COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles
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Carlos Jackson
Executive Director

November 1, 2005

Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

LOAN AGREEMENT WITH LAS BRISAS COMMUNITY HOUSING II, L.P., FOR DEVELOPMENT OF 60 UNITS OF MULTIFAMILY AND SENIOR HOUSING IN CITY OF SIGNAL HILL (4)
(3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Acting in the role of Responsible Agency for the predevelopment, construction and permanent financing for development of 60 units of affordable housing to be located at 2400 – 2420 California Avenue, in the City of Signal Hill, certify that the Commission has independently considered and reached its own conclusions regarding the environmental effects of the project and determine that the Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMP) adopted by the City of Signal Hill, as Lead Agency, adequately address the environmental impacts of the project, and adopt by reference the City of Signal Hill's environmental findings in connection with approval of the project.

2. Approve a 30-year Loan Agreement, submitted in substantially final form, between the Community Development Commission and Las Brisas Community Housing II, L.P., a California Limited Partnership (the Developer), to provide relocation, predevelopment, construction and permanent financing to develop affordable housing as part of Las Brisas II, a 60-unit multifamily and senior rental housing development, to be located at 2400 – 2420 California Avenue, in the City of Signal Hill.

3. Authorize the Executive Director to fund the loan, using up to $2,500,000 HOME Investment Partnerships (HOME) Program funds; and to execute the Loan Agreement, and all related documents, to be effective following approval as to form by County Counsel and execution by all parties.

4. Authorize the Executive Director to set aside up to $250,000 in HOME funds for unforeseen costs related to relocation, predevelopment, construction and permanent financing of Las Brisas II, and to incorporate the funds into the Commission's approved Fiscal Year 2005-2006 budget.

5. Authorize the Executive Director to subordinate the Commission's HOME loan to the permitted construction and permanent financing, and to incorporate up to $2,500,000 in HOME funds into the Commission's approved Fiscal Year 2005-2006 budget, for the purposes described above.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to approve a Loan Agreement, and related actions, between the Commission and the Developer, for the predevelopment, construction and permanent financing of 60 total units in the City of Signal Hill, that will provide housing for low- and very-low income families.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The Loan Agreement provides up to $2,500,000 in HOME funds for relocation, predevelopment, construction and permanent financing. The loan term is 30 years, at five percent compounded interest, to be evidenced by a Promissory Note and secured by a subordinated Deed of Trust. The loan will be repaid from residual rental receipts generated from the operation of the project.

Out of the total HOME loan amount of $2,500,000, $500,000 may be used for relocation expenses, dependent on the outcome of a ruling by the U.S. Department of Housing and Urban Development (HUD) as to whether relocation that occurred prior to the addition of HOME funds to the project is subject to federal relocation guidelines. The relocation, which occurred from August 2004 to January 2005, was performed in compliance with state relocation regulations. However, HUD has indicated that federal relocation regulations, which provide for higher relocation payments, may be applicable. If HUD determines that federal regulations do not apply to the project, the $500,000 in HOME funds will not be expended.

In addition, a 10 percent contingency, in the amount of $250,000 in HOME funds, is being set aside for unforeseen costs related to relocation, predevelopment, construction and permanent financing of the project.

All HOME funds will be incorporated into the Commission's approved Fiscal Year 2005-2006 budget, as needed.

Other permanent financing sources include a permanent loan of $1,913,000 from the California Community Reinvestment Corporation, a loan of $150,000 from the City of Signal Hill, tax credit equity in the amount of $11,779,000, a proposed Affordable Housing Program loan in the amount of $295,000, and a deferred Developer Fee of $772,499.

The estimated total development cost is $17,409,499. A Financial Analysis is provided as Attachment A.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The site of approximately 1.5 acres is located in a residential neighborhood and constitutes the second phase of a neighborhood revitalization plan. The first phase of the project created 96 units of housing for low-income and special needs individuals and families, plus a childcare center and other services to accommodate families. The Developer contracted with local service agencies to provide program services for adult and senior residents, and for the special needs population, which include the formerly homeless, persons living with HIV/AIDS, and victims of domestic violence.

This second phase of development will create 60 units of affordable housing, comprised of 21 one-bedroom units, 18 two-bedroom units, 20 three-bedroom units, and one three-bedroom manager's unit. With the exception of one manager's unit, the units will be reserved for families earning from 30 percent to 50 percent of the area median income (AMI) for the Los Angeles-Long Beach Metropolitan Statistical Area, adjusted for household size, as determined by the U.S. Department of Housing and Urban Development (HUD). The units will consist of: two one-bedroom, two two-bedroom, and two three-bedroom units for households with incomes up to 30 percent of the AMI; three one-bedroom, three two-bedroom, and three three-bedroom units for households with incomes up to 45 percent of the AMI; eleven one-bedroom, nine two-bedroom and ten three-bedroom units for households with incomes up to 50 percent of the AMI; and five one-bedroom, four two-bedroom, and five three-bedroom units for households with incomes up to 60 percent of the AMI. The affordability period will run for 55 years.

The development will also include a community room, on site management offices, parking areas, designated senior spaces, laundry rooms and landscaped courtyards. Parking will include 71 on-grade spaces, including 27 covered carports.

The Loan Agreement and all related documents will be effective following approval as to form by County Counsel and execution by all parties.

ENVIRONMENTAL DOCUMENTATION:

An Environmental Assessment was prepared for the project pursuant to the requirements of the National Environmental Policy Act of 1969 (NEPA). This document describes the proposed project, evaluates the potential environmental effects, and describes the mitigation measures necessary to avoid potentially significant environmental effects from the project. Based on the conclusions and findings of the Environmental Assessment, a Finding of No Significant Impact was approved by the Community Development Commission on July 21, 2005. Following the required public and agency comment period, the U.S. Department of Housing and Urban Development issued a Release of Funds for the project on August 9, 2005.

Pursuant to the requirements of the California Environmental Quality Act (CEQA), and consistent with CEQA Guidelines, an IS/MND was prepared for the Las Brisas II project. The City of Signal Hill's adoption of the IS/MND and the MMP on January 25, 2005, and filing of a Notice of Determination, along with the Commission's findings as Responsible Agency, meets the requirements of CEQA.

IMPACT ON CURRENT PROJECT:

Approval of the Loan Agreement will contribute to the increase of affordable housing in the County.

Respectfully submitted,

Bobbette A. Glover
for CARLOS JACKSON
Executive Director

Attachments: 2

HOME PROGRAM LOAN AGREEMENT

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by and between the

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

a public body corporate and politic

and

Las Brisas Community Housing II, L.P.

a California limited partnership

for a loan in the principal amount of up to

$2,500,000

November___, 2005

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LOAN AGREEMENT

Transaction Summary

Project Name: Las Brisas II

Borrower Name: Las Brisas Community Housing II, L.P.

☒ Limited Partnership ☐ LLC ☐ Nonprofit Public Benefit Corporation ☐Other _____

HOME Loan Amount up to: $ 2,500,000 Interest Rate: 5% compounded, 10% Default

Repayment term: 30 years. Repayment type: ☒ residual receipts (50% split with City of Signal Hill)

Total Number of Units in Project: 60 Number of HOME-assisted units 59

Location (Jurisdiction): City of Signal Hill ☒ Incorporated ☐ Unincorporated _____

Site Acreage: 1.42 acres

Project Type: rental for ☐ Seniors ___ years and older ☒ Families ____
☐ special needs (specify: _____)

Use of HOME Loan Funds: ☒ Acquisition ☒ Construction ☒ Permanent ☐ Collateral Pledge
☐ Rehabilitation ☒ Relocation

Affordability 55 years; No./size of HOME units, income levels: 60 total units, 59 HOME-assisted units.

	0 Bedroom	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	Totals
30% Income*		2	2	2		6
45% Income*		3	3	3		9
50% Income*		11	9	10		30
60% Income*		5	4	5		14
Manager				1		1
Totals						60

* Area Median Income

Other Project Financing Sources / Priority Relative to Commission Loan:
Note: Final funding amounts are subject to change.

(1)	Tax Credit Syndication Proceed	- $11,729,000	☐senior ☐junior ☒parity/NA
(2)	City of Signal Hill	- $ 150,000	☐senior ☒junior ☐parity/NA
(3)	Permanent Loan	- $ 1,913,000	☒senior ☐junior ☒parity/NA
(4)	Deferred Developer Fee	- $ 772,499	☐senior ☐junior ☒parity/NA
(5)	AHP	- $ 295,000	☐senior ☒junior ☐parity/NA
(6)	GP Grant	- $ 50,000	☐senior ☐junior ☒parity/NA
(7)	Construction Loan	- $11,998,549	☒senior ☐junior ☐parity/NA

The foregoing Transaction Summary is provided for the convenience of the parties. In case of any conflict, the detailed terms below and/or in the attachments to this Loan Agreement shall control.

THIS LOAN AGREEMENT ("Agreement") is made as of the _____ day of November, 2005, by and between the COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, a public body corporate and politic ("Commission"), and **LAS BRISAS COMMUNITY HOUSING II, L.P.,** a California limited partnership (listed in the Transaction Summary above) ("Borrower"). Commission and Borrower are sometimes referred to collectively herein as the "Parties" and each individually as a "Party".

RECITALS

A. WHEREAS, Borrower desires to borrow the principal amount of up to **Two Million Five Hundred Thousand Dollars** ($2,500,000) (the "HOME Loan") from the Commission for the purpose of providing financing for the predevelopment, construction and permanent financing of the Site (as hereafter defined) in connection with the housing development ("Project") described in the Transaction Summary above, and as more particularly described in this Agreement. The Commission's source of funding for the HOME Loan is provided from the HOME Investment Partnerships Program, 24 CFR Part 92 ("HOME"). The Project will be developed on a site ("Site") commonly known as 2400 – 2420 California Avenue, Signal Hill, California 90755, and legally described on Exhibit "B" to this Agreement. A detailed Project description is attached hereto as Exhibit "F", and reduced site plans and elevations for the Project are attached as Exhibit "G".

B. WHEREAS, other sources of financing for the Project are anticipated to include, but may not be limited to (i) senior lien financing listed in the Transaction Summary above ("Senior Financing"), to which the Commission shall expressly subordinate the lien of the Commission's HOME Deed of Trust and CC&Rs; (ii) financing junior in priority to the lien of the Commission's HOME Deed of Trust as listed in the Transaction Summary above ("Junior Financing"); and (iii) other financing sources listed in the Transaction Summary above ("Other Financing").

C. WHEREAS, development and operation of the Project on the terms and conditions provided in this Agreement will provide affordable housing opportunities for persons of low or very low income as described in the Transaction Summary above. If applicable, the Project will provide supportive services to the extent described in Section 7 below and in Exhibit "N".

E. WHEREAS, as more particularly provided below, Borrower will deliver to the Commission, among other items, the "HOME Deed of Trust", "HOME Promissory Note" and the "CC&R's" (as those terms are defined below) to, respectively, secure repayment of the HOME Loan by Borrower as provided herein and to ensure that the affordability and habitability of the Project is maintained in accordance with the terms of those instruments and this Agreement.

F. WHEREAS, the Commission desires to make the Loan to Borrower, on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

LOAN AGREEMENT

1.0 HOME LOAN.

Commission agrees, subject to the terms and conditions of this Agreement and in consideration of the representations, covenants and obligations of Borrower contained in this Agreement, to make the HOME Loan to Borrower, to be used solely for the purposes described herein.

2.0 HOME PROMISSORY NOTE; HOME LOAN REPAYMENT.

2.1 Note.

As one of the conditions to disbursement of the HOME Loan to Borrower under Section 6 below, Borrower shall execute a HOME Promissory Note (the "Note") in the form of Exhibit "C" attached hereto, which Note sets forth terms and conditions for the repayment of the HOME Loan. The Note shall be secured by the "Deed of Trust" as provided below.

