(d) [Intentionally Omitted];

(e) any notice, request, direction, election, order or demand of the Bondholder Representative mentioned herein shall be sufficiently evidenced by an instrument purporting to be signed in the name of the Bondholder Representative by any authorized officer of the Bondholder Representative (unless other evidence in respect thereof be herein specifically prescribed);

(f) [Intentionally Omitted];

(g) the Trustee is authorized and directed to execute, in its capacity as Trustee, the Financing Agreement, the Subordination Agreement and the Intercreditor Agreement;

(h) in the administration of the trusts of this Indenture, the Trustee may execute any of the trusts or powers hereby granted directly or through its agents, receivers or attorneys, and the Trustee may consult with counsel and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or permitted by it hereunder in good faith and in accordance with the opinion of such counsel;

(i) whenever in the administration of the trusts of this Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or permitting any action hereunder, such matters (unless other evidence in respect thereof be herein specifically prescribed), may in the absence of negligence or willful misconduct on the part of the Trustee, be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the County or the Borrower and such certificate shall in the absence of bad faith on the part of the Trustee be full warrant to the Trustee for any action taken or permitted by it under the provisions of this Indenture, but in its discretion the Trustee may in lieu thereof accept other evidence of such matter or may require such further or additional evidence as it may deem reasonable;

(j) the recitals herein and in the Bonds (except the Trustee's certificate of authentication thereon) shall be taken as the statements of the County and the Borrower and shall not be considered as made by or imposing any obligation or liability upon the Trustee; and the Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the title of the County or the Borrower to the Trust Estate, or as to the security of this Indenture, or of the Bonds issued hereunder, and the Trustee shall incur no liability or responsibility in respect of any of such matters;

(k) the Trustee shall not be personally liable for debts contracted or liability for damages incurred in the management or operation of the Trust Estate except for its own willful misconduct or negligence; and every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 7.02(k);

(l) the Trustee shall not be required to ascertain or inquire as to the performance or observance of any of the covenants or agreements (except to the extent they obligate the Trustee) herein or in any contracts or securities assigned or conveyed to or pledged with the Trustee hereunder, except Events of Default that are evident under Section 6.01(a) or Section 6.01(b) hereof; and the Trustee shall not be required to take notice or be deemed to have notice or actual knowledge of any default or Event of Default specified in Section 6.01 hereof (except defaults under Section 6.01(a) or Section 6.01(b) hereof) unless the Trustee shall receive from the County, the Bondholder Representative or the Holders of more than 51% of the aggregate principal amount of the Bonds then Outstanding written notice stating that a default or Event of

Default has occurred and specifying the same, and in the absence of such notice the Trustee may conclusively assume that there is not such default; and every provision contained in this Indenture or related instruments or in any such contract or security wherein the duty of the Trustee depends on the occurrence and continuance of such default shall be subject to the provisions of this Section 7.02(l);

(m) the Trustee shall be under no duty to confirm or verify any financial or other statements or reports or certificates furnished pursuant to any provisions hereof, except to the extent such statement or reports are furnished by or under the direction of the Trustee, and shall be under no other duty in respect of the same except to retain the same in its files and permit the inspection of the same at reasonable times by the Holder of any Bond; and

(n) the Trustee shall be under no obligation to exercise those rights or powers vested in it by this Indenture, other than such rights and powers which it shall be obliged to exercise in the ordinary course of its trusteeship under the terms and provisions of this Indenture and as required by law, at the request or direction of any of the Bondholders pursuant to Sections 6.03 and 6.08 of this Indenture, unless such Bondholders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in the compliance with such request or direction.

None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

The Trustee is authorized and directed to execute in its capacity as Trustee the Financing Agreement, and the Trustee shall have no responsibility or liability with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

The Trustee or any of its affiliates may act as advisor or sponsor with respect to any Qualified Investments.

The Trustee agrees to accept and act upon facsimile transmission or Electronic Notice of written instructions and/or directions pursuant to this Indenture provided, however, that: (a) subsequent to such facsimile transmission or Electronic Notice of written instructions and/or directions the Trustee shall forthwith receive the originally executed instructions and/or directions, (b) such originally executed instructions and/or directions shall be signed by such Person as may be designated and authorized to sign for the party signing such instructions and/or directions, and (c) the Trustee shall have received a current incumbency certificate containing the specimen signature of such designated Person.

Any resolution, certification, notice, request, direction, election, order or demand delivered to the Trustee pursuant to this Section 7.02 shall remain in effect until the Trustee receives written notice to the contrary from the party that delivered such instrument accompanied by revised information for such party.

The Trustee shall have no responsibility for the value of any collateral or with respect to the perfection or priority of any security interest in any collateral except as otherwise provided in Section 7.17 hereof.

Section 7.03 Use of Proceeds. The Trustee shall not be accountable for the use or application of any of the Bonds authenticated or delivered hereunder or of the proceeds of the Bonds except as provided herein.

Section 7.04 Trustee May Hold Bonds. The Trustee and its officers and directors may acquire and hold, or become pledgees of Bonds and otherwise may deal with the County and the Borrower in the same manner and to the same extent and with like effect as though it were not Trustee hereunder.

Section 7.05 Trust Imposed. All money received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received.

Section 7.06 Compensation of Trustee. The Trustee shall be entitled to its acceptance fee and its annual administration fee, payable by the Borrower pursuant to the Financing Agreement, in connection with the services rendered by it in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties of the Trustee hereunder. The Trustee shall be entitled to extraordinary fees and expenses in connection with any Extraordinary Services performed consistent with the duties hereunder or under any of the Loan Documents, payable by the Borrower; provided the Trustee shall not incur any extraordinary fees and expenses without the consent of the Bondholder Representative (except that no consent shall be required if an Event of Default under 6.01(b) has occurred and is continuing). If any property, other than cash, shall at any time be held by the Trustee subject to this Indenture, or any supplemental indenture, as security for the Bonds, the Trustee, 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 to make advances for the purpose of preserving such property or of discharging tax liens or other liens or encumbrances thereon. Payment to the Trustee for its services and reimbursement to the Trustee for its expenses, disbursements, liabilities and advances, shall be limited to the sources described in the Financing Agreement and in Sections 4.11 and 6.05 hereof. The County shall have no liability for Trustee's fees, costs or expenses. Subject to the provisions of Section 7.09 hereof, the Trustee agrees that it shall continue to perform its duties hereunder (including, but not limited to, its duties as Paying Agent and Bond Registrar) and under the Loan Documents even in the event that money designated for payment of its fees shall be insufficient for such purposes or in the event that the Borrower fails to pay the Trustee's fees and expenses as required by the Financing Agreement.

The Borrower shall indemnify and hold harmless the Trustee and its officers, directors, officials, employees, agents, receivers, attorneys, accountants, advisors, consultants and servants, past, present or future, from and against (a) any and all claims by or on behalf of any Person arising from any cause whatsoever in connection with this Indenture or transactions contemplated hereby, the Project, or the issuance of the Bonds; (b) any and all claims arising from any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Project, or the issuance of the Bonds; and (c) all costs, counsel fees, expenses or liabilities incurred in connection with any such claim or proceeding brought thereon; except that the Borrower shall not be required to indemnify any Person for damages caused by the gross negligence, willful misconduct or unlawful acts of such Person or which arise from events occurring after the Borrower ceases to own the Project. In the event that any action or proceeding is brought or claim made against the Trustee, or any of its officers, directors, officials, employees, agents, receivers, attorneys, accountants, advisors, consultants or servants, with respect to which indemnity may be sought hereunder, the Borrower, upon written notice thereof from the indemnified party, shall assume the investigation and defense thereof, including the employment of counsel and the payment of all expenses. The indemnified party shall have the right to approve a settlement to which it is a party and to employ separate counsel in any such action or proceedings and to participate in the investigation and defense thereof, and the Borrower shall pay the reasonable fees and expenses

of such separate counsel. The provisions of this Section shall survive the termination of this Indenture.

Section 7.07 Qualifications of Trustee. There shall at all times be a Trustee hereunder which shall be an association or a corporation organized and doing business under the laws of the United States of America or any state thereof, authorized under such laws to exercise corporate trust powers. Any successor Trustee shall have a combined capital and surplus of at least \$50,000,000 (or shall be a wholly owned subsidiary of an association or corporation that has such combined capital and surplus), and be subject to supervision or examination by federal or state authority, or shall have been appointed by a court of competent jurisdiction pursuant to Section 7.09. If such association or corporation publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority referred to above, then for the purposes of this Section, the combined capital and surplus of such association or corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section and another association or corporation is eligible, the Trustee shall resign immediately in the manner and with the effect specified in Section 7.09.