2.2 Basic Interest.

The disbursed and unpaid principal balance of the HOME Loan shall bear interest commencing on the date on which such Loan proceeds are first disbursed for the account of Borrower as provided herein, and ending on the date paid, at the rate of five percent (5%) per annum, compounded interest ("Basic Rate"). Interest shall be computed on the basis of actual number of days elapsed and a three hundred sixty- (360-) day year. Notwithstanding the foregoing, and without limiting any other remedy of the Commission, amounts not paid by Borrower when due shall bear interest from the date due to the date paid at the rate of ten percent (10%) per annum ("Default Rate").

2.3 Payment Dates and Amounts.

As set forth in greater detail in the Note, Borrower shall repay the HOME Loan, together with accrued interest at the Basic Rate in arrears, in annual installments on the 15th day of March of each calendar year for the previous fiscal year, commencing on March 15, 2008. Absent prepayment or acceleration, each of the annual payments due March 15, 2008 through and including March 15, 2038 ("Maturity Date") shall be in an amount equal to fifty percent (50%) of "Residual Receipts" (as defined in the Note) for the prior calendar year. Residual Receipts shall be calculated and reported to Commission annually for each fiscal year no later than March 15th of the following calendar year on forms specified and provided by Commission from time to time. All calculations and records are subject to audit by Commission. Notwithstanding any other provision of the Note or this Agreement, unless due sooner, the entire outstanding principal balance of the HOME Loan together with any outstanding interest and any other sums payable under the Note shall be due and payable in full on the Maturity Date.

The term of this Agreement (the "Term") shall be from the date of this Agreement through and including the Maturity Date; provided, however, that the use restrictions in Section 10 and the nondiscrimination covenants in Section 11 shall extend beyond the Term as provided in those sections.

2.4 Payments Due on Transfer or Refinance.

In addition to the payments provided in Section 2.3 above, and subject to the terms of the Senior Financing, Borrower shall pay to Commission towards (but not to exceed) any outstanding amounts associated with the HOME Loan, the "Applicable Percentage" of "Net Proceeds" of an "Assignment"; and fifty percent (50%) of "Net Refinancing Proceeds" received from a "Refinancing", as such terms are defined in the Note.

3.0 ACCELERATION.

Notwithstanding the payment terms set forth in Section 2 above, upon the occurrence of any "Event of Default" as set forth in Section 15 below, the entire outstanding principal balance of the Note, together with any outstanding interest and other amounts payable thereunder, shall, at the election of Commission and upon notice to Borrower thereof, become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by Borrower.

4.0 PREPAYMENT; APPLICATION OF PAYMENTS.

At any time after the disbursement of the HOME Loan proceeds, Borrower may prepay all or a portion of the unpaid principal amount of the HOME Loan and accrued interest and any other sums outstanding without penalty.

Borrower hereby agrees and understands that the prepayment of the Note shall not relieve Borrower of the duty to comply with the covenants described in Sections 9, 10, and 11 herein, and such obligations and covenants shall remain in full force and effect pursuant to their terms. All payments, including any prepayments or funds received upon acceleration pursuant to Section 3 above, shall be applied first toward any outstanding costs of collection or other amounts (excluding HOME Loan principal or interest thereon) due under the Note or this Agreement, then toward outstanding interest accrued at the "Default Rate" of ten percent (10%) per annum (simple interest), if any, then toward outstanding interest accrued at the Basic Rate, if any, and finally toward the remaining principal balance under the Note.

5.0 SECURITY AND SOURCE OF PAYMENT.

Borrower's obligation to repay the HOME Loan and any associated interest and other amounts payable under this Agreement or the Note shall, at all times during which any amount remains outstanding, be secured by the deed of trust ("Deed of Trust"), in the form of Exhibit "D" attached hereto, recorded against Borrower's interest in the Site and the Project (collectively, the "Property"). The security interest in the Property granted to Commission pursuant to the Deed of Trust shall be subordinate only to the Senior Financing and such exceptions to title shown in the title report for the Property which are approved in writing by Commission.

Except to the extent any Event of Default hereunder results directly or indirectly from any willful misconduct, fraud or intentional and material misrepresentation by Borrower in connection with this Agreement or the HOME Loan, the HOME Loan is a nonrecourse obligation of Borrower and in the event of the occurrence of an Event of Default, Commission's only recourse under the Deed of Trust shall be against the Property, the proceeds thereof, the rents and other income arising from its use and occupancy as provided in the Deed of Trust, and any other collateral given to Commission as security for repayment of the HOME Loan such that neither Borrower nor any partner of Borrower shall have personal liability for repayment of the HOME Loan.

6.0 ESCROW; CONDITIONS TO FUNDING THE HOME LOAN.

6.1 Except to the extent Commission's Executive Director directs in writing that some or all of the disbursement and/or deliveries shall occur outside of Escrow, disbursement of the HOME Loan proceeds in accordance with this Agreement, delivery of the executed Note to Commission, and recordation of the Deed of Trust and other HOME Loan Documents (as defined in Section 6.2 below) to be recorded shall be carried out through an escrow account ("Escrow") to be established by the Parties with a title or escrow company ("Escrow Holder") specifically approved in writing for this transaction by Commission. Borrower shall obtain Commission's approval of an Escrow Holder and open Escrow not later than 30 days following execution of this Agreement. The Parties may execute supplemental instructions to Escrow Holder consistent with the terms of this Agreement, but in the event of a conflict between the terms of this Agreement and any supplemental escrow instructions, the terms of this Agreement shall control. Except as otherwise expressly provided herein, any fees and costs incurred by Escrow Holder in the performance of its duties hereunder and agreed to be paid by the Parties shall be paid exclusively by Borrower.

6.2 The obligation of Commission to make disbursements of HOME Loan proceeds under this Agreement shall be expressly subject to satisfaction of all of the following conditions (collectively, the Closing Conditions) on or before the date ("Closing Deadline") which is One Hundred Eighty (180) days following the date of this Agreement.

(a) The execution of this Agreement by the Commission and Borrower, and delivery of a fully-executed copy to Escrow Holder;

(b) Borrower's due execution and deposit into Escrow of the Note;

(c) Borrower's due execution (with notary acknowledgment) and deposit into Escrow of the covenants, conditions and restrictions ("CC&R's") in the form attached hereto as Exhibit "E";

(d) Borrower's due execution (with notary acknowledgment) and deposit into Escrow of the Deed of Trust;

(e) Receipt by the Commission from Borrower of such other documents, certifications and authorizations as are reasonably required by the Commission, in form and substance satisfactory to the Commission, evidencing that (i) this Agreement, the Note, the Deed of Trust, the CC&R's and all other documents given or executed in connection herewith (collectively with this Agreement, the Note, the Deed of Trust and the CC&Rs, the "Loan Documents") are duly and validly executed by Borrower and constitute the valid and enforceable obligation of Borrower pursuant to the respective terms, and (ii) the execution and delivery of the Loan Documents, and the performances thereunder by Borrower, will not breach or violate any law applicable or governmental regulation to which Borrower is subject nor constitute a breach of or default under any instrument or agreement to which Borrower may be a party;

(f) First American Title, North American Title, Chicago Title, Stewart Title, United Title Company or another title company approved by the Commission ("Title Company") shall have assured the Commission in writing that upon recordation of the Deed of Trust there will be provided to the Commission, at Borrower's sole expense, a lender's policy of title insurance (with customary endorsements, including but not limited to Nos. 100, 103.7 and 116 and such other endorsements as the Commission shall reasonably require) issued by the Title Insurance Company in the amount

of the HOME Loan, insuring the Commission's interest in the Property as beneficiary under the Deed of Trust, and specifically insuring that the lien of the Deed of Trust and the CC&R's against the Property are subject only to the Senior Financing and any exceptions to title applicable to the Property which were expressly approved in writing by the Commission (collectively with the Senior Financing, "Permitted Senior Encumbrances"). Standard lender's title insurance coverage (without the need for a survey) will be accepted by the Commission unless another Project lender requires extended coverage, in which case an ALTA extended coverage policy will also be provided to the Commission;

(g) Borrower, the Commission, and any lender, creditor or lienholder with respect to the Junior Financing and Other Financing which is of record in the Los Angeles County Recorder's office (if applicable) have each duly executed (with notary acknowledgment) and deposited into Escrow for recordation at the Close of Escrow a subordination agreement ("Subordination Agreement") in the form attached hereto as Exhibit "M", confirming the senior lien priority of the Commission's Deed of Trust;

(h) No Event of Default shall exist under this Agreement or under any agreement or instrument relating to the Senior Financing, Other Financing, or Junior Financing, and Borrower has demonstrated to the satisfaction of the Commission Executive Director (or his designee) that all financing sources for new construction and operation of the Project, including but not limited to Borrower's equity, are or will be available in sufficient amounts to provide for full and timely completion and ongoing operation of the Project;

(i) Borrower shall have commenced or be ready to commence Project construction, and shall have furnished Commission with copies of (A) a contract for the Project development ("Construction Contract") entered into with a general contractor ("General Contractor") previously approved in writing by Commission; (B) a payment bond with respect to the Project posted by the General Contractor which is in an amount equal to the amount of the contract price identified in the Construction Contract, is issued by a surety reasonably acceptable to Commission, is in form and content reasonably approved by Commission, has been recorded in the Official Records of Los Angeles, and names Commission as an additional obligee; and (C) a performance bond for 100 percent (100%) of the contract price, guaranteeing the completion of the Project development which is in form and content reasonably approved by Commission, is issued by a surety reasonably acceptable to Commission, and names Commission as an additional obligee; and (D) shall have completed the Commission Design Review Process in accordance with Exhibit O; and (e) any other plans, documents and approvals by the Commission required under Exhibit "L" to this Agreement, entitled "Construction Requirements.". Not as a Closing Condition, but as a covenant of Borrower, Borrower shall cause the Project construction work to commence promptly, proceed diligently, and be fully completed as represented in Borrower's approved funding application to Commission, free of mechanics liens, and with a certificate of occupancy from the applicable jurisdiction issued no later than 18 months following the Close of Escrow.

(j) Borrower shall have furnished Commission and obtained Commission's approval of all soils, geologic reports and other development related reports existing with respect to the Site. Borrower hereby acknowledges that Commission's review and approval of such reports and of any other contract, document or other matter under this Agreement is solely for the benefit of Commission, and should not be relied upon as any assurance or warranty of the correctness, adequacy or appropriateness of any such matter.

(k) Borrower shall have obtained Commission's written approval of a supplemental instruction to Escrow Holder specifying the applicable payees and uses of Loan

proceeds when disbursed by Escrow Holder for the account of Borrower pursuant to this Agreement.

(l) Borrower shall have furnished Commission with a certification from the holders of any of the Senior Financing certifying that such holders consent to the Loan and that Borrower is not in default under any loan comprised within the Senior Financing.

(m) Borrower shall have furnished Commission with evidence satisfactory to Commission evidencing the coverages required by Section 9.8 below. Borrower shall also provide evidence that the Borrower's General Contractor has insurance coverage as required in Exhibit "L."