Section 7.08 Merger of Trustee. Any association or corporation into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any association or corporation resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party shall, ipso facto, be and become successor Trustee hereunder and vested with all the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding, and shall also be and become successor Trustee in respect of the beneficial interest of the Trustee in the Loan.

Section 7.09 Resignation by the Trustee. The Trustee may at any time resign from the trusts hereby created by giving written notice to the County, the Borrower and the Bondholder Representative, and by giving notice by certified mail or overnight delivery service to each Holder of the Bonds then Outstanding. Such notice to the County, the Borrower and the Bondholder Representative may be served personally or sent by certified mail or overnight delivery service. The resignation of the Trustee shall not be effective until a successor Trustee has been appointed as provided herein and such successor Trustee shall have agreed in writing to be bound by the duties and obligations of the Trustee hereunder.

Section 7.10 Removal of the Trustee. The Trustee may be removed at any time, either with or without cause, with the consent of the Bondholder Representative (which consent of the Bondholder Representative shall not be unreasonably withheld and which approval shall be deemed given after fifteen (15) days if the Bondholder Representative has not responded to a written request for such approval) by a written instrument signed by the County and delivered to the Trustee and the Borrower, and if an Event of Default shall have occurred and be continuing, other than an Event of Default under Section 6.01(b), by a written instrument signed by the Bondholder Representative and delivered to the Trustee, the County and the Borrower. The Trustee may also be removed, if an Event of Default under Section 6.01(b) shall have occurred and be continuing, by a written instrument or concurrent instruments signed by the Holders of more than 51% of the aggregate principal amount of the Bonds then Outstanding and delivered to the Trustee, the County, the Borrower and the Bondholder Representative. The Trustee may also be removed by the Bondholder Representative following notice to the County and after a thirty (30) day period during which the County may attempt to cause the

Trustee to discharge its duties in a manner acceptable to Bondholder Representative, the Borrower and to each registered Owner of Bonds then Outstanding as shown on the Bond Registrar. Any such removal shall take effect on the day specified in such written instrument(s), but the Trustee shall not be discharged from the trusts hereby created until a successor Trustee has been appointed and has accepted such appointment and has agreed in writing to be bound by the duties and obligations of the Trustee hereunder.

Section 7.11 Appointment of Successor Trustee.

(a) In case at any time the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or shall be adjudged a bankrupt or insolvent, or if a receiver of the Trustee or of its property shall be appointed, or if a public supervisory office shall take charge or control of the Trustee or of its property or affairs, a vacancy shall forthwith and ipso facto be created in the office of such Trustee hereunder, and the County, with the written consent of the Bondholder Representative (which consent shall not be unreasonably withheld and which consent shall be deemed given after fifteen (15) days if the applicable party has not responded to a written request from the County for such consent), shall promptly appoint a successor Trustee. Any such appointment shall be made by a written instrument executed by an Authorized Officer of the County.

(b) If, in a proper case, no appointment of a successor Trustee shall be made pursuant to subsection (a) of this Section 7.11 within sixty (60) days following delivery of all required notices of resignation given pursuant to Section 7.09 or of removal of the Trustee pursuant to Section 7.10, the retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. The court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Section 7.12 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the County a written instrument accepting such appointment hereunder, accepting assignment of the beneficial interest in the Mortgage, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the Trust Estate and the rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the County, the Borrower or the Bondholder Representative, or of its successor, and upon payment of all amounts due such predecessor, including but not limited to fees and expenses of counsel, execute and deliver such instruments as may be appropriate to transfer to such successor Trustee all the Trust Estate and the rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and money held by it as Trustee hereunder to its successor. Should any instrument in writing from the County be required by a successor Trustee for more fully and certainly vesting in such successor the Trust Estate and all rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the County. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed and/or recorded by the successor Trustee in each recording office where this Indenture shall have been filed and/or recorded. Each successor Trustee shall mail notice by first class mail, postage prepaid, at least once within 30 days of such appointment, to the Owners of all Bonds Outstanding at their addresses on the Bond Register.

Section 7.13 Successor Trustee as Trustee, Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which shall have resigned or

shall have been removed shall cease to be trustee and paying agent on the Bonds and Bond Registrar, and the successor Trustee shall become such Trustee, Paying Agent and Bond Registrar.

Section 7.14 Appointment of Co Trustee or Separate Trustee. It is the intent of the County and the Trustee that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under or connected with this Indenture, the Financing Agreement or any of the other Loan Documents, and, in particular, in case of the enforcement of any remedies on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein or therein granted to the Trustee or hold title to the properties in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee, with the consent of the County, appoint an additional individual or institution as a co trustee or separate trustee.

In the event that the Trustee appoints an additional individual or institution as a co trustee or separate trustee, in the event of the incapacity or lack of authority of the Trustee, by reason of any present or future law of any jurisdiction, to exercise any of the rights, powers, trusts and remedies granted to the Trustee herein or to hold title to the Trust Estate or to take any other action that may be necessary or desirable in connection therewith, each and every remedy, power, right, obligation, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be imposed upon, exercised by or vested in or conveyed to the Trustee with respect thereto shall be imposed upon, exercisable by and vest in such separate trustee or co-trustee, but only to the extent necessary to enable such co trustee or separate trustee to exercise such powers, rights, trusts and remedies, and every covenant and obligation necessary to the exercise thereof by such co trustee or separate trustee shall run to and be enforceable by either of them, subject to the remaining provisions of this Section 7.14. Such co trustee or separate trustee shall deliver an instrument in writing acknowledging and accepting its appointment hereunder to the County and the Trustee.

Should any instrument in writing from the County be required by the co trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the County, the Trustee and the Borrower. If the County shall fail to deliver the same within thirty (30) days of such request, the Trustee is hereby appointed attorney-in-fact for the County to execute, acknowledge and deliver such instruments in the County's name and stead. In case any co trustee or separate trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such co trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such co trustee or separate trustee.

Every co trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

- (a) The Bonds shall be authenticated and delivered, and all rights, powers, trusts, duties and obligations by this Indenture conferred upon the Trustee in respect of the custody, control or management of money, papers, securities and other personal property shall be exercised solely by the Trustee;

(b) all rights, powers, trusts, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon or exercised or performed by the Trustee, or by the Trustee and such co trustee, or separate trustee jointly, as shall be provided in the instrument appointing such co trustee or separate trustee, except to the extent that under the law of any jurisdiction in which any particular act or acts are to be performed the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co trustee or separate trustee;

(c) any request in writing by the Trustee to any co trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking or the refraining from taking of such action by such co trustee or separate trustee;

(d) any co trustee or separate trustee to the extent permitted by law shall delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise;

(e) the Trustee at any time by an instrument in writing with the concurrence of the County evidenced by a certified resolution may accept the resignation of or remove any co trustee or separate trustee appointed under this Section and in case an Event of Default shall have occurred and be continuing, the Trustee shall have power to accept the resignation of or remove any such co trustee or separate trustee without the concurrence of the County, and upon the request of the Trustee, the County shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal; and a successor to any co trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section;

(f) no Trustee or co-trustee hereunder shall be personally liable by reason of any act or omission of any other Trustee hereunder;

(g) any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing executed by the Bondholders and delivered to the Trustee shall be deemed to have been delivered to each such co trustee or separate trustee; and

(h) any money, papers, securities or other items of personal property received by any such co trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Trustee.

The total compensation of the Trustee and co trustee or separate trustee shall be as, and may not exceed the amount, provided in Section 7.06 hereof.

Section 7.15 Notice of Certain Events. The Trustee shall give written notice to the County and the Bondholder Representative of any failure by the Borrower to comply with the terms of the Regulatory Agreement of which a Responsible Officer has actual knowledge.

Section 7.16 Additional Payments. The Trustee shall transfer the Additional Payments constituting the County Annual Fee, as defined in the Regulatory Agreement, to or at the direction of the County when due, to the extent of amounts received from the Borrower therefor.

Section 7.17 Filing of Financing Statements. The Trustee shall, at the expense of the Borrower, file or record or cause to be filed or recorded all UCC continuation statements for the

purpose of continuing without lapse the effectiveness of those financing statements which have been filed on or approximately on the Closing Date in connection with the security for the Bonds pursuant to the authority of the UCC. Upon the filing of any such continuation statement the Trustee shall immediately notify the County, the Borrower, the Bondholder Representative that the same has been done. If direction is given by the Bondholder Representative, the Trustee shall file all continuation statements in accordance with such direction.

ARTICLE VIII

SUPPLEMENTAL INDENTURES AND AMENDMENTS OF CERTAIN DOCUMENTS

Section 8.01 Supplemental Indentures Not Requiring Consent of Bondholders. The County and the Trustee may from time to time and at any time, without the consent of, or notice to, any of the Bondholders, but with the prior written consent of the Bondholder Representative, and subject to the Subordination Agreement, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

- (a) to cure any formal defect, omission, inconsistency or ambiguity herein in a manner not materially adverse to the Holder of any Bond to be Outstanding after the effective date of the change;
- (b) to grant to or confer upon the Trustee for the benefit of the Holders of the Bonds any additional rights, remedies, powers or authority that may lawfully be granted or conferred and that are not contrary to or inconsistent with this Indenture or the rights of the Trustee hereunder as theretofore in effect;
- (c) to subject to the lien and pledge of this Indenture additional revenues, properties or collateral;
- (d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under any state blue sky laws;
- (e) to make such additions, deletions or modifications as may be, in the opinion of Bond Counsel delivered to the County and the Trustee, necessary to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds; or
- (f) to modify, amend or supplement this Indenture in any other respect which is not materially adverse to the Holders of the Bonds to be Outstanding after the effective date of the change and which does not involve a change described in Section 8.02.

Section 8.02 Supplemental Indentures Requiring Consent of Bondholders. With the prior written consent of the Bondholder Representative, and subject to the Subordination Agreement, the Holders of more than 51% of the aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, to consent to and approve the execution by the County and the Trustee of such indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the County for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided, however, that nothing in this Section contained shall permit, or be

construed as permitting, (a) an extension of the time for payment of, or an extension of the stated maturity or reduction in the principal amount or reduction in the rate of interest on or extension of the time of payment, of interest on, or reduction of any premium payable on the redemption of, any Bonds, or a reduction in the Borrower's obligation on the Note, without the consent of the Holders of all of the Bonds then Outstanding, (b) the creation of any lien prior to or on a parity with the lien of this Indenture, (c) a reduction in the aforesaid percentage of the principal amount of Bonds which is required in connection with the giving of consent to any such supplemental indenture, without the consent of the Holders of all of the Bonds then Outstanding, (d) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, (e) a privilege or priority of any Bond over any other Bonds, or (f) any action that results in the interest on the Bonds becoming included in gross income for federal income tax purposes.

If at any time the County shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed, postage prepaid, to all registered Bondholders and to the Bondholder Representative. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Bondholders.

Thirty (30) days after the date of the mailing of such notice, the County and the Trustee may enter into such supplemental indenture substantially in the form described in such notice, but only if there shall have first been or is simultaneously delivered to the Trustee the required consents, in writing, of the Bondholder Representative and the Holders of not less than the percentage of Bonds required by this Section 8.02. If the Holders of not less than the percentage of Bonds required by this Section 8.02 shall have consented to and approved the execution and delivery of a supplemental indenture as provided herein, no Holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the County from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section 8.02 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith. The Trustee may rely upon an opinion of counsel as conclusive evidence that execution and delivery of a supplemental indenture has been effected in compliance with the provisions of this Article VIII.

Anything in this Article VIII to the contrary notwithstanding, unless the Borrower shall then be in default of any of its obligations under the Financing Agreement, the Regulatory Agreement, the Note or the Mortgage, a supplemental indenture under this Article VIII which affects any rights of the Borrower shall not become effective unless and until the Borrower shall have expressly consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture to be mailed by certified or registered mail to the Borrower or the Borrower's attorney at least fifteen (15) days prior to the proposed date of execution and delivery of any supplemental indenture.

Notwithstanding any other provision of this Indenture, the County and the Trustee may consent to any supplemental indenture upon receipt of the consent of the Bondholder Representative, the Holders of all Bonds then Outstanding and, as applicable, the Borrower.

Section 8.03 Amendments to Financing Agreement Not Requiring Consent of Bondholders. The Trustee shall, without the consent of, or notice to, the Bondholders, but with

the consent of the Borrower and the Bondholder Representative, and subject to the Subordination Agreement, consent to any amendment, change or modification of the Financing Agreement as follows:

- (a) as may be required by the provisions of Financing Agreement or this Indenture;
- (b) to cure any formal defect, omission, inconsistency or ambiguity in the Financing Agreement in a manner not materially adverse to the Holder of any Bond to be Outstanding after the effective date of the change;
- (c) to make such additions, deletions or modifications as may be necessary, in the opinion of Bond Counsel delivered to the County and the Trustee, to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds; or
- (d) to modify, amend or supplement the Financing Agreement in any other respect which is not materially adverse to the Trustee or Holders of the Bonds to be Outstanding after the effective date of the change and which does not involve a change described in Section 8.04.

Section 8.04 Amendments to Financing Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications of the Financing Agreement as provided in Section 8.03 hereof, neither the County nor the Trustee shall consent to any other amendment, change or modification of the Financing Agreement without the consent of the Bondholder Representative, and the Borrower and without the giving of notice and the written approval or consent of the Holders of at least 51% of the aggregate principal amount of the Bonds then Outstanding given and procured in accordance with the procedure set forth in Section 8.02 hereof; provided, however, that nothing contained in this Section 8.04 shall permit, or be construed as permitting, any amendment, change or modification of the Borrower's obligation to make the payments required under the Financing Agreement without the consent of the Holders of all of the Bonds then Outstanding. If at any time the County and the Borrower shall request the consent of the Trustee to any such proposed amendment, change or modification of the Financing Agreement, the Trustee shall cause notice of such proposed amendment, change or modification to be given in the same manner as provided in Section 8.02 hereof. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the Principal Office of the Trustee for inspection by Bondholders.

Section 8.05 Reserved.

Section 8.06 Opinion of Bond Counsel Required. No supplement or amendment to the Financing Agreement or this Indenture, as described in this Article VIII, shall be effective until the County, the Trustee and the Bondholder Representative shall have received an opinion of Bond Counsel to the effect that such supplement or amendment is authorized or permitted by this Indenture and, upon execution and delivery thereof, will be valid and binding upon the County in accordance with its terms and will not cause interest on the Bonds to be includable in gross income of the Holders thereof for federal income tax purposes. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of Bond Counsel as conclusive evidence that (a) any proposed supplemental indenture or amendment permitted by this Article VIII complies with the provisions of this Indenture, (b) it is proper for the Trustee to join in the execution of that supplemental indenture or amendment under the provisions of this Article VIII, and (c) if applicable, such proposed supplemental indenture or amendment is not materially adverse to the interests of the Bondholders.

ARTICLE IX

SATISFACTION AND DISCHARGE OF INDENTURE

Section 9.01 Discharge of Lien. If the County shall pay or cause to be paid to the Holders of the Bonds the principal and interest to become due thereon at the times and in the manner stipulated therein and herein, in any one or more of the following ways:

- (a) by the payment of the principal of and interest on all Bonds Outstanding;
or
- (b) by the deposit or credit to the account of the Trustee, in trust, of money or securities in the necessary amount (as provided in Section 9.05) to pay the principal, redemption price and interest to the date established for redemption whether by redemption or otherwise; or
- (c) by the delivery to the Trustee, for cancellation by it, of all Bonds Outstanding.

and shall have paid all amounts due and owing to the Bondholder Representative hereunder, and shall have paid all fees and expenses of and any other amounts due to the Trustee, and if the County shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, then these presents and the estates and rights hereby granted shall cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the County such instruments in writing as shall be requisite to satisfy the lien hereof, and reconvey to the County the estate hereby conveyed, and assign and deliver to the County any interest in property at the time subject to the lien of this Indenture which may then be in its possession, except amounts held by the Trustee for the payment of principal of, interest, on the Bonds, or the payment of any amounts owed to the United States pursuant to Section 4.13.

Any Outstanding Bond shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section 9.01 if, under circumstances which do not cause interest on the Bonds to become includable in the Holders' gross income for purposes of federal income taxation, the following conditions shall have been fulfilled: (a) in case such Bond is to be redeemed on any date prior to its maturity, the Trustee shall have given to the Bondholder irrevocable notice of redemption of such Bond on said date; (b) there shall be on deposit with the Trustee, pursuant to Section 9.05 hereof, either money or direct obligations of the United States of America in an amount, together with anticipated earnings thereon (but not including any reinvestment of such earnings), which will be sufficient to pay, when due, the principal or redemption price, if applicable, and interest due and to become due on such Bond on the redemption date or Maturity Date thereof, as the case may be; and (c) in the case of Bonds which do not mature or will not be redeemed within Sixty (60) days of such deposit, the Trustee shall have received a verification report of a firm of certified public accountants reasonably acceptable to the Trustee as to the adequacy of the amounts so deposited to fully pay the Bonds deemed to be paid.