(n) Borrower shall have provided to the Commission, in form satisfactory to the Commission, certified copies of (i) Borrower's governing partnership agreement, operating agreement, or articles and bylaws, together with a certification by the managing member, managing general partner, or president that such agreement or articles and bylaws has not been amended or modified except as described in the certification (ii) a good standing certificate from the California Secretary of State, certifying that Borrower is duly qualified and in good standing, and (iii) all other documents necessary to evidence to the Commission's satisfaction that the individuals and entities executing this Agreement and the Loan Documents, and other entities on whose behalf such documents are executed, are fully authorized to do so and to bind the respective entities, including Borrower, to the terms hereof and thereof;

(o) Borrower shall have achieved "Completion of the Project", which shall be deemed to have occurred when Commission has received satisfactory evidence that the Project has been completed in compliance with this Agreement and as represented in Borrower's approved funding application to Commission, and that all final permits and certificates necessary to the operation of the Project as contemplated herein have been obtained, including, without limitation, the following, each of which is subject to Commission's review and approval: (1) a signed certificate from the general contractor, in a form reasonably acceptable to Commission, certifying to Commission that construction was completed substantially in accordance with the requirements of the plans and specifications as approved by Commission's Design Review Process as referenced in Exhibit "O", and this Agreement, and (2) submission of construction completion documents in accordance with Exhibit "O", and (3) all other related on-site and off-site improvements have been completed; and (4) a certificate of occupancy and other final permits and licenses necessary to permit the use and occupancy of the Project for its intended purposes, which have been issued by proper governmental agencies.

(p) Not as a Closing Condition, but at least 90 days prior to occupancy and prior to the commencement of tenant selection for the Project, Borrower shall have obtained, in accordance with the Schedule of Performance, Exhibit O, the Commission's written approval of an affirmative marketing plan, leasing guidelines, and a summary of the rules, procedures and programs for the Project including specifically the procedures to be employed by which the tenants of the assisted units (as defined in Section 10.1 below) in the Project shall be selected in the event that, at any given time, the number of Eligible Households applying to lease units at the Project exceeds the number of units available.

(q) Borrower has provided the Commission affirmative action and community business enterprise plans in form satisfactory to the Commission;

(r) Borrower shall have furnished and obtained the Commission's approval of an Management Plan for the Project. The Management Plan shall include a preliminary Operating Budget in a format mandated by the Commission and in accordance with Exhibit "Q", approved by

the Commission at its sole discretion. In the event the preliminary Operating Budget is proposed for revision at the time the Certificate of Occupancy is issued, any such revision must be approved by the Commission at its sole discretion;

(s) Borrower shall have furnished the Commission with evidence satisfactory to the Commission evidencing the coverages required by Section 9.8 below;

6.3 When, and only when, Escrow Holder has confirmed that all of the Closing Conditions (a), (b), (c), (d), (f), and (g) of Section 6.2 above have been satisfied, and has received written certification from the Commission's Executive Director that all other Closing Conditions have been timely satisfied or waived, then Escrow Holder shall carry out the close of Escrow ("Close of Escrow") by:

(i) causing the Deed of Trust, the CC&R's and the executed Subordination Agreements (if any) to be recorded in the Official Records of Los Angeles County, California;

(ii) delivering the executed original Note to the Commission;

(iii) causing the Title Policy to be issued to the Commission in the form and amount specified above; and

(iv) promptly following recordation, delivering conformed copies of the recorded documents to the Commission and Borrower.

6.4 The Close of Escrow shall not occur prior to satisfaction of all conditions precedent to the closings for the Senior Financing and the Junior Financing, except for financing provided through AHP. Notwithstanding any other provision, Escrow Holder shall disburse proceeds of the HOME Loan prior to the closings for the Senior Financing and the Junior Financing only if expressly directed by written instructions from the Commission.

6.5 Time is of the essence with respect to the rights and obligations of the Parties under this Agreement and if the Close of Escrow does not occur prior to the Closing Deadline, then the Escrow shall terminate, and Escrow Holder shall promptly return all funds and documents to the Party depositing them.

7.0 SUPPORTIVE SERVICES

[Intentionally Omitted]

8.0 PURPOSE OF HOME LOAN.

The HOME Loan proceeds in the amount up to Two Million Five Hundred Thousand Dollars ($2,500,000) shall be used by Borrower only to provide: relocation; predevelopment, construction and permanent financing for the Project. In no event shall Borrower use or otherwise invest the proceeds of the HOME Loan except as expressly provided in this Agreement.

8.1 The HOME Loan proceeds shall be used by Borrower for relocation payments and expenses and the predevelopment, construction and permanent financing of the Project. Amounts in excess of this amount must be approved by the Executive Director or his designee. In no event shall Borrower use or otherwise invest the proceeds of the HOME Loan except as expressly provided in this Agreement. Disbursement of the loan funds for acquisition shall be in accordance with Sections 6.0, 6.1 and 6.2.

8.1.1 HOME Funds can be used for relocation payments, relocation consulting fees and expenses incurred in connection with the Project in an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS ($500,000). Borrower shall conform to all Relocation Requirements set forth in Section 9.12 below.

8.2 The HOME loan shall be considered Permanent Financing at such time as the Project is completed. The Project shall be "completed," when Commission has received satisfactory evidence that the Project has been completed in substantial compliance with the plans and specifications (collectively, "Plans") referenced in the construction contract ("Construction Contract") which Borrower has entered into with a general contractor ("General Contractor") with respect to the Project, and that all final permits and certificates necessary to the operation of the Project as contemplated herein, and releases, waivers and other instruments evidencing no claims, stop notices or mechanics liens existing with respect to the Project, have been obtained, including, without limitation, the following, each of which is subject to Commission's review and approval:

(a) A signed certificate from the General Contractor, in a form reasonably acceptable to Commission, certifying to Commission that construction was completed substantially in accordance with the requirements of the Construction Contract, the Plans and this Agreement, and all other related on-site and off-site improvements have been completed;

(b) In accordance with the Schedule of Performance, Exhibit O, a certificate of occupancy (the "Certificate of Occupancy") and/or any other final permits and licenses necessary to permit the use and occupancy of the Project for its intended purposes, which have been issued by proper governmental agencies;

(c) Unconditional Waivers and Releases Upon Final Payment, in statutory form, showing no amounts in dispute, have been received from the General Contractor, all subcontractors, and all other persons or entities providing services or furnishing materials in connection with the Project.

8.3 Borrower shall have furnished Commission and obtained Commission's approval of the compliance with the environmental mitigation measures specified in the "Environmental Conditions" referenced in Section 9.13 and Exhibit "K" below. Borrower hereby acknowledges that Commission's review and approval of such compliance with environmental mitigation measures under this Agreement is solely for the benefit of the Commission, and should not be relied upon as any measurers or warranty of the correctness, adequacy or appropriateness of such matter.

9.0 COVENANTS OF BORROWER.

As additional consideration for the making of the HOME Loan by Commission, Borrower covenants as follows:

9.1 Compliance with Laws.

Borrower shall comply with all Applicable Governmental Restrictions. As used herein, "Applicable Governmental Restrictions" shall mean and include any and all laws, statutes, ordinances, codes, rules, regulations, directives, writs, injunctions, orders, decrees, rulings, conditions of approval, or authorizations, now in force or which may hereafter be in force, of any governmental entity, agency or political subdivision as they pertain to the performance of this Agreement or development or operation of the Project, including specifically but without limitation all code and other requirements of the jurisdiction in which the Project is located; the National Environmental Policy Act of 1969, as amended; the laws specified in Section 12, below; fair housing laws, prevailing wage laws (e.g. California Labor Code Section 1720 et seq., and Davis-Bacon Act 40 U.S.C. 276a), and any other applicable federal, state and local law. Borrower shall indemnify, defend and hold the Commission harmless for any suit, cost, attorneys' fees, claim, administrative proceeding, damage, wage award, fine, penalty or liability arising out of or relating to Borrower's failure to comply with any Applicable Governmental Restrictions, including, without limitation, the nonpayment of any prevailing wages required to be paid in connection with the Project. Borrower is solely responsible for determining the applicability of laws, and should not rely on statements by the Commission.

9.2 Revenue Disclosures.

Borrower shall make available for inspection and audit to Commission's representatives, upon seventy-two (72) hours written request from time to time during the Term at Borrower's offices, or, if requested by Commission, at another location within Los Angeles County, all of the books and records relating to the operation of the Project and this Agreement. All such books and records shall be maintained by Borrower until the end of the Term; provided that in the event any litigation, claim or audit is started before the expiration of the Term, said books and records shall be retained until all litigation, claims, or audit findings involving said books and records shall have been resolved.

9.3 Other Reports.

Upon seventy-two (72) hours written notice, at any time during the Term, Borrower shall prepare and submit to Commission, any financial, program progress, monitoring, evaluation or other reports including but not limited to, documents related to construction, reasonably required by Commission or its representatives as they relate to the Project or this Agreement; provided, however, if such requested reports are not capable of being prepared and submitted to Commission within such 72-hour period, then within a reasonable time thereafter. Borrower will ensure that its employees, agents, officers, and board members furnish such information, which in the reasonable judgment of Commission representatives, may be relevant to a question of compliance with this Agreement, CC&Rs, or the Deed of Trust. Borrower shall retain all existing records and data relating to the Project until expiration of the Term. In the event any litigation, claims or audit is started during the Term, said books and records shall be retained until all litigation, claims or audit findings involving said books and records have been resolved.

9.4 Indemnification.

From and after the date hereof, Borrower shall indemnify, defend and save harmless Commission and its members, directors, agents, officers and employees from and against any and all claims, liability, demands, causes of action, losses and expense including reasonable defense

costs and legal fees of counsel acceptable to Commission (collectively, "Claims") including, but not limited to Claims for bodily injury, death, property damage, workers' compensation, or in connection with services performed on behalf of Borrower by any person pursuant to this Agreement, and which Claims (i) are based on events which occur or are claimed to have occurred during Borrower's ownership of the Site or the Project, (ii) result directly or indirectly from Borrower's ownership of the Site or the Project, or (iii) result directly or indirectly from the Commission's entering into this Agreement and/or making the HOME Loan to Borrower; provided, however, the foregoing indemnity shall not apply to claims that result solely from the gross negligence or willful misconduct of the Commission. This covenant shall remain in force and effect following the expiration of the term of the HOME Loan.

9.5 Audit by State and Federal Agencies.

In the event this Agreement or the HOME Loan is subjected to audit, monitoring or other inspections by appropriate state and federal agencies, Borrower shall comply with such inspections and pay on behalf of itself and Commission the full amount of the cost to the inspecting agency which results from such inspections, if any unless such inspection and any resulting liability arises solely from the gross negligence or willful misconduct of Commission.

9.6 Program Evaluation and Review.

Borrower shall allow Commission authorized personnel to inspect and monitor its facilities and program operations as they relate to the Project or this Agreement, including the interview of Borrower's staff, Borrowers, and other program participants, as reasonably required by Commission during the Term.