The Trustee shall in no event cause the Bonds to be optionally redeemed from money deposited pursuant to this Article IX unless the requirements of Article III have been met with respect to such redemption.

Section 9.02 Reserved.

Section 9.03 Discharge of Liability on Bonds. Upon the deposit with the Trustee, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.01) to pay or redeem Outstanding Bonds (whether upon or prior to their maturity or the redemption date of such Bonds) provided that, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Article III provided or provision satisfactory to the Trustee shall have been made for the giving of such notice, all liability of the County in respect of such Bonds shall cease, terminate and be completely discharged, except only that thereafter the holders thereof shall be entitled to payment by the County, and the County shall remain liable for such payment, but only out of the money or securities deposited with the Trustee as aforesaid for their payment, subject, however, to the provisions of Section 9.04.

Section 9.04 Payment of Bonds After Discharge of Indenture. Notwithstanding any provisions of this Indenture, and subject to applicable unclaimed property laws of the State, any money deposited with the Trustee or any paying agent in trust for the payment of the principal of, interest on the Bonds remaining unclaimed for two (2) years after the payment thereof, to the extent permitted by applicable law, shall be paid to the Borrower, whereupon all liability of the County and the Trustee with respect to such money shall cease, and the holders of the Bonds shall thereafter look solely to the Borrower for payment of any amounts then due. All money held by the Trustee and subject to this Section 9.04 shall be held uninvested and without liability for interest thereon.

Section 9.05 Deposit of Money or Securities With Trustee. Whenever in this Indenture it is provided or permitted that there be deposited with or credited to the account of or held in trust by the Trustee money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held shall consist of:

(a) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which there shall have been furnished to the Trustee proof satisfactory to it that notice of such redemption on a specified redemption date has been duly given or provision satisfactory to the Trustee shall be made for such notice, the amount so to be deposited or held shall be the principal amount of such Bonds and interest thereon to the redemption date; or

(b) noncallable and nonprepayable direct obligations of the United States of America or noncallable and nonprepayable obligations which as to principal and interest constitute full faith and credit obligations of the United States of America, in such amounts and maturing at such times that the proceeds of said obligations received upon their respective maturities and interest payment dates, without further reinvestment, will provide funds sufficient, in the opinion of a nationally recognized firm of certified public accountants, to pay the principal and interest to maturity, or to the redemption date, as the case may be, with respect to all of the Bonds to be paid or redeemed, as such principal and interest become due; provided that the Trustee shall have been irrevocably instructed by the County to apply the proceeds of said obligations to the payment of said principal and interest with respect to such Bonds.

ARTICLE X

INTENTIONALLY OMITTED

ARTICLE XI

MISCELLANEOUS

Section 11.01 Consents and Other Instruments of Bondholders. Any consent, request, direction, approval, waiver, objection, appointment or other instrument required by this Indenture to be signed and executed by the Bondholders may be signed and executed in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such instrument, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such instrument, namely:

(a) the fact and date of the execution by any Person of any such instrument 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 instrument acknowledged the execution thereof. Where such execution is by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such affidavit or certificate shall also constitute sufficient proof of such authority;

(b) the ownership of registered Bonds shall be proved by the Bond Register;
and

(c) any request, consent or vote of the Holder of any Bond shall bind every future Holder of the same Bond and the Holder of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or permitted to be done by the Trustee or the County in pursuance of such request, consent or vote.

Section 11.02 Reserved.

Section 11.03 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any Person other than the Parties hereto, the Bondholder Representative, the Borrower and the Holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions hereof.

Section 11.04 Severability. If any provision of this Indenture shall be held or deemed to be, or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 11.05 Notices.

(a) Any provision of this Indenture relating to the mailing of notice or other communication to Bondholders shall be deemed fully complied with if such notice or other communication is mailed, by first class mail, postage prepaid, to each registered Owner of any Bonds then Outstanding at the address of such registered Owner as it appears on the Bond Register. 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.

Any notice, request, complaint, demand, communication or other paper required or permitted to be delivered to the County, the Trustee, the Bondholder Representative, or the Borrower shall be sufficiently given and shall be deemed given (unless another form of notice shall be specifically set forth herein) on the Business Day following the date on which such notice or other communication shall have been delivered to a national overnight delivery service (receipt of which to be evidenced by a signed receipt from such overnight delivery service) addressed to the appropriate party at the addresses set forth below or as may be required or permitted by this Indenture by Electronic Notice or by a facsimile transmission for which a confirmation of receipt has been delivered. The County, the Trustee, the Bondholder Representative, or the Borrower may, by notice given as provided in this paragraph, designate any further or different address to which subsequent notices or other communication shall be sent.

The County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, California 94553
Attention: Community Development Bond
Program Manager

The Trustee: Wilmington Trust, National Association
650 Town Center Drive, Suite 600
Costa Mesa, CA 92626-7121
Attention: Corporate Trust Service

The Borrower: Richmond Nevin Associates
c/o The Pacific Companies
430 E. State Street, Suite 100
Eagle, ID 83616
Attention: Caleb J. Roope
Telephone: (208) 461-0022

and to: Central Valley Coalition for Affordable Housing
3351 M Street, Suite 100
Merced, CA 95348
Attention: Christina Alley
Telephone: (209) 388-0782 ext. 302
Facsimile: (209) 385-3770

with a copy to:	Haden Law Office 2241 N Street Merced, CA 95340-3614 Attention: Robert Haden Telephone: (209) 723-3247 Facsimile: (209)722-5288
and a copy to:	[Boston Capital]
and a copy to:	Holland & Knight 10 St. James Avenue, 11th Floor Boston, MA 02116 Attention: Jennifer Whalen, Esq. Telephone: (617) 855-1454
and a copy to:	Applegate & Thorne-Thomsen, P.C. 626 W. Jackson, Suite 400 Chicago, IL 60661 Attention: Warren Wenzloff, Esq.
The Bondholder Representative:	Bonneville Affordable Housing Capital, LLC 111 Main Street, Suite 1600 Salt Lake City, UT 84111 Attention: Brent H. Peterson Telephone: (801) 323-1000

The Trustee agrees to accept and act upon facsimile transmission of written instructions and/or directions pursuant to this Indenture, provided, however, that subsequent to such facsimile transmission of written instructions, the originally executed instructions and/or directions shall be provided to the Trustee in a timely manner.

(b) The Trustee shall provide to the Bondholder Representative (i) prompt notice of the occurrence of any Event of Default pursuant to Section 6.01 hereof and (ii) any written information or other written communication received by the Trustee hereunder within ten (10) Business Days of receiving a written request from the Bondholder Representative for any such information or other communication.

Section 11.06 Reserved.

Section 11.07 Trustee as Paying Agent and Bond Registrar. The Trustee is hereby designated and agrees to act as Paying Agent and Bond Registrar for and in respect to the Bonds. When acting in either such capacity, the Trustee will receive the same rights, protections and indemnifications afforded to the Trustee hereunder.

Section 11.08 Payments Due on Non Business Days. In any case where a date of payment with respect to any Bonds shall be a day other than a Business Day, then such payment need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on such date, and no interest shall accrue for the period after such date providing that payment is made on such next succeeding Business Day.

Section 11.09 Counterparts. This Indenture 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.

Section 11.10 Choice of Law and Venue. This Indenture and the Bonds are contracts made under the laws of the State and shall be governed by and construed in accordance with the Constitution and laws applicable to contracts made and performed in the State. This Indenture and the Bonds shall be enforceable in the State, and any action arising out of this Indenture or the Bonds shall be filed and maintained in the County unless the County waives this requirement.

Section 11.11 No Recourse. No recourse under or upon any obligation, covenant or agreement contained in this Indenture or in any Bond shall be had against any supervisor, officer or employee (past, present or future) of the County, either directly or through the County or its governing body or otherwise, for the payment for or to the County or any receiver thereof, or for or to the Holder of any Bond issued hereunder, or otherwise, of any sum that may be due and unpaid by the County or its governing body upon any such Bond. Any and all personal liability of every nature whether at common law or in equity or by statute or by constitution or otherwise of any such supervisor, officer or employee, as such, to respond by reason of any act of omission on his/her part or otherwise, for the payment for or to the Holder of any Bond issued hereunder or otherwise of any sum that may remain due and unpaid upon any Bond hereby secured is, by the acceptance of such Bond by the Owner, expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of the Bonds.

[Signature Pages Follow]

IN WITNESS WHEREOF, COUNTY OF CONTRA COSTA, CALIFORNIA, has caused this Indenture to be signed in its name by its duly authorized officer and WILMINGTON TRUST, NATIONAL ASSOCIATION, in token of its acceptance of the trust created hereunder, has caused this Indenture to be signed in its name by its duly authorized officer, all as of the day and year first above written.

COUNTY OF CONTRA COSTA, CALIFORNIA

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

[Signature page – Indenture of Trust - Twenty One and Twenty Three Nevin Apartments – 2017B-B2]

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee

By: _____
Brian Buchanan,
Vice President

[Signature page – Indenture of Trust - Twenty One and Twenty Three Nevin Apartments – 2017B-B2]

EXHIBIT A
FORM OF BOND

NO. R-___

\$25,000,000.00

COUNTY OF CONTRA COSTA
LIMITED OBLIGATION MULTIFAMILY HOUSING REVENUE SUBORDINATE BONDS
(TWENTY ONE AND TWENTY THREE NEVIN APARTMENTS),
SERIES 2017B-B2

BY POSSESSION OF THIS BOND, THE HOLDER CERTIFIES THAT IT IS AN APPROVED INSTITUTIONAL BUYER OR AN ACCREDITED INVESTOR, AS DEFINED IN THE INDENTURE REFERRED TO HEREIN. THE HOLDER HEREOF, BY THE ACCEPTANCE OF THIS BOND, ACKNOWLEDGES THAT THE TRUSTEE IS PROHIBITED FROM REGISTERING THE OWNERSHIP OR TRANSFER OF OWNERSHIP OF THIS BOND TO ANY PERSON WITHOUT RECEIPT OF AN EXECUTED INVESTOR LETTER, AS DEFINED IN AND ATTACHED TO THE INDENTURE.

MATURITY DATE	DATED DATE	INTEREST RATE
_____ 1, _____	December 20, 2017	5.0%

REGISTERED OWNER:

PRINCIPAL AMOUNT: TWENTY-ONE MILLION DOLLARS

The COUNTY OF CONTRA COSTA, CALIFORNIA, a political subdivision and body corporate and politic of the State of California (the "County"), 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 set forth above, the principal sum set forth above and to pay (but only out of Revenues as hereinafter provided) interest on the balance of said principal amount from time to time remaining unpaid from and including the date hereof until payment of said principal amount has been made or duly provided for, at the rate, compounding basis and on the dates determined as described herein and in the Indenture (as hereinafter defined). The principal of and, on this Bond are payable at final maturity, acceleration or redemption in lawful money of the United States of America upon surrender hereof at the principal corporate trust office of Wilmington Trust, National Association, in Costa Mesa, California, as Trustee, or its successor in trust (the "Trustee"). Payment of the interest on any Bond shall be made on each Interest Payment Date (as hereinafter defined) to the Person appearing on the bond registration books of the Bond Registrar as the Owner thereof on the Record Date, such interest to be paid by the Paying Agent (i) to such Owner by check or draft mailed on the Interest Payment Date, to such Owner's address as it appears on the registration books or at such other address as has been furnished to the Bond Registrar as provided below, in writing by such Owner not later than the Record Date or (ii) upon written request, at least three Business Days prior to the applicable Record Date, to the Owner of Bonds aggregating not less than \$1,000,000 in principal amount, by wire transfer in immediately available funds at an account maintained in the United States at such wire address as such Owner shall specify in its written notice; except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Owner in whose name any such Bonds are registered at the close of business on the fifth to last Business Day next preceding the date of payment of such defaulted interest.

The Bonds are authorized to be issued pursuant to the Act, as defined in the Indenture. The Bonds are limited obligations of the County 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. Proceeds from the sale of the Bonds will be loaned by the County to Richmond Nevin Associates, a California Limited Partnership (the "Borrower") under the terms of a Financing Agreement, dated as of December 1, 2017 (the "Agreement"), among the County, the Borrower and the Trustee. The Bonds are all issued under and secured by and entitled to the benefits of an Indenture of Trust, dated as of December 1, 2017 (the "Indenture") between the County and the Trustee.

This Bond is one of a duly authorized issue of bonds of the County designated as the "County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B2", limited in aggregate principal amount of \$25,000,000 (the "Bonds"). Reference is hereby made to the Indenture and all indentures supplemental thereto for a description of the rights thereunder of the registered owners of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights and obligations of the County thereunder, to all of the provisions of the Indenture and of the Agreement the owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds are issued simultaneously with (a) the funding of the County's note designated as Limited Obligation Multifamily Housing Revenue Note (Twenty One and Twenty Three Nevin Apartments), Series 2017B (the "Governmental Lender Note") pursuant to that certain Funding Loan Agreement, dated as of December 1, 2017, between the County, as Governmental Lender thereunder, and Citibank, N.A., as Funding Lender thereunder, and (b) the issuance of the County's Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B1 (the "B-B1 Bonds" and, together with the Governmental Lender Note and related documents, as described more fully in the Indenture, the "Senior Obligations") pursuant to an Indenture of Trust, dated as of December 1, 2017, by and between the County and the Trustee, in its capacity as trustee for the B-B1 Bonds. As set forth in the Indenture, the Bonds are subordinate in all respects to the Senior Obligations.

This is a draw-down Bond. The principal amount of this Bond as of any given date shall be equal to (i) the total amount of principal advanced by the Bond Purchaser, less (ii) any payment of principal on the Bonds received by the Holders thereof. Principal amounts advanced by the Bond Purchaser shall be noted on the principal draw-down schedule attached to this Bond and acknowledged thereon by the Trustee.

Notwithstanding anything herein to the contrary, the aggregate purchase price of the Bonds funded by the Owners may not exceed \$5,000,000, and no additional amounts may be funded beyond such amount, unless such additional draws are applied, pursuant to a written direction signed by an Authorized Officer of the Borrower, to the concurrent redemption of a like amount of B-B1 Bonds.

THE BONDS ARE LIMITED OBLIGATIONS OF THE COUNTY, PAYABLE SOLELY FROM THE REVENUES AND THE TRUST ESTATE PLEDGED AND ASSIGNED UNDER THE INDENTURE. NEITHER THE COUNTY, NOR THE STATE OF CALIFORNIA (THE "STATE") OR ANY POLITICAL SUBDIVISION THEREOF (EXCEPT THE COUNTY, TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE), NOR ANY PUBLIC AGENCY SHALL IN ANY EVENT BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM (IF ANY) OR INTEREST ON THE BONDS OR FOR THE PERFORMANCE OF ANY PLEDGE, OBLIGATION

OR AGREEMENT OF ANY KIND WHATSOEVER EXCEPT AS SET FORTH IN THE INDENTURE, AND NONE OF THE BONDS OR ANY OF THE COUNTY'S AGREEMENTS OR OBLIGATIONS SHALL BE CONSTRUED TO CONSTITUTE AN INDEBTEDNESS OF OR A PLEDGE OF THE FAITH AND CREDIT OF OR A LOAN OF THE CREDIT OF OR A MORAL OBLIGATION OF ANY OF THE FOREGOING WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER.

All capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

The Bonds are issuable as fully registered bonds without coupons in denominations of \$250,000 or any dollar amount in excess thereof (herein "Authorized Denominations"). Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, Bonds may be exchanged at the Principal Trust Office of the Trustee, for a like aggregate principal amount of Bonds of other Authorized Denominations.

The Bonds may only be held by, or transferred to, an Accredited Investor or an Approved Institutional Buyer executing and delivering an Investor Letter in the form attached as Exhibit B to the Indenture.

This Bond is transferable by the registered owner hereof, in person, or by its attorney duly authorized in writing, at the Principal Trust Office of the Trustee, but only in the manner, subject to the limitations 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 or Bonds, in an Authorized Denomination or Denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor, subject to the provisions of the Indenture described in the preceding paragraph. The County, the Trustee and the Bond Registrar may treat the registered owner hereof as the absolute owner hereof for all purposes, and the County, the Trustee and the Bond Registrar shall not be affected by any notice to the contrary.

Interest on the Bonds

Interest Payment Date has the meaning set forth in the Indenture.

Record Date means the 15th day of the month prior to an Interest Payment Date.

Redemption of Bonds

The Bonds are subject to optional, mandatory and extraordinary redemption as set forth in the Indenture.

General Matters

The owner of this Bond shall have no right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon the Indenture, except as provided in the Indenture.