9.7 Hazardous Materials.

Borrower represents and warrants that it has not deposited "Hazardous Materials" (as defined below) in, on or upon the Site and Borrower covenants that it shall not deposit or permit the deposit of Hazardous Materials in, on or upon the Site or the Project. Borrower further covenants to remove or remediate, at its expense (subject to any reimbursement it may be able to obtain from third parties) any Hazardous Materials located in, on or upon the Site or the Project as of the date hereof or which are deposited in, on or upon the Site or the Project from and after the date hereof and during Borrower's ownership of the Site or the Project, including any asbestos, lead-based paint and any other Hazardous Materials located in the Project, to the extent required by and in accordance with the requirements of all Applicable Governmental Restrictions, including, without limitation, all applicable environmental laws. The foregoing shall not be construed or understood to prohibit Borrower from allowing Hazardous Materials to be brought upon the Project so long as they are materials which are customary to the normal course of business in the operation of a well-designed housing facility and so long as such materials are used, stored and disposed of in accordance with all Applicable Governmental Restrictions. Except with respect to any claims solely caused by Commission, Borrower shall indemnify, defend and hold Commission and its members, directors, agents, officers and employees harmless from and against any Claims arising directly or indirectly out of the presence of Hazardous Materials in, on or upon the Site or the Project, existing as of the date hereof or deposited (or claimed to have been deposited) in, on or upon the Site or the Project from and after the date hereof and during Borrower's ownership of the Site or the Project, including without limitation any Claims arising out of any deposits of Hazardous Materials described in (i) and (ii) hereinabove or out of Borrower's failure to remove or remediate all such Hazardous Materials in, on or upon the Site and the Project, as required above. Except with respect to any claims solely caused by Commission, Borrower hereby releases and forever discharges

Commission and its agents, officials and representatives from all present and future claims, demands, suits, legal and administrative proceedings and from all losses and liabilities arising out of or in any way connected with Borrower's ownership of the Site, operation of the Project, or any condition of environmental contamination in, on, under, upon or around the Site, or the existence of Hazardous Materials in any state in, on, under, upon or around the Site, and in connection with such release and waiver Borrower is familiar with and hereby waives the provisions of Section 1542 of the California Civil Code which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

For purposes of this Agreement, the term "Hazardous Materials" means, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any other substance or material as may now or hereafter be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 9601 et seq.), (ii) the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), (iii) the Clean Air Act (42 U.S.C. Section 7401 et seq.), (iv) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. Section 6902 et seq.), (v) the Toxic Substances Control Act (15 U.S.C. Section 2601-2629), (vi) the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.), (vii) the Carpenter-Presley-Tanner Hazardous Substance Account Act (CA Health & Safety Code Section 25300 et seq.), (viii) the Hazardous Waste Control Law (CA Health & Safety Code Section 25100, et seq.), (ix) the Porter-Cologne Water Quality Control Act (CA Water Code Section 13000 et seq.), (x) the Safe Drinking Water and Toxic Enforcement Act of 1986, (xi) the Hazardous Materials Release Response Plans and Inventory (CA Health & Safety Code Section 25500 et seq.), (xii) the Air Resources Law (CA Health & Safety Code Section 39000 et seq.), or (xiii) in any of the regulations adopted and publications promulgated pursuant to the foregoing.

In the event that archeological resources are exposed during Project construction, all earth disturbing work within the Site must be temporarily suspended or redirected until a professional archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume.

9.8 Insurance.

Without limiting Borrower's indemnification of Commission provided above, Borrower shall procure and maintain at its own expense during the Term of the HOME Loan the insurance described below. Such insurance shall be secured from carriers admitted in California or having a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Borrower shall, concurrent with the execution of this Agreement, deliver to Commission certificates of insurance with original endorsements evidencing the general liability and automobile insurance coverage required by this Agreement. Borrower shall deliver satisfactory evidence of issuance of "all risk" property insurance described in (2) below and worker's compensation insurance described in (3) below at such time that such exposures are at risk, but in no event later than the Close of Escrow. The certificate and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to Commission and may provide for such deductibles as

may be acceptable to Commission. In the event such insurance does provide for deductibles or self-insurance, Borrower agrees that it will protect Commission, its agents, officers and employees in the same manner as these interests would have been protected had full commercial insurance been in effect. Each such certificate shall stipulate that Commission is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance. Borrower shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance.

(a) Liability: Comprehensive liability insurance, including coverage for personal injury, death, property damage and contractual liability, with a combined single limit of at least One Million Dollars ($1,000,000) for each occurrence ($2,000,000 General Aggregate), including products and completed operations coverage. Commission and its agents, officials and employees shall be named as additional insureds in each of the aforementioned insurance policies with respect to liability arising from activities performed by or on behalf of Borrower, premises owned, leased or used by such persons. Said insurance shall be primary insurance with respect to Commission. Borrower shall require Borrower's contractors to include Commission and Commission's agents, officials and employees as additional insureds on all general liability insurance covering work at the Site. If required by Commission from time to time, Borrower shall increase the limits of its liability insurance to reasonable amounts customary for owners of improvements similar to the Project. The policy shall contain a waiver of subrogation for the benefit of Commission.

(b) Property Insurance: "All Risk" ISO Special Form property insurance, including without limitation builder's risk protection during the course of construction, covering the full replacement value of real property and equipment utilized for the Project. Coverage shall extend to provide debris removal. Commission shall be the loss payee under the aforementioned policies under a standard lender's loss payable endorsement. The amount of the property coverage shall at all time exceed the full replacement value of all improvements and fixtures on the Property and the insurer shall waive any coinsurance via an "agreement" endorsement.

(c) Worker's Compensation: Borrower's employees shall be covered by Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

(d) Automobile Liability: Combined single limit automobile liability insurance of at least One Million Dollars ($1,000,000) per accident for bodily injury and property damage, covering owned, non-owned and hired vehicles.

No modification or waiver of the insurance requirements set forth herein shall be made without the prior written approval of the Executive Director of Commission.

All subsequent verifications or renewals of the coverage requirements stated above must be sent to the Commission with the following identifying information enclosed in order for these requirements to be deemed satisfied:

PROJECT:	Las Brisas II
ADDRESS:	2400 California Avenue, Signal Hill, CA 90755
PROJECT NO.:	HE0085

Failure on the part of Borrower to procure or maintain the insurance coverage required above shall constitute a material breach of this Agreement pursuant to which Commission may immediately terminate this Agreement and exercise all other rights and remedies set forth

herein, at its sole discretion, and without waiving such default or limiting the rights or remedies of Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by Commission shall be repaid by the Borrower to Commission upon demand including interest thereon at the Default Rate. The Commission shall have the right, at its election, to participate in and control any insurance claim adjustment or dispute with the Carrier. Borrower's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Borrower or Carrier.

9.9 Financial Statements; Tax Returns.

Borrower shall deliver to Commission within one hundred twenty (120) days after the end of each fiscal year of Borrower occurring during the term of the HOME Loan, a copy of its federal tax return and a financial statement for such preceding fiscal year. In addition, concurrent with Borrower's payment of the annual Residual Receipts installment payable to Commission on each April 15th in accordance with Section 2.3 above, Borrower shall deliver to Commission, on forms prepared and provided by Commission from time to time, a statement certified by Borrower's accountant (the "Annual Statement"), separately setting forth (i) the aggregate Gross Rents (as defined in the Note) received during the previous calendar year, and (ii) the aggregate Operating Expenses (as defined in the Note) expended during the previous calendar year.

9.10 Other Loans.

Borrower shall comply with all monetary and non-monetary covenants associated with any loan secured by an interest in the Site or the Project, including but not limited to the Senior Financing, the Junior Financing and the Other Financing. Borrower shall provide to Commission a copy of any notice of default within three business days after receiving any notice of a default or alleged default of such covenants by Borrower, and Borrower shall promptly cure any such default and cooperate in permitting Commission, to the extent Commission in its sole discretion elects to do so, to cure or assist in curing the default. Any cost or expenditure incurred by Commission in providing or assisting in such a cure shall be deemed added to the outstanding principal amount of the HOME Loan.

9.11 Construction Requirements.

Following the Close of Escrow, Borrower shall cause the Project construction work to commence promptly, proceed diligently, and achieve "Completion of the Project" no later than 18 months following the Close of Escrow, subject to extension for up to an additional 12 months to the extent of force majeure delays beyond Borrower's reasonable control. "Completion of the Project" shall be deemed to have occurred when Commission has received satisfactory evidence that the Project has been completed in compliance with this Agreement and as represented in Borrower's approved funding application to Commission, and that all final permits and certificates necessary to the operation of the Project as contemplated herein have been obtained, including, without limitation, the following, each of which is subject to Commission's review and approval: (1) a signed certificate from the general contractor, in a form reasonably acceptable to Commission, certifying to Commission that construction was completed substantially in accordance with the requirements of the plans and this Agreement, and all other related on-site and off-site improvements have been completed; (2) a certificate of occupancy and other final permits and licenses necessary to permit the use and occupancy of the Project for its intended purposes, which have been issued by proper governmental agencies; and (3) evidence satisfactory to Commission that the statutory period for the filing of mechanics' liens (60 days following filing of the statutory notice of completion) has expired and the Property is free from such liens. Construction shall proceed in accordance with

Exhibit "L", Construction Requirements, and shall conform to the layout and design represented in Borrower's approved application for the Industry Fund Program. Borrower shall comply with any CEQA mitigation measures or other environmental conditions imposed by Commission or any other applicable governmental authority in connection with the Project.

9.12 Relocation Requirements.

If applicable, Borrower shall be responsible for assuring compliance with all relocation requirements as governed by federal relocation laws and regulations for projects funded in whole or in part with HOME, including the Federal Uniform Relocation Assistance and Real Property Policies Act (42 U.SA.C. 4601 et seq., as amended), Federal Relocation Regulations (49 CFR Part 24), HUD Relocation Handbook 1378, and the Los Angeles County Community Development Commission's Relocation Policies and Procedures Manual. In circumstances where both federal and state funds are contributed to a program or Project, it is the policy of the County to follow the requirements that provide the displaced person or household with the greatest benefit. For example, if in a mixed-funded project, the assistance or benefit under state law is more favorable to the displaced person or household, then the state law applies, and if the opposite is the case, then applicable federal laws and regulations (California Relocation Assistance Law, etc.) shall apply. Any relocation assistance shall be provided through and in the manner directed by the Commission, provided, however, that Borrower shall indemnify, defend and hold harmless the Commission and the County of Los Angeles ("County") for relocation payments, consulting fees and expenses incurred in connection with the Project. At the Commission's election in the Commission's sole discretion, the Commission may hire a relocation consultant to coordinate the relocation. The fees and costs of the consultant shall be paid or reimbursed by Borrower.

9.13 Environmental Conditions.

Borrower shall comply with any NEPA or CEQA mitigation measures or other environmental conditions imposed by Commission or any other applicable governmental authority in connection with the Project, attached hereto as Exhibit "K".

9.14 Design Standards.

Borrower agrees that projects determined to be eligible for a loan of HOME Funds are required to utilize the Commission's Design Guidelines and participate in the Commission's Design Review Process. The Borrower agrees to conform to the Process and timelines as required by the Commission as set forth in Exhibit "O".

Borrower agrees that In the event the Design Review Process is completed prior to completion or execution of this Agreement, the approved construction plans and specifications are to be referenced by name, date of approval and page numbers.

Furthermore, Borrower agrees that if significant changes are made to a Commission approved design during the design or construction phases, Commission may elect to reduce or rescind the loan commitment or reduce the Developer fee.

10.0 USE OF PROPERTY; LEASING AND MANAGEMENT.

10.1 Limitations on Tenants.

Notwithstanding anything to the contrary in this Agreement, Borrower hereby covenants on behalf of itself, and its successors and assigns, which covenant shall run with the land and bind every successor and assign in interest of Borrower, that, throughout the 55-year term of the CC&Rs, Borrower and such successors and assigns shall use the Site solely for the purpose of constructing and operating the Project as a residential development with the number of dwelling units and, with respect to the units designated to be assisted as consideration for the HOME Loan ("Assisted Units"), 59 HOME-Assisted Units shall be in accordance with the tenant income levels specified in this Agreement. All Assisted Units shall be rented only at an "Affordable Housing Cost" to "Sixty Percent Income Households," "Very-Low Income Households," "Forty-five Percent Income Households," and "Thirty Percent Income Households" as hereinafter defined (persons within either group occasionally referred to as "Eligible Persons").

"Low-Income Households" shall mean persons and families whose gross annual household incomes do not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, which qualifying limits are otherwise set forth in Section 6932 of the California Code of Regulations and are equivalent to eighty percent (80%) of Area Median Income, adjusted for family size and other adjustment factors by the United States Department of Housing and Urban Development (HUD).