No recourse shall be had for the payment of the principal of, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained, against any past, present or future supervisor, officer, employee or agent of the County, or through the County, or any successor to the County, 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 supervisor, officer, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of any of the Bonds.

Amendments Permitted

The Indenture contains provisions permitting the County and the Trustee to execute supplemental indentures with the written consent of the Bondholder Representative and the Owners of more than fifty-one percent (51%) in aggregate principal amount of Bonds at the time Outstanding, subject to certain conditions as set forth in the Indenture.

The Indenture also contains provisions permitting the County and the Trustee to execute supplemental indentures, without consent of the Owners of the Bonds, subject to certain conditions as set forth in the Indenture.

The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of transfer and exchange of Bonds and of payment of the principal of and interest on the Bonds as the same become due and payable, including a provision that under certain circumstances the Bonds shall be deemed to be paid if certain securities, as defined therein, maturing as to principal and interest in such amounts and at such times as to ensure the availability of sufficient moneys to pay the principal of, and interest on the Bonds and all necessary and proper fees, compensation and expenses of the Trustee shall have been deposited with the Trustee.

No member of the Board of Supervisors or officer of the County, nor any Person executing this Bond, shall in any event be subject to any personal liability or accountability by reason of the issuance of the Bonds.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in 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.

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 signed by the Bond Registrar.

In the event of any inconsistency between the provisions of this Bond and the provisions of the Indenture, the provisions of the Indenture shall control.

IN WITNESS WHEREOF, the COUNTY OF CONTRA COSTA, CALIFORNIA, has caused this Bond to be duly executed by the manual or facsimile signature of the Chair of its Board of Supervisors all as of the Dated Date set forth above.

COUNTY OF CONTRA COSTA,
CALIFORNIA

By: _____
Federal D. Glover,
Chair of the Board of Supervisors

FORM OF CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued under the provisions of and described in the within mentioned Indenture.

Date of Authentication: _____

WILMINGTON TRUST, NATIONAL
ASSOCIATION

By: _____
Authorized Signer

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Please insert Social Security Number or other identifying number of assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints attorney
to transfer the within Bond on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a
eligible guarantor.

NOTICE: The Signature to this assignment must
correspond with the name as it appears
upon the face of the within Bond in every
particular, without alteration or
enlargement or any change whatever.

PRINCIPAL DRAW-DOWN SCHEDULE

The unpaid principal balance of this Bond as indicated below is registered on the books of the Trustee in the name of the registered Holder hereof.

Date of Advance	Amount of Advance	Principal Balance Outstanding	Signature of Trustee
December 20, 2017	\$55,000.00	\$55,000.00	

EXHIBIT B

FORM OF INVESTOR LETTER
[To be prepared on letterhead of Purchaser]

[Date]

County of Contra Costa
651 Pine Street
Martinez, California 94553

Wilmington Trust, National Association
650 Town Center Drive, Suite 600
Costa Mesa, California 92626-7121
Attention: Corporate Trust Service

Re: County of Contra Costa Limited Obligation Multifamily Housing Revenue
Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series
2017B-B2

Ladies and Gentlemen:

The undersigned (the "Investor") hereby acknowledges receipt, [as transferee from the previous owner thereof,] of the above-referenced bonds (the "Bonds"), dated _____ and bearing interest from the date thereof, in fully registered form and in the aggregate principal amount of \$_____, constituting [all of] the Bonds currently outstanding.

The undersigned acknowledges that the Bonds were issued for the purpose of making a mortgage loan to Richmond Nevin Associates, a California Limited Partnership (the "Developer") to assist in the financing of the acquisition and construction of a certain multifamily rental housing development located in the City of Richmond, California (the "Project"), as more particularly described in that certain Indenture of Trust, dated as of December 1, 2017 (the "Indenture"), by and between the County of Contra Costa, California (the "County") and Wilmington Trust, National Association, as Trustee, which Indenture creates a security interest in Revenues for the benefit of the owners of the Bonds.

In connection with the sale of the Bonds to the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with its purchase of the Bonds.

2. The Investor is an Accredited Investor or an Approved Institutional Buyer (each as defined in the Indenture), and has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal obligations, to be able to, and is able to, evaluate the risks and merits of the investment represented by the Bonds.

3. The Bonds are being acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds for its own account and for an indefinite period of time, and does not intend at

this time to dispose of all or any part of the Bonds. The Investor 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.

4. The Investor understands that the Bonds are not registered under any federal or State of California securities law and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service and (d) will be delivered in a form which may not be readily marketable.

5. The Investor understands that (a) the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the County or the State of California or any political subdivision thereof, (b) the Bonds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the County or the State of California or any political subdivision thereof; and (c) the liability of the County with respect to the Bonds is limited to the Revenues as set forth in the Indenture.

6. The Investor acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information to which a reasonable investor would attach significance in making investment decisions with respect to the Bonds, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Borrower, the Project and the Bonds and the security therefor so that, as a reasonable investor, the Investor has been able to make its decision to purchase the Bonds. The Investor acknowledges that it has not relied upon the County for any information in connection with the Investor's purchase of the Bonds.

7. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor, and other material factors affecting the security and payment of the Bonds. The Investor is aware that the business of the Borrower involves certain economic variables and risks that could adversely affect the security for the Bonds.

8. The Investor acknowledges that it has the right to sell and transfer the Bonds, subject to the delivery to the Trustee of an investor's letter from the transferee to the same effect as this Investor's Letter, with no revisions except as may be approved in writing by the County, and subject to the other requirements of the Indenture. Failure to deliver such investor's letter shall cause the purported transfer to be null and void. The Investor agrees to indemnify and hold harmless the County with respect to any claim asserted against the County that is based upon our sale, transfer or other disposition of the Bonds in violation of the provisions of the Indenture.

Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Indenture.

Very truly yours,

[NAME OF INVESTOR]

By: _____
Name: _____
Title: _____

EXHIBIT C
LOAN FUND REQUISITION

Wilmington Trust, National Association, as Trustee

Re: County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments), Series 2017B-B2.

You are requested to disburse funds from the Loan Fund pursuant to Section 4.02 of the Indenture in the amount(s), to the person(s) and for the purpose(s) set forth in this requisition (the "Requisition"). The terms used in this requisition shall have the meaning given to those terms in the Indenture of Trust (the "Indenture"), dated as of December 1, 2017, by and between the County of Contra Costa, California and Wilmington Trust, National Association, as trustee, securing the above referenced Bonds.

REQUISITION NO.:

PAYMENT DUE TO:

AMOUNT(S) TO BE DISBURSED: \$_____ from the Loan Fund

The undersigned Borrower hereby represents and warrants that the following information and certifications provided in connection with this Requisition are true and correct as of the date hereof:

1. Purposes for which disbursement is requested are specified in the attached Schedule.

2. Party or parties to whom the disbursements shall be made are specified in the attached Schedule (may be the undersigned in the case of reimbursement for advances and payments made or cost incurred for work done by the undersigned); provided, that no reimbursement shall be made for advances and payments made prior to [_____, 20__]).

3. The undersigned certifies that:

(a) the disbursement requested pursuant to this Requisition will be used solely to pay a cost or costs allowable under the Indenture;

(b) none of the items for which disbursement is requested pursuant to this Requisition has formed the basis for any disbursement previously made from the Loan Fund and all such items have been properly recorded in Borrower's books and are set forth on the Schedule attached hereto, along with paid invoices attached for any sum for which reimbursement is requested and invoices or bills of sales for all other items;

(c) all labor and materials for which disbursements have been requested have been incorporated into the Project in accordance with reasonable and standard building practices;

(d) the materials, supplies and equipment furnished or installed for the improvements are not subject to any lien or security interest or that the funds to be disbursed pursuant to this Requisition are to be used to satisfy any such lien or security interest;

(e) all of the funds being requisitioned are being used in compliance with all tax covenants set forth in the Indenture, the Financing Agreement and the Tax Certificate, including that none of the proceeds of the Bonds (including investment earnings thereon) will be used to provide an airplane, a skybox or any other private luxury box, any facility primarily used for gambling, health club facility or any store the principal business of which is the sale of alcoholic beverages for consumption off premises;

(f) Not less than 97% of the sum of:

(A) the amounts requisitioned by this Requisition; plus

(B) all amounts previously requisitioned and disbursed from the Loan Fund;

have been or will be applied by Borrower to pay the Costs of the Project;

(g) the Borrower is not in default (and the funding of this Requisition will not cause Borrower to be in default) under the Financing Agreement or any Loan Documents to which it is a party and nothing has occurred to the knowledge of Borrower that would prevent the performance of its obligations under such documents;

(h) no amounts being requisitioned hereby will be used to pay, or reimburse, any costs of issuance incurred in connection with the issuance of the Bonds or pay debt service with respect to the Loan; and

(i) Funds deposited with the Borrower for further disbursement to third parties shall be paid to such third parties by check dated the date of such deposit and Borrower reasonably expects such funds will be disbursed from its account within five Business Days of such deposit.