"Sixty Percent Income Households" shall mean persons and families whose gross annual household incomes do not exceed sixty percent (60%) of Area Median Income, adjusted for family size and other adjustment factors by HUD.

"Very Low-Income Households" shall mean persons and families whose gross annual household incomes do not exceed fifty percent (50%) of Area Median Income, adjusted for family size and other adjustment factors by HUD.

"Forty-five Percent Income Households" shall mean persons and families whose gross annual household incomes do not exceed forty-five percent (45%) of Area Median Income, adjusted for family size and other adjustment factors by HUD.

"Thirty Percent Income Households" shall mean persons and families whose gross annual household incomes do not exceed thirty percent (30%) of Area Median Income, adjusted for family size and other adjustment factors by HUD.

"Affordable Housing Cost" shall mean, as to each Eligible Person, a rental rate which results in monthly payments which, including a reasonable utility allowance, do not exceed:

(i) for an Eligible Person within a Thirty Percent Income Household, the product of thirty percent (30%) times thirty percent (30%) of Area Median Income adjusted for family size appropriate to the Assisted Unit; and

(ii) for an Eligible Person within a Forty-five Percent Income Household, the product of thirty percent (30%) times forty-five percent (45%) of Area Median Income adjusted for family size appropriate to the Assisted Unit; and

(iii) for an Eligible Person within a Very Low-Income Household, the lesser of the product of thirty percent (30%) times fifty percent (50%) of Area Median Income adjusted for family size appropriate to the Assisted Unit, or the Low HOME Rent established by HUD; and

(iv) for an Eligible Person within a Sixty Percent Income Household, the lesser of the product of thirty percent (30%) times sixty-five percent (65%) of Area Median Income adjusted for family size appropriate to the Assisted Unit, or the High HOME Rent established by HUD; and

(v) for an Eligible Person within a Low Income Household, the lesser of the product of thirty percent (30%) times sixty-five percent (65%) of Area Median Income adjusted for family size appropriate to the Assisted Unit, or the High HOME Rent established by HUD.

"Area Median Income" shall mean the median income for Los Angeles/Long Beach Metropolitan Statistical Area, adjusted for family size as periodically adjusted by HUD, or any successor entity designated under state law as responsible for establishing such "Area Median Income."

In addition, the units designated for seniors shall be operated exclusively as senior citizen housing, in which all designated Assisted Units shall be occupied only by persons who are a "senior citizen" or "qualified permanent resident" as defined by Cal. Civil Code Section 51.3.

Borrower shall specifically provide in each HOME Assisted Unit lease and shall strictly enforce the requirement that each HOME Assisted Unit be occupied at all times by the eligible household who has leased that HOME Assisted Unit, and that any other occupant of the unit be another qualified member of the lessee's household. The Commission shall be identified as a third party beneficiary of that covenant and shall have the right to directly enforce that restriction in the event Borrower fails to do so. Prior to execution of any HOME Assisted Unit lease with respect to the Project, Borrower shall submit to the Commission and obtain its written approval of a standard form occupancy lease and Borrower shall thereafter use the approved form for all leases of HOME Assisted Units in the Project, with only such further modifications thereto as are first submitted to and approved in writing by the Commission.

10.2 Tenant Selection Process; Reports and Records Concerning Tenancies.

Borrower shall maintain such records and satisfy such reporting requirements as may be reasonably imposed by Commission to monitor compliance with the tenanting requirements described in Section 10.1 above, including without limitation the requirement that Borrower deliver reports to Commission commencing at the close of the initial occupancy of the Project, and continuing annually thereafter, setting forth the name of each tenant, the unit occupied and the income of the Borrower and the amount of rent payable by each tenant. Borrower shall also be required to have each prospective tenant complete a rental application prior to occupancy and to obtain evidence from each such Borrower as may be reasonably required by Commission to certify such Borrower's qualification for occupancy of the Project. Borrower's obligation to provide such reports shall remain in force and effect for the same duration as the use covenants set forth in Section 10.1.

10.3 Management of Project.

Subject to the terms and conditions contained herein below, Borrower shall at all times during the operation of the Project pursuant to this Agreement retain an entity to perform the management and/or supervisory functions ("Manager") with respect to the operation of the Project including day-to-day administration, maintenance and repair. Borrower shall, before execution or any subsequent amendment or replacement thereof, submit and obtain Commission's written approval of a management contract ("Management Contract") entered into between Borrower and an entity ("Management Entity") acceptable to Commission. Subject to any regulatory or licensing requirements of any other applicable governmental agency, the Management Contract may be for a term of up to fifteen (15) years and may be renewed for successive terms in accordance with its terms, but may not be amended or modified without the written consent of Commission. The Management Contract shall also provide that the Management Entity shall be subject to termination for failure to meet project maintenance and operational standards set forth herein or in other agreements between Borrower and Commission. Borrower shall promptly terminate any Management Entity which commits or allows such failure, unless the failure is cured within a reasonable period in no event exceeding 60 days from Management Entity's receipt of notice of the failure from Borrower or Commission. Borrower's obligation to retain a Management Entity shall remain in force and effect for the same duration as the use covenants set forth in Section 10.1.

10.4 Operations and Maintenance.

Borrower hereby covenants on behalf of itself, and its successors and assigns, which covenant shall run with the land and bind every successor and assign in interest of Borrower, that Borrower and such successors and assigns shall use the Site solely for the purpose of operating the Project and ancillary improvements thereon, in accordance with and of the quality prescribed by this Agreement, the CC&Rs and the Deed of Trust.

Borrower covenants and agrees for itself, its successors and assigns, which covenants shall run with the land and bind every successor or assign in interest of Borrower, that during development of the Site pursuant to this Agreement and thereafter, neither the Site nor the Project, nor any portion thereof, shall be improved, used or occupied in violation of any Applicable Governmental Restrictions or the restrictions contained in this Agreement or the Deed of Trust. Furthermore, Borrower and its successors and assigns shall not maintain, commit, or permit the maintenance or commission on the Site or in the Project, or any portion thereof, of any nuisance, public or private, as now or hereafter defined by any statutory or decisional law applicable to the Site or the Project, or any portion thereof.

Borrower shall, at its expense, (i) maintain all improvements and landscaping on the Site in good working order, condition, and repair (and, as to landscaping, in a healthy and thriving condition) in accordance with the plans for the Project (which must be approved by the Commission before being incorporated into the Construction Contract) (such approved plans, the "Plans") and all Applicable Governmental Restrictions, and (ii) manage the Project and Project finances reasonably prudently and in compliance with Applicable Governmental Restrictions so as to maintain a safe and attractive living environment for Project residents while maximizing Residual Receipts to the extent reasonably possible consistent with applicable rent and tenant requirements (including all recorded rent restrictions affecting the Project) and without compromising the safety and attractiveness of the living environment of the Project.

11.0 BORROWER'S OBLIGATION TO REFRAIN FROM DISCRIMINATION.

There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex or sexual orientation, marital status, age, medical condition, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall Borrower 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 Borrowers, lessees, subBorrowers, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants set forth herein shall remain in effect in perpetuity.

11.1 Form of Nondiscrimination and Nonsegregation Clauses.

Borrower shall refrain from restricting the rental, sale or lease of the Site or any portion thereof on the basis of race, color, creed, religion, sex or sexual orientation, marital status, age, medical condition, national origin, or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, and his or her heirs, executors, administrators 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 race, color, creed, religion, sex or sexual orientation, marital status, age, medical condition, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of Borrowers, lessees, subBorrowers, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, and his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex or sexual orientation, marital status, age, medical condition, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of Borrowers, lessees, sublessees, subBorrowers, or vendees in the land herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex or sexual orientation, marital status, age, medical condition, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the parties to this contract or any person claiming under or through them, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of Borrowers, lessees, subBorrowers, sublessees, or vendees of the premises."

Nothing in this Section shall be construed or understood to limit, restrict or in any way waive the income requirements described in this Agreement.

12.0 COMMISSION REQUIREMENTS

Borrower shall comply with the provisions of Exhibit "J" - Commission Requirements.

13.0 INDEPENDENT CONTRACTOR.

In their performance of this Agreement, all parties hereto will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. Borrower shall bear the sole responsibility and liability for furnishing or causing its general contractor to furnish workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of Borrower pursuant to this Agreement.

14.0 ASSIGNMENT OF THIS AGREEMENT.

This Agreement shall be assignable by Borrower only if Borrower obtains the prior express written consent of the Commission or the Commission's Executive Director, which consent may be withheld by the Commission in its sole discretion. Notwithstanding anything to the contrary in this Agreement, no purported assignment of this Agreement and the HOME Loan shall be effective if such assignment would violate the terms, conditions and restrictions of any Applicable Governmental Restrictions. Commission's consent to such assignment shall be expressly conditioned upon (i) the assignee's execution of such documents as required by Commission at its sole discretion including, without limitation, any and all documents deemed necessary by Commission to provide for said assignee's assumption of all of the obligations of Borrower hereunder and under the HOME Loan Documents, and (ii) Commission's approval of the financial and credit worthiness of such proposed assignee and the assignee's ability to perform all of the Borrower's obligations under this Agreement, the Note, and all other Loan Documents.

Any attempt by Borrower to assign any performance or benefit under the terms of this Agreement, without the prior written consent of the Commission as provided herein, shall be null and void and shall constitute a material breach of this Agreement. In accordance with the foregoing, in the event of (i) a sale or transfer of Borrower's interest in the Site, or (ii) a sale or transfer of more than forty-nine percent (49%) of its present ownership and/or control in the site, in the aggregate, taking all transfers into account on a cumulative basis, or (iii) a sale or transfer of the Project, occurring without the written consent of Commission, Commission may, at its option, by written notice to Borrower, declare Borrower in default under this Agreement.

Notwithstanding the foregoing, if the Project receives funding through an allocation of state or federal low income housing tax credits, the Commission hereby consents to the following transfers in furtherance of such financing: (i) syndication of limited partnership interest in Borrower to an equity investor; (ii) grant of a purchase option and/or right of first refusal with respect to the Project from Borrower to its general partners and (iii) removal of any general partner of Borrower pursuant to the terms of the limited partnership agreement of Borrower, as may be amended from time to time, provided that any replacement general partner is approved by Commission, which approval shall not be unreasonably withheld.