IN WITNESS WHEREOF, the undersigned has executed this Requisition as of the day and date first above written.

RICHMOND NEVIN ASSOCIATES, A
CALIFORNIA LIMITED PARTNERSHIP

By: TPC Holdings VI, LLC,
an Idaho limited liability company
Its: Administrative General Partner

By: _____
Caleb Roope,
Manager

By: Central Valley Coalition for Affordable
Housing, a California nonprofit public
benefit corporation
Its: Managing General Partner

By: _____
Christina Alley,
Chief Executive Officer

03007.38:J14387

[Signature page – Requisition – Twenty One and Twenty Three Nevin – Series 2017B-B2]

CONSENTED TO BY:
CITIBANK, N.A., as Funding Lender

By: _____

Name: _____

Title: _____

03007.38;J14387

[Signature page – Requisition – Twenty One and Twenty Three Nevin – Series 2017B-B2]

EXHIBIT D
DRAW SCHEDULE

<u>Draw Down Date</u>	<u>Principal Amount</u>
Closing Date	\$55,000.00
[insert draw schedule for \$4,945,000]	

Balance of \$25,000,000 of Bonds funded if determined and to the extent determined to refund the B-B1 Bonds issued contemporaneously with the issuance of the Bonds.

BOND PURCHASE AGREEMENT

\$25,000,000.00

**COUNTY OF CONTRA COSTA
LIMITED OBLIGATION MULTIFAMILY HOUSING REVENUE SUBORDINATE BONDS
(TWENTY ONE AND TWENTY THREE NEVIN APARTMENTS)
SERIES 2017B-B2**

December 1, 2017

This Bond Purchase Agreement (this “**Agreement**”) is entered into between Bonneville Affordable Housing Capital, LLC, a Utah limited liability company (the “**Bond Purchaser**”), the County of Contra Costa (the “**Issuer**”), and Richmond Nevin Associates, A California Limited Partnership, as borrower (the “**Borrower**”), and acknowledged and agreed to by Wilmington Trust, National Association, as trustee (the “**Trustee**”), in connection with the above-referenced bonds of the Issuer (the “**Bonds**”).

WHEREAS, the Issuer issued the Bonds under an Indenture of Trust, dated as of December 1, 2017 (the “**Indenture**”), between the Issuer and the Trustee for the purpose of financing a portion of the acquisition and development of a multifamily residential development known as Twenty One and Twenty Three Nevin Apartments (the “**Project**”);

WHEREAS, the Bonds will be issued on a “draw-down” basis in accordance with Section 2.01(g) of the Indenture; and

WHEREAS, the Bond Purchaser, the Issuer and the Borrower desire to enter into a contractual arrangement confirming the terms under which the Bond Purchaser will commit to make installment purchases of the Bonds;

NOW, THEREFORE intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I

BOND PURCHASE OBLIGATION

Section 1.01 Defined Terms

Capitalized terms not otherwise defined in this Agreement will have the meanings given to such terms in the Indenture.

Section 1.02 Bond Purchaser to Fund Installment Purchases

The Bond Purchaser hereby agrees to fund the purchase price of the Bonds from time to time in accordance with the Draw Schedule attached to the Indenture as Exhibit D thereto.

Section 1.03 Confirmation of Indenture Terms.

The Bond Purchaser hereby approves the terms and provisions of the Indenture and, to the extent applicable, agrees to be bound by such terms.

ARTICLE II

ADDITIONAL PROVISIONS

Section 2.01 Limitation of Rights

With the exception of rights herein expressly conferred, nothing expressed or to be implied from this Agreement is intended or shall be construed to give to any Person other than the Parties hereto and the Trustee, any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions and provisions hereof.

Section 2.02 Severability

If any provision of this Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.

Section 2.03 Counterparts

This 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..

Section 2.05 Choice of Law and Venue

This Agreement is a contract made under the laws of the State of California and shall be governed by and construed in accordance with the Constitution and laws applicable to contracts made and performed in the State of California. This Agreement shall be enforceable in the State of California, and any action arising out of this Agreement shall be filed and maintained in the County of Sacramento, California, unless the Issuer waives this requirement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, sealed and delivered as of the day and year first written above. This Agreement may be simultaneously executed in several counterparts each of which shall be an original, but all of which shall constitute but one and the same instrument.

[Signatures begin on following page.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

BOND PURCHASER:

**BONNEVILLE AFFORDABLE HOUSING
CAPITAL, LLC**, a Utah limited liability company

By: _____
Brent H. Peterson
President

Signature Page to Bond Purchase Agreement

ISSUER:

COUNTY OF CONTRA COSTA, CALIFORNIA

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

Signature Page to Bond Purchase Agreement

BORROWER:

**RICHMOND NEVIN ASSOCIATES, A
CALIFORNIA LIMITED PARTNERSHIP**

By: Central Valley Coalition for Affordable
Housing, a California nonprofit public
benefit corporation
Its: Managing General Partner

By: _____
Christina A. Alley
Chief Executive Officer

By: TPC Holdings VI, LLC, an Idaho limited
liability company
Its: Administrative General Partner

By: _____
Caleb J. Roope
Manager

Agreed to and Acknowledged by:

TRUSTEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: _____
Brian A. Buchanan
Vice President

Signature Page to Bond Purchase Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Citibank, N.A.
Transaction Management Group/Post Closing
388 Greenwich Street, 8th Floor
New York, New York 10013
Attention: Tanya Jimenez
Nevin Apartments Deal ID No. 23913

**ASSIGNMENT OF DEED OF TRUST
AND LOAN DOCUMENTS**

**ASSIGNMENT OF DEED OF TRUST
AND LOAN DOCUMENTS**

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF CONTRA COSTA, CALIFORNIA, a political subdivision and body corporate and politic of the State of California (“**Assignor**”), pursuant to that certain Funding Loan Agreement by and among Assignor, **WILMINGTON TRUST, NATIONAL ASSOCIATION**, a national banking association, as fiscal agent, and **CITIBANK, N.A.**, a national banking association (“**Assignee**”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents assign, without recourse, to Assignee all of Assignor’s right, title and interest in and to, subject to the Unassigned Rights (as defined in that certain Funding Loan Agreement, dated as of the date hereof, by and between Assignor and Assignee), the instruments (“**Assigned Instruments**”) described on Schedule 1 attached hereto.

TOGETHER with the Note described in the Assigned Instruments, and the money due and to become due thereon, with the interest thereon, TO HAVE AND TO HOLD the same unto the said Assignee forever, subject only to all the provisions contained therein, AND the said Assignor hereby constitutes and appoints the Assignee as the Assignor’s true and lawful attorney, irrevocable in law or in equity, in the Assignor’s name, place and stead, but at Assignee’s cost and expense, to have, use and take all lawful ways and means for the recovery of all of the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could if these presents were not made.

Overriding Limitations. In no event shall Assignor:

(i) prosecute its action to a lien on the Project, as defined in that certain Borrower Loan Agreement by and between Richmond Nevin Associates, A California Limited Partnership, a California limited partnership (“**Borrower**”), and Assignor (the “**Borrower Loan Agreement**”); or

(ii) take any action which may have the effect, directly or indirectly, of impairing the ability of Borrower to timely pay the principal of, interest on, or other amounts due under, the Borrower Loan or of causing Borrower to file a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Borrower under any applicable liquidation, insolvency, bankruptcy, rehabilitation, composition, reorganization, conservation or other similar law in effect now or in the future; or

(iii) interfere with the exercise by Assignee or Servicer of any of their rights under the Borrower Loan Documents upon the occurrence of an event of default by Borrower under the Borrower Loan Documents; or

(iv) take any action to accelerate or otherwise enforce payment or seek other remedies with respect to the Borrower Loan.

Definitions. All capitalized terms that are used and are not defined herein shall have the respective meanings ascribed to them in the Borrower Loan Agreement. In all references herein

to any parties, persons, entities or corporations the use of any particular gender on the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Dated as of the 1st day of December, 2017 (the foregoing date is for reference purposes only and this Assignment shall not be effective until the Closing Date, as defined in the Borrower Loan Agreement).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Assignment of Deed of Trust and Loan Documents or caused this Assignment of Deed of Trust and Loan Documents to be duly executed and delivered by its authorized representative as of the date first set forth above.