15.0 EVENTS OF DEFAULT AND REMEDIES.

15.1 Borrower Events of Default.

The occurrence of any of the following shall, after the giving of any notice and the expiration of any applicable cure period described therein, constitute an event of default by Borrower hereunder ("Event of Default"):

(a) The failure of Borrower to pay or perform any monetary covenant or obligation hereunder or under the terms of the Note or the Deed of Trust, without curing such failure within ten (10) days after the date such payment is due. Notwithstanding anything herein to the contrary, the herein described cure period shall not apply to a failure by Borrower to timely repay the HOME Loan at the Maturity Date of the Note;

(b) The failure of Borrower to perform any nonmonetary covenant or obligation hereunder or under the terms of the Note or the Deed of Trust, without curing such failure within thirty (30) days after receipt of written notice of such default from Commission (or from any party authorized by Commission to deliver such notice as identified by Commission in writing to Borrower) specifying the nature of the event or deficiency giving rise to the default and the action required to cure such deficiency; provided, however, that if any default with respect to a non-monetary obligation is such that it cannot be cured within a thirty (30) day period, it shall be deemed cured if Borrower commences the cure within said thirty (30) day period and diligently prosecutes such cure to completion thereafterwith the cure completed in any event withing 180 days after the notice. Notwithstanding anything herein to the contrary, the herein described notice requirements and cure period shall not apply to any Event of Default described in Sections 15.1(c) through 15.1(g) below;

(c) The material falsity of any representation or breach of any warranty or covenant made by Borrower under the terms of this Agreement, the Note, or the Deed of Trust;

(d) Borrower or any constituent member or partner, or majority shareholder, of Borrower shall (a) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian or the like of its property, (b) fail to pay or admit in writing its inability to pay its debts generally as they become due, (c) make a general assignment for the benefit of creditors, (d) be adjudicated a bankrupt or insolvent or (e) commence a voluntary case under the Federal bankruptcy laws of the United States of America or file a voluntary petition that is not withdrawn within ten (10) days of the filing thereof or answer seeking an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy or insolvency proceeding;

(e) If without the application, approval or consent of Borrower, a proceeding shall be instituted in any court of competent jurisdiction, under any law relating to bankruptcy, in respect of Borrower or any constituent member or partner, or majority shareholder, of Borrower, for an order for relief or an adjudication in bankruptcy, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or custodian or the like of Borrower or of all or any substantial part of Borrower's assets, or other like relief in respect thereof under any bankruptcy or insolvency law, and, if such proceeding is being contested by Borrower, in good faith, the same shall (a) result in the entry of an order for relief or any such adjudication or appointment, or (b) continue

undismissed, or pending and unstayed, for any period of ninety (90) consecutive days;

(f) Following completion of the new construction of the Project, voluntary cessation of the operation of the Project for a continuous period of more than thirty (30) days or the involuntary cessation of the operation of the Project in accordance with this Agreement for a continuous period of more than sixty (60) days;

(g) Borrower shall suffer or attempt to effect a Transfer (as defined below) in violation of Section 14.0 above or Section 29.0 below; or

(h) Borrower shall be in default under the CC&Rs, the Senior Financing, the Junior Financing, the Other Financing, the Supportive Services Agreement, if any, or any other secured or unsecured obligation relating to the Project, unless the default is cured within the cure period, if any, applicable thereto under the terms of the obligation which is in default.

15.2. Commission Remedies.

Upon the occurrence of an Event of Default hereunder, Commission may, in its sole discretion, take any one or more of the following actions:

(a) By notice to Borrower declare the entire then unpaid principal balance of the HOME Loan immediately due and payable, and the same shall become due and payable without further demand, protest or further notice of any kind, all of which are expressly waived. Upon such declaration, outstanding principal and (to the extent permitted by law) interest and any other sums outstanding in connection with the HOME Loan shall thereafter bear interest at the Default Rate, payable from the date of such declaration until paid in full;

(b) Subject to the nonrecourse provisions of Section 5 above, take any and all actions and do any and all things which are allowed, permitted or provided by law, in equity or by statute, in the sole discretion of Commission, to collect the amounts then due and thereafter to become due hereunder and under the Note, to exercise its rights under the Deed of Trust, and to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement or under any other document executed in connection herewith;

(c) Subject to the nonrecourse provisions of Section 5 above, upon the occurrence of an Event of Default which is occasioned by Borrower's failure to pay money, whether under this Agreement or the Note, Commission may, but shall not be obligated to, make such payment. If such payment is made by Commission, Borrower shall deposit with Commission, upon written demand therefor, such sum plus interest at the Default Rate. The Event of Default with respect to which any such payment has been made by Commission shall not be deemed cured until such repayment (as the case may be) has been made by Borrower. Until repaid, such amounts shall have the security afforded disbursements under the Note;

(d) Subject to the nonrecourse provisions of Section 5 above, upon the occurrence of an Event of Default described in Section 15.1(d) or 15.1(e) hereof, Commission shall be entitled and empowered by intervention in such proceedings or otherwise to file and prove a claim for the whole amount owing and unpaid on the HOME Loan and, in the case of commencement of any judicial proceedings, to file such proof of

claim and other papers or documents as may be necessary or advisable in the judgment of Commission and its counsel to protect the interests of Commission and to collect and receive any monies or other property in satisfaction of its claim.

15.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to Commission is intended to be exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now existing at law or hereafter in equity or by statute; and may be exercised in such number, at such times and in such order as Commission may determine in its sole discretion. No delay or omission to exercise any right or power upon the occurrence of any Event of Default hereunder 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 by Commission. In order to entitle Commission to exercise any right or remedy reserved to it under this Agreement, no notice shall be required except as expressly provided herein.

15.4. Commission Default and Borrower Remedies.

Upon fault or failure of Commission to meet any of its obligations under this Agreement without curing such failure within thirty (30) days after receipt of written notice of such failure from Borrower specifying the nature of the event or deficiency giving rise to the default and the action required to cure such deficiency, Borrower may, as its sole and exclusive remedies:

(a) Demand and obtain payment from Commission of any sums due to or for the benefit of Borrower pursuant to the express terms of this Agreement;

(b) Bring an action in equitable relief seeking the specific performance by Commission of the terms and conditions of this Agreement or seeking to enjoin any act by Commission which is prohibited hereunder; and

(c) Bring an action for declaratory relief seeking judicial determination of the meaning of any provision of this Agreement.

Without limiting the generality of the foregoing, Borrower shall in no event be entitled to, and hereby waives, any right to seek indirect or consequential damages of any kind or nature from Commission arising out of or in connection with this Agreement, and in connection with such waiver Borrower is familiar with and hereby waives the provisions of Section 1542 of the California Civil Code which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

16.0 AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES.

In the event that either party hereto brings any action or files any proceeding in connection with the enforcement of its respective rights under this Agreement or any of the HOME Loan Documents as a consequence of any breach by the other party of its obligations thereunder or hereunder, the prevailing party in such action or proceeding shall be entitled to have its reasonable attorneys' fees and out-of-pocket expenditures paid by the losing party. The attorneys' fees so recovered shall include fees for prosecuting or defending any appeal and shall be awarded for any supplemental proceedings until the final judgment is satisfied in full. In addition to the foregoing award of attorneys' fees, the prevailing party in any lawsuit on this Agreement or any other HOME Loan Document shall also be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. In addition to the foregoing, Borrower agrees to pay or reimburse Commission, upon demand by Commission, for all costs incurred by Commission in connection with the enforcement of this Agreement, the Note, and any other HOME Loan Document, including without limitation, reasonable attorneys' fees and costs, if there shall be filed by or against Borrower any proceedings under any federal or state bankruptcy or insolvency laws, whether Commission is a creditor in such proceeding or otherwise.

17.0 RIGHT OF ACCESS AND INSPECTION.

Commission shall have the right at any time during normal business hours and from time to time to enter upon the Site for purposes of inspection. If Commission in its reasonable discretion determines that the project is not being operated in conformity with this Agreement, or any applicable Governmental Restrictions, Commission may at its election, after notice to and consultation with the Borrower and affording the Borrower thirty (30) days after such notice to cure the matter (provided, however, that if such matter cannot be cured within a 30-day period, it shall be deemed cured if Borrower commences the cure within said 30-day period and diligently prosecutes such cure to completion thereafter) and the Borrower fails to cure the matter, itself cure the matter. Inspection by Commission of the Project or the Site is not to be construed as an acknowledgment, acceptance or representation by Commission that there has been compliance with any terms or provisions of this Agreement.

18.0 CONFLICT OF INTEREST; NO INDIVIDUAL LIABILITY.

No official or employee of Commission shall have any personal interest, direct or indirect, in this Agreement, nor shall any official or employee of Commission participate in any decision relating to this Agreement which affects such official's or employee's pecuniary interest in any corporation, partnership or association in which such official or employee is directly or indirectly interested. No official or employee of Commission shall be personally liable in the event of a breach of this Agreement by Commission.

19.0 AMENDMENTS, CHANGES AND MODIFICATIONS.

This Agreement may not be amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

20.0 EXECUTION OF COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.

21.0 NOTICES.

All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Agreement shall be in writing and shall be given by personal delivery, facsimile, certified mail (return receipt requested), or overnight guaranteed delivery service and addressed or faxed as follows:

If to Commission: Community Development Commission of the County of Los Angeles
Two Coral Circle
Monterey Park, California 91755-7425
Attn: Executive Director
Fax No. (323) 890-8584

With a copy to: Community Development Commission of the County of Los Angeles
Two Coral Circle
Monterey Park, California 91755-7425
Attn: Director of Housing Development and Preservation
Fax No. (323) 890-8586

If to Borrower: Las Brisas Community Housing II, L.P.
701 East Third Street, Suite 400
Los Angeles, CA 90013
Attn: Executive Director
Fax No. (213) 629-6407

With a copy to: Wincopin Circle LLLP
c/o The Enterprise Social Investment Corporation
10227 Wincopin Circle, Suite 810
Columbia, Maryland 21044
Attn: Senior Vice President National Equity Initiatives
Fax No. (410) 964-1376

Notices shall be effective upon receipt, if given by personal delivery; upon receipt if faxed, provided there is a written confirmation of receipt (except that if received after 5 p.m., notice shall be deemed received on the next business day); the earlier of (i) three (3) business days after deposit with United States Mail; or (ii) the date of actual receipt as evidenced by the return receipt, if delivered by certified mail; or (iii) one (1) day after deposit with the delivery service, if delivered by overnight guaranteed delivery service. Each party shall promptly notify the other party of any change(s) of address or fax to which notice shall be sent pursuant to this Agreement.

22.0 SEVERABILITY.

The invalidity or unenforceability of any one or more provisions of this Agreement will in no way affect any other provision.

23.0 INTERPRETATION.

Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the paragraphs of this Agreement are for convenience only and do not define or limit any terms or provisions. Time is of the essence in the performance of this Agreement by Borrower. Each Party has been represented by counsel in the negotiation of this Agreement, and it shall not be interpreted in favor of or against any Party on account of relative responsibilities in drafting. Notwithstanding any other provision of this Agreement, nothing herein or in the Note shall be deemed to require Borrower to pay interest in the amount of any applicable usury law or other legal limitation on interest, and the terms hereof and of the Note shall be interpreted to require in each instance the lesser of (i) the amount stated in the Note; and (ii) the maximum applicable legal limit. Attached hereto for the convenience of the Parties as Exhibit "A" is a directory indicating the location of definitions for certain defined terms used in this Agreement.

24.0 NO WAIVER; CONSENTS.

Any waiver by Commission must be in writing and will not be construed as a continuing waiver. No waiver will be implied from any delay or failure by Commission to take action on account of any default of Borrower. Consent by Commission to any act or omission by Borrower will not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for Commission's consent to be obtained in any future or other instance.

25.0 APPLICABLE POLICIES.

A. Governing Law.

This Agreement shall be governed by the laws of the State of California.

B. Compliance with Laws.

Borrower agrees to be bound by applicable federal, state, and local laws, regulations and directives as they pertain to the performance of the Agreement. This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzales National Affordable Housing Act, 1990 and the 24 Code of Federal Regulations (CFR) Part 85

C. HOME Program and Federal Requirements.

In addition to any other obligations of the Borrower to this Agreement, the Borrower agrees to comply with all of the HOME Program Requirements, a summary of which is included as Exhibit "I".

26.0 REPRESENTATIONS AND WARRANTIES OF BORROWER.

Borrower hereby warrants and represents to Commission that:

A. Organization and Standing.

Borrower is a legal entity as described in the Transaction Summary above, duly organized, qualified to operate in California and validly existing and in good standing in the State of

California and has all requisite power and authority to enter into and perform its obligations under this Agreement, the Note, the Deed of Trust, the CC&Rs, and all other documents executed in connection herewith.

B. Enforceability.

This Agreement, the Note, the Deed of Trust, the CC&Rs, and all other instruments to be executed by Borrower in connection with the HOME Loan constitute the legal, valid and binding obligation of Borrower, without joinder of any other party.

C. Authorization and Consents.

The execution, delivery and performance of this Agreement and all other instruments to be executed in connection herewith is consistent with the operating agreement, partnership agreement, or articles and bylaws governing Borrower, and have been duly authorized by all necessary action of Borrower's members, partners, directors, officers and shareholders.

D. Due and Valid Execution.

This Agreement and all other instruments to be executed in connection herewith, will, as of the date of their execution, have been duly and validly executed by Borrower.

E. Licenses.

Borrower will obtain and maintain all material licenses, permits, consents and approvals required by all applicable governmental authorities to own and operate the Project.

F. Litigation and Compliance.

There are no suits, other proceedings or investigations pending or threatened against, or affecting the business or the properties of Borrower (other than those as have been previously disclosed in writing to Commission) which could materially impair its ability to perform its obligations under this Agreement, nor is Borrower in violation of any laws or ordinances which could materially impair Borrower's ability to perform its obligations under this Agreement.

G. Default.

There are no facts now in existence which would, with the giving of notice or the lapse of time, or both, constitute an "Event of Default" hereunder, as described in Section 15.

H. No Violations.

The execution and delivery of this Agreement, the Note, and all other documents executed or given hereunder, and the performances thereunder by Borrower, as applicable, will not constitute a breach of or default under any instrument or agreement to which Borrower may be a party nor will the same constitute a breach of or violate any law or governmental regulation.

I. No Affiliation With Lenders.

Borrower is not under common ownership or is otherwise affiliated with any lender extending any Project Loan (as defined in the Note).

27.0 APPROVALS.

Any consent to a transfer under Section 14 or 29 of this Agreement, and any other consent or approval by the Commission under this Agreement or any of the Loan Documents, may be given by the Commission's Executive Director without action of the Commission's governing board unless the Executive Director in his or her sole discretion elects to refer the matter to the Commission's governing board.

Except with respect to those matters set forth hereinabove providing for the Commission's approval, consent or determination to be at the Commission's "sole discretion" or "sole and absolute discretion," the Commission hereby agrees to act reasonably with regard to any approval, consent, or other determination given by the Commission hereunder. The Commission agrees to give Borrower written notice of its approval or disapproval following submission of items to the Commission for approval, including, in the case of any disapproved item, the reasons for such disapproval. Any review or approval of any matter by the Commission or any Commission official or employee under this Agreement shall be solely for the benefit of the Commission, and neither Borrower nor any other person shall rely upon such review or approval as an indication of the wisdom, soundness, safety, appropriateness, or presence or absence of any matter. Without limiting the generality of the foregoing, Borrower and not the Commission shall be solely responsible for assuring compliance with laws, and the operation of the project.

28.0 GOOD FAITH AND FAIR DEALING.

Commission and Borrower agree to perform all of their obligations and the actions required of each hereunder in good faith and in accordance with fair dealing.

29.0 ASSIGNMENT OF INTEREST IN THE SITE OR THE PROJECT.

29.1 Without the prior written approval of the Commission (or the Commission's Executive Director), which approval the Commission may withhold in its sole and absolute discretion, Borrower shall not (i) sell, encumber, assign or otherwise transfer (collectively, "Transfer") all or any portion of its interest in the Site or the Project (excluding Borrower leases pursuant to the terms hereof), (ii) permit the Transfer of greater than 49% of its ownership and/or control in the site, in the aggregate, taking all transfers into account on a cumulative basis; or (iii) Transfer any of its rights or obligations under the HOME Loan Documents. Notwithstanding the foregoing, Commission hereby consents to the events described in the last paragraph of Section 14.0 hereof, if applicable, without Borrower obtaining any further consent from Commission. Borrower hereby agrees that any purported Transfer not approved by Commission as required herein shall be ipso facto null and void, and no voluntary or involuntary successor to any interest of Borrower under such a proscribed Transfer shall acquire any rights pursuant to this Agreement.

29.2 At any time Borrower desires to effect a Transfer hereunder, Borrower shall notify Commission in writing (the "Transfer Notice") and shall submit to Commission for its prior written approval (i) all proposed agreements and documents (collectively, the "Transfer Documents") memorializing, facilitating, evidencing and/or relating to the circumstances surrounding such proposed Transfer, and (ii) a certificate setting forth representations and warranties by Borrower and the proposed transferee to Commission sufficient to establish and insure that all requirements of this Section 29 have been and will be met. No Transfer Documents shall be approved by Commission unless they expressly provide for the assumption by the proposed transferee of all of Borrower's obligations under the HOME Loan Documents. The Transfer Notice shall include a request that

Commission consent to the proposed Transfer. Commission agrees to make its decision on Borrower's request for consent to such Transfer as promptly as possible, and, in any event, not later than thirty (30) days after Commission receives the last of the items required by this Section 29. In the event Commission consents to a proposed Transfer, then such Transfer shall not be effective unless and until Commission receives copies of all executed and binding Transfer Documents, which Transfer Documents shall conform with the proposed Transfer Documents originally submitted by Borrower to Commission. From and after the effective date of any such Transfer, Borrower shall be released from its obligations under the HOME Loan Documents accruing subsequent to such effective date.

29.3 Notwithstanding anything in this Agreement, Borrower agrees that it shall not be permitted to make any Transfer, whether or not Commission consent is required therefore and even if Commission has consented thereto, if there exists an Event of Default under this Agreement at the time the Transfer Notice is tendered to Commission or at any time thereafter until such Transfer is to be effective.

29.4 The provisions of this Section 29 shall apply to each successive Transfer and proposed transferee in the same manner as initially applicable to Borrower under the terms set forth herein.

30.0 ACCESS AND RETENTION OF RECORDS.

Borrower shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Borrower which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The Borrower is required to retain the aforementioned records for a period of five years after the Commission pays the final payment and other pending matters are closed under this Agreement. Records described in Section 10.2 concerning tenancies shall be retained for at least 5 years after the due date (with extensions) for filing the federal income tax return for that year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

COMMISSION:

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES,
a Public Body Corporate and Politic

By:_____
Carlos Jackson, Executive Director

APPROVED AS TO FORM:

Raymond G. Fortner, Jr., County Counsel

By:_____
Deputy

BORROWER:

LAS BRISAS COMMUNITY HOUSING II, L.P.
A California limited partnership

By: **DESIGN CENTER DEVELOPMENT CORPORATION**
Its: General Partner

By: _____
Amy Anderson, Vice President & Housing Director

TABLE OF EXHIBITS

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EXHIBIT "A" TO LOAN AGREEMENT

DIRECTORY OF DEFINED TERMS

Each of the following terms is defined in the section of the Loan Agreement referenced in parentheses.

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Very Low Income Households (Section 10.1)

EXHIBIT "B" TO HOME LOAN AGREEMENT

SITE LEGAL DESCRIPTION

THE LAND REFERRED TO IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, AND IS DESCRIBED AS FOLLOWS:

PARCELS
LOT 1,2,3,4,5,6,7,8,9,10 OF TRACT NO. 27732, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 698 PAGE (S) 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEEDS RECORDED IN BOOK 49206 PAGE 345 IN BOOK 50785 PAGE 203 AND IN BOOK 56384 PAGE 255 ALL OF OFFICIAL RECORDS.

PARCEL
THE SOUTH 30 FEET OF THE WEST 94 FEET OF LOT 77 AND THE NORTH 70 FEET OF THE WEST 94 FEET OF LOT 86 OF AMERICAN COLONY TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 89 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM AN UNDIVIDED 1/6TH INTEREST IN AND TO ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES SAVED AND PRODUCED OR LOCATED IN OR REMOVED FROM SAID LAND AS GRANTED TO CHARLIE Z. WALKER, HUSBAND AND GENIEVE S. WALKER, BY DEED RECORDED MAY 29, 1942 IN BOOK 19365 PAGE 140 OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM AN UNDIVIDED 1/6TH INTEREST IN AND TO ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES SAVED AND PRODUCED FROM OR LOCATED IN OR REMOVED FROM SAID LAND AS GRANTED TO CARL E. CAMERON, A MARRIED MAN, BY DEED RECORDED JUNE 1, 1942 IN BOOK 19626 PAGE 323 OFFICIAL RECORDS.

EXHIBIT "C" TO HOME LOAN AGREEMENT

PROMISSORY NOTE
(HOME FUND - PROJECT NO. HE0085)

$ 2,500,000.00 November ____, 2005

For value received, the undersigned, **LAS BRISAS COMMUNITY HOUSING II, L.P.**, a California Limited Partnership ("Borrower") whose principal address is set forth hereinbelow, promises to pay to the order of the COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, a public body corporate and politic ("COMMISSION") at 2 Coral Circle, Monterey Park, California 91755-7425 (or to such designee and/or at such other address as COMMISSION may from time to time designate in writing), the principal sum of up to TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000.00) (the "Loan"), or such amount as may be advanced hereunder, plus accrued and unpaid interest as provided hereinbelow, and all other charges due hereunder, in accordance with the terms and conditions of that certain Loan Agreement dated as of November _____, 2005, entered into between Borrower and Commission (the "Loan Agreement"), and the terms and conditions of this Promissory Note (this "Note"). As set forth in greater detail in the Loan Agreement, the purpose of the Loan is to provide Borrower with financing for site predevelopment, construction and permanent financing in connection with a housing project ("Project") on a site more particularly described in the Loan Agreement ("Site").

1. Interest.

1.1 Basic Interest. Except as provided in Section 1.4 below, the disbursed and unpaid principal balance of the Loan shall bear interest commencing on the date on which the Loan proceeds are first disbursed for the account of Borrower, and ending on the date paid, at the rate of 5.0 percent (5.0%) per annum, compounded interest ("Basic Rate"). Interest shall be computed on the basis of actual number of days elapsed and a 360-day year.

1.2 Payment Dates and Amounts. Except as otherwise provided in this Note, Borrower shall repay the Loan, together with accrued interest at the Basic Rate in arrears, in annual installments on March 15th of each calendar year for the previous calendar year, commencing on March 15, 2008. Absent prepayment or acceleration, each of the annual payments due March 15, 2008 through and including March 15, 2038 ("Maturity Date") shall be in an amount equal to twenty-five percent (25%) of "Residual Receipts" for the prior calendar year, as defined herein. The amount of each such payment to Commission when combined with the annual loan payment to the city of Signal Hill ("City") out of Residual Receipts for the immediately preceding calendar year, shall equal fifty percent (50%) of all Residual Receipts for such year. Residual Receipts shall be calculated and reported to Commission annually for each calendar year no later than March 15th of the following

calendar year on forms specified and provided by Commission from time to time. All calculations and records are subject to audit by Commission. Notwithstanding any other provision of this Note, unless due sooner, the entire outstanding principal balance of the Loan together with any outstanding interest and any other sums payable under this Note shall be due and payable in full on the Maturity Date.

1.3 Calculation of Residual Receipts. Borrower shall provide to Commission for inspection and copying any records, receipts, account books, ledgers, checks, or other documents or other evidence requested by Commission for the purpose of verifying Borrower's calculation of Residual Receipts, and shall promptly pay to Commission any further amount due but not paid as a result of any miscalculation by Borrower. In no event shall any Loan payment attributable to an Event of Default (as hereafter defined) or acceleration be deferred.

1.4 Default Rate. Any amounts (including but not limited to amounts of principal and interest on the Loan) which Borrower does not pay when due under the terms of the Loan Agreement or this Note shall bear interest at the rate of ten percent (10%) per annum, simple interest ("Default Rate"), from the date due until the date paid.

1.5 Definition of Residual Receipts.

1.5.1 "Residual Receipts" shall mean, with respect to each calendar year, the amount by which "Gross Rents," as defined herein, for such calendar year exceed the "Operating Expenses", as defined herein, for that calendar year.