ASSIGNOR:

**COUNTY OF CONTRA COSTA,
CALIFORNIA**, a political subdivision and body
corporate and politic of the State of California

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

CALIFORNIA ALL-PURPOSE 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 _____

On December __, 2017 before me, _____ (here insert name and title of the officer), personally appeared John Kopchik 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)

SCHEDULE 1
TO
ASSIGNMENT OF DEED OF TRUST
AND LOAN DOCUMENTS

ASSIGNEE:

Citibank, N.A.
388 Greenwich Street, 8th Floor
New York, New York 10013

ASSIGNED INSTRUMENTS:

1. Multifamily Note by Richmond Nevin Associates, a California Limited Partnership (“**Borrower**”), to Assignor dated as of the Closing Date, in the original principal amount of \$[85,000,000].
2. Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of the date hereof executed by Borrower for the benefit of Assignor securing the principal amount of up to \$[85,000,000], which is being recorded immediately prior hereto in the Recorder’s Office of Contra Costa County, State of California, and encumbers the real property (and improvements thereon) that is more particularly described on **Exhibit A**.

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property situated in the County of Costa Contra, State of California, described as follows:

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

WILMINGTON TRUST, NATIONAL ASSOCIATION
650 Town Center Drive, Suite 600
Costa Mesa, CA 92626-7121
Attn: Corporate Trust Service

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF JUNIOR DEED OF TRUST AND OTHER LOAN DOCUMENTS (B1)
[Issuer Assignment]

This Assignment of Junior Deed of Trust and Other Loan Documents ("**Assignment**") is dated as of December __, 2017, and is executed by the COUNTY OF CONTRA COSTA (the "**Assignor**"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as trustee (the "**Assignee**"), in accordance with the Indenture of Trust dated as of even date herewith (the "**Indenture**"), among the Assignor, as Issuer, and the Assignee, as Trustee.

Pursuant to the Indenture, Assignor is issuing County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments) Series 2017 B-B1, in the original aggregate principal amount of \$20,000,000.00 (the "**Bonds**"). Assignor has agreed to issue the Bonds in order to fund a loan in the maximum principal amount of Twenty Million and No/100 Dollars (\$20,000,000.00) (the "**Loan**") to Richmond Nevin Associates, a California Limited Partnership ("**Borrower**") from the proceeds of the sale of the Bonds. The Loan is evidenced by that certain Financing Agreement dated as of even date herewith by and among Borrower, Assignor and Assignee (the "**Financing Agreement**") and that certain promissory note (B1) dated as of even date herewith (the "**Note**") executed by Borrower in favor of Assignor in the aggregate principal amount of the Loan. The Note is secured by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "**Deed of Trust**"), executed by Borrower, as Trustor, to Wilmington Trust, National Association, as Trustee, in favor of Assignor, as Beneficiary, encumbering the real property and any and all improvements thereon described on Exhibit A attached hereto and incorporated herein by this reference ("**Property**").

RECITALS

The Borrower has:

- (A) executed and delivered to the Assignor the Financing Agreement and Note, evidencing the obligation of the Borrower to repay the Loan; and
- (B) executed and delivered to the Assignor the Deed of Trust, securing the obligations of the Borrower in connection with the Loan, recorded in the Official Records of San Mateo County, California, and relating to the Property.

The documents identified in paragraphs A and B 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**."

The 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 rights expressly reserved to the Assignor 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.

The 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 and this Assignment 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 Indenture.

Section 2. Assignment. The 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 for the benefit of the Bondholder Representative on behalf of the Bondholders excluding any right expressly reserved to the Assignor 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 Borrower, Assignee and Assignor; 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.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above written.

ASSIGNOR:

COUNTY OF CONTRA COSTA

By: _____
Authorized Signatory

Signature Page to Assignment of Deed of Trust

S-1

ASSIGNEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

Signature Page to Assignment of Deed of Trust

The undersigned, being the Borrower referred to in the foregoing Assignment, 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”

RICHMOND NEVIN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP

By: TPC Holdings VI, LLC,
an Idaho limited liability company
Its: Administrative General Partner

By: _____
Caleb Roope, Manager

By: Central Valley Coalition for Affordable Housing,
a California nonprofit public benefit corporation
Its: Managing General Partner

By: _____
Christina Alley, its Chief Executive Officer

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)
)
) SS:
COUNTY OF _____)

On _____, 2017 before me, _____
(insert name and title of the officer),

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]

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)
) ss:
COUNTY OF _____)

On _____, 2017 before me, _____
(insert name and title of the officer),

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]

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 _____, 2017 before me, _____
(insert name and title of the officer),

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]

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 _____, 2017 before me, _____
(insert name and title of the officer),

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]

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 _____, 2017 before me, _____
(insert name and title of the officer),

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

Exhibit A to Assignment of Deed of Trust

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

WILMINGTON TRUST, NATIONAL ASSOCIATION
650 Town Center Drive, Suite 600
Costa Mesa, CA 92626-7121
Attn: Corporate Trust Service

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF JUNIOR DEED OF TRUST AND OTHER LOAN DOCUMENTS (B2)
[Issuer Assignment]

This Assignment of Junior Deed of Trust and Other Loan Documents ("**Assignment**") is dated as of December __, 2017, and is executed by the COUNTY OF CONTRA COSTA (the "**Assignor**"), and WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as trustee (the "**Assignee**"), in accordance with the Indenture of Trust dated as of even date herewith (the "**Indenture**"), among the Assignor, as Issuer, and the Assignee, as Trustee.

Pursuant to the Indenture, Assignor is issuing County of Contra Costa Limited Obligation Multifamily Housing Revenue Subordinate Bonds (Twenty One and Twenty Three Nevin Apartments) Series 2017 B-B2, in the original aggregate principal amount of \$25,000,000.00 (the "**Bonds**"). Assignor has agreed to issue the Bonds in order to fund a loan in the maximum principal amount of Twenty Five Million and No/100 Dollars (\$25,000,000.00) (the "**Loan**") to Richmond Nevin Associates, a California Limited Partnership ("**Borrower**") from the proceeds of the sale of the Bonds. The Loan is evidenced by that certain Financing Agreement dated as of even date herewith by and among Borrower, Assignor and Assignee (the "**Financing Agreement**") and that certain promissory note (B1) dated as of even date herewith (the "**Note**") executed by Borrower in favor of Assignor in the aggregate principal amount of the Loan. The Note is secured by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "**Deed of Trust**"), executed by Borrower, as Trustor, to Wilmington Trust, National Association, as Trustee, in favor of Assignor, as Beneficiary, encumbering the real property and any and all improvements thereon described on Exhibit A attached hereto and incorporated herein by this reference ("**Property**").

RECITALS

The Borrower has:

- (A) executed and delivered to the Assignor the Financing Agreement and Note, evidencing the obligation of the Borrower to repay the Loan; and
- (B) executed and delivered to the Assignor the Deed of Trust, securing the obligations of the Borrower in connection with the Loan, recorded in the Official Records of San Mateo County, California, and relating to the Property.

The documents identified in paragraphs A and B 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**."

The 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 rights expressly reserved to the Assignor 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.

The 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 and this Assignment 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 Indenture.

Section 2. Assignment. The 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 for the benefit of the Bondholder Representative on behalf of the Bondholders excluding any right expressly reserved to the Assignor 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 Borrower, Assignee and Assignor; 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.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above written.

ASSIGNOR:

COUNTY OF CONTRA COSTA

By: _____
Authorized Signatory

Signature Page to Assignment of Deed of Trust

S-1

ASSIGNEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

Signature Page to Assignment of Deed of Trust

The undersigned, being the Borrower referred to in the foregoing Assignment, 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”

RICHMOND NEVIN ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP

By: TPC Holdings VI, LLC,
an Idaho limited liability company
Its: Administrative General Partner

By: _____
Caleb Roope, Manager

By: Central Valley Coalition for Affordable Housing,
a California nonprofit public benefit corporation
Its: Managing General Partner

By: _____
Christina Alley, its Chief Executive Officer

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 _____, 2017 before me, _____
(insert name and title of the officer),

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]

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)
) ss:
COUNTY OF _____)

On _____, 2017 before me, _____
(insert name and title of the officer),

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]

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STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 2017 before me, _____
(insert name and title of the officer),

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]

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 _____, 2017 before me, _____
(insert name and title of the officer),

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]

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)
)
) SS:
COUNTY OF _____)

On _____, 2017 before me, _____
(insert name and title of the officer),

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

Exhibit A to Assignment of Deed of Trust