1.5.2 With the exception of the "Excluded Items" (as defined below), "Gross Rents" shall mean, with respect to each calendar year or portion thereof, all gross income, rentals, revenues, payments and consideration, of whatever form or nature, whether direct or indirect, received by or paid to or for the account or benefit of Borrower or any "Affiliate" (as defined below) of Borrower or any of their agents or employees, from any and all sources, resulting from or attributable to the ownership, operation, leasing and occupancy of the Project, determined on the basis of generally accepted accounting principles applied on a consistent basis, and shall include, but not be limited to: (i) gross rentals paid by occupancy tenants of the Project under occupancy leases and payments and subsidies of whatever nature, including without limitation any payments, vouchers or subsidies from the United States Department of Housing and Urban Development (HUD) or any other person or organization, received on behalf of tenants under occupancy leases, (ii) amounts paid to Borrower or any Affiliate of Borrower on account of "Operating Expenses" (as defined herein) for further disbursement by Borrower or such Affiliate to a third party or parties, (iii) late charges and interest paid on rentals, (iv) rents and receipts from licenses, concessions, vending machines, coin laundry and similar sources; (v) other fees, charges or payments not denominated as rental but payable to Borrower in connection with the rental of office, retail, storage, or other space in the Project; and (vi) consideration received in whole or in part for the cancellation, modification, extension or renewal of occupancy leases. The term "Affiliate" shall mean any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with Borrower which, if Borrower is a partnership or limited liability company, shall include each of the constituent members or partners, respectively, thereof. The term "control" as used in

the immediately preceding sentence, means, with respect to a person that is a corporation, the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the shares of the controlled corporation, and, with respect to a person that is not a corporation, possession directly or indirectly of the power to direct or cause the direction of the management or policies of the controlled person. Notwithstanding the foregoing, Gross Rents shall not include the following items ("Excluded Items"): (aa) security deposits from tenants (except when applied by Borrower to rent or other amounts owing by tenants); (bb) capital contributions to Borrower or its members, partners or shareholders by its or their members, partners or shareholders; (cc) condemnation or insurance proceeds constituting 'Net Proceeds' as defined in Section 1.6 below; and (dd) funds received from any source (including but not limited to the Senior Financing and any Junior Financing or Other Financing) actually and directly used for acquisition and/or initial development of the Project; (ee) funds received from any third-party source to support the Supportive Services Plan.

1.5.3 "Operating Expenses" shall mean, with respect to each calendar year or portion thereof, the sum of the following expenses to the extent reasonably paid by Borrower during such period: (i) nonelective payments made with respect to the Senior Financing; (ii) all taxes and assessments imposed upon the Project and required to be paid by Borrower but only to the extent such taxes and assessments are paid or set aside as a reserve by Borrower during such calendar year; (iii) all amounts paid or set aside as a reserve by Borrower on account of insurance premiums for insurance carried in connection with the Project, provided that if insurance on the Project is maintained as part of a blanket policy covering the Project and other properties, the insurance premium included in this definition shall be the portion of the premium fairly allocable to the Project for the period; (iv) ownership and operating costs incurred by Borrower for the management, operation, cleaning, leasing, marketing, maintenance and repair of the Project (including without limitation, property management fees and administrative fees) properly chargeable against income according to generally accepted accounting principles, including without limitation wages, payroll and accounting costs, utility and heating charges, material costs, maintenance costs, costs of services, water and sewer charges, travel expenses allocable to the Project, and license fees and business taxes; provided, however, that (A) the amount included as property management fees and administrative fees in Operating Expenses shall collectively not exceed ten percent (10%) of Gross Rents from the Project for such period, all or a portion of each of which may be paid to Borrower and/or an Affiliate of Borrower, (B) such property management fees and administrative fees shall only be paid on the basis of supporting documentation reasonably acceptable to Commission, and shall be paid after the payment of all other Operating Expenses, and (C) partnership management fees and other fees payable to a partner in a tax credit limited partnership shall only be considered Operating Expenses to the extent they do not exceed $10,000 in the aggregate in any year, (D) a deferred developer fee, if any (which shall be paid according to Section 2.3 of the Loan Agreement); (v) reasonable and ordinary reserves actually set aside for replacement of roofing, furniture, fixtures, equipment, and other capital expenditures, in an annual amount no less than $300.00 per unit and no greater than such higher amount as may be established from time to time by mutual agreement of the Parties; and (vi) to the extent not otherwise included in Operating Expenses, amounts paid from any account as a reserve account for the purpose for which such reserve was created so long as such purpose would constitute an Operating Expense and (D) the salary payment of a supportive services coordinator of up to $20,000, as defined in the Cash Flow Analysis attached as part of Exhibit H.

1.5.4 Notwithstanding any provision of Section 1.5.3, the term "Operating Expenses" shall not include any of the following:

(i) salaries of employees of Borrower or Borrower's general overhead expenses, or expenses, costs and fees paid to an Affiliate of Borrower, to the extent any of the foregoing exceed the expenses, costs or fees that would be payable in a bona fide arms' length transaction between unrelated parties in the Los Angeles-Orange County area for the same work or services;

(ii) any amounts paid directly by a tenant of the Project to a third party in connection with expenses which, if incurred by Borrower, would be Operating Expenses;

(iii) optional or elective payments with respect to the Senior Financing;

(iv) any payments with respect to Junior Financing, Other Financing, or any other Project-related loan or financing other than the Senior Financing; or

(v) expenses, expenditures, and charges of any nature whatsoever arising or incurred by Borrower prior to completion of the Project with respect to the development, maintenance and upkeep of the Project, or any portion thereof, including, without limitation, all costs and expenses incurred by Borrower in connection with the acquisition of the Property, all predevelopment activities conducted by Borrower in connection with the Project, including without limitation, the preparation of all plans and the performance of any tests, studies, investigations or other work, and the construction of the Project and any on-site or off-site work in connection therewith.

1.6 In addition to the payments provided in Section 1.2 above, and subject to the terms of the Senior Financing, Borrower shall pay to Commission towards (but not to exceed) any outstanding amounts associated with the Loan: (a) no later than the date of close of escrow or other consummation of any Assignment other than a Minor Assignment, the Applicable Percentage of the Net Proceeds of such Assignment; and (b) no later than the recording of a Refinancing, fifty percent (50%) of the Net Refinancing Proceeds received from any such Refinancing. Notwithstanding the forgoing or anything to the contrary otherwise contained herein, Borrower shall have no obligation to pay to Commission any proceeds received as a result of (i) the withdrawal of Los Angeles Community Design Center as limited partner of Borrower pursuant to Article IV of Borrower's Second Amended and Restated Limited Partnership dated November ___, 2005, (ii) any other transfer event described in the last paragraph of Section 14.0 of the Loan Agreement.

A "Minor Assignment" shall mean any lease of an individual unit in the Project for occupancy by a residential tenant and in the ordinary course of business for operation of the Project.

"Applicable Percentage" shall mean fifty percent (50%); provided, however, that the term Applicable Percentage shall mean one hundred percent (100%) with respect to a payment on the Loan attributable in whole or in part to a condemnation of, or event of damage, destruction or

casualty with respect to, the Site, the Project or any portion of either.

"Assignment" means any voluntary or involuntary conveyance, disposition, assignment, taking, casualty, encumbrance (other than a Refinancing as defined below or the creation of the Senior Financing or any other Project Loan or limited partner contribution, the proceeds of which are used solely for initial acquisition of the Site by Borrower or initial development of the Project), sublease, sale, license, concession, management agreement, operating agreement, transfer or similar transaction with respect to any direct or indirect interest or economic benefit of any person or entity in connection with the Project or the use or occupancy of the Site including, without limitation, any Transfer by Borrower of all or any portion of its rights under or interest in the Project or the Site, any change of ownership or control of Borrower, any condemnation or taking of the Site or the Project or any portion thereof, any event of damage to or destruction of the Site or the Project, any foreclosure of Borrower's interest in the Project or the Site, whether by judicial proceedings, or by virtue of any power contained in a deed of trust, indenture or other instrument creating a lien against the Site or the Property, or any assignment of Borrower's estate in the Project or the Site through, or in lieu of, foreclosure or other appropriate and bona fide proceedings in the nature thereof; provided, however, that the term "Assignment" as used herein shall not include bona fide transfers of an ownership interest in Borrower to any Affiliate of Borrower, so long as the consideration paid to the selling partner, member or shareholder on account of such transfer does not exceed the actual amount paid by such partner, member or shareholder for its ownership interest plus reimbursement for any out-of-pocket expenses incurred by such partner, member or shareholder in connection with its acquisition of such ownership interest.

"Net Proceeds" of an Assignment shall mean (1) the proceeds received, directly or indirectly, by Borrower or any Affiliate or constituent member or partner, or majority shareholder, of Borrower or any Affiliate as a result of such Assignment, including, without limitation, cash, the amount of any monetary lien or encumbrance assumed or taken subject to by the assignee, the fair market value of any noncash consideration, including the present value of any promissory note received as part of the proceeds of such Assignment (such present value to be determined based upon a discount rate reasonably satisfactory to Commission), the entire condemnation award or compensation payable to Borrower or any Affiliate or constituent member or partner, or majority shareholder, of Borrower or any Affiliate in connection with a condemnation or taking in eminent domain of any part of the Site or the Project or any interest therein, all insurance proceeds or awards payable to Borrower or any Affiliate or constituent member or partner or majority shareholder of Borrower or any Affiliate in connection with any damage to or destruction of the Site or the Project or any part thereof not used for project restoration; less (2) the sum of (i) the actual, documented and reasonable expenses of effecting such Assignment, including reasonable brokerage commissions, title insurance premiums, documentary transfer taxes, and reasonable attorneys' fees, in each case actually paid in connection with the Assignment (provided that no deduction shall be allowed for payments to an Affiliate of the person or entity making the Assignment which are in excess of the amount that would be paid for the same or equivalent services in an arms' length transaction between unrelated parties acting reasonably), and (ii) the amount of any proceeds of the Assignment paid (excluding voluntary payments) towards the then-outstanding balance of the Senior Financing. Notwithstanding anything above to the contrary, the permissible deductions for purposes of calculating the Net Proceeds of an Assignment shall not include any foreign, U.S., state or local income taxes, franchise taxes, or other

taxes based on income.

"Refinancing" shall mean creation or substantial modification of a loan ("Project Loan") secured by an encumbrance on the Site, the Project, or any portion thereof. The term "Refinancing" shall not include the creation of the Senior Financing or any other Project Loan, the proceeds of which are used solely for initial acquisition of the Site by Borrower or initial development of the Project.

"Net Refinancing Proceeds" shall mean the gross face amount of the Project Loan obtained in connection with such Refinancing, after: (1) payment of the actual, documented and reasonable expenses of such Refinancing, including escrow fees, title policy expenses, legal expenses, survey fees, recording fees, commissions, and other usual and reasonable expenses of any such Refinancing (provided, that no deduction shall be allowed for payments in connection with such Refinancing which are in excess of the amounts that would be paid for the same or equivalent services in an arms' length transaction between unrelated parties acting reasonably); and (2) deduction of amounts repaid (excluding voluntary payments) in connection with the Refinancing towards amounts outstanding under the Senior Financing.

2. Acceleration.

Notwithstanding the payment terms set forth in Section 1 above, upon the occurrence of any "Event of Default" as set forth in Section 9 below, the entire outstanding principal balance of this Note, together with any outstanding interest and other amounts payable hereunder, shall, at the election of COMMISSION and upon notice to Borrower thereof become immediately due and payable without presentment, demand, protest or other notices of any kind, all of which are hereby waived by Borrower.

3. Prepayment; Application of Payments.

At any time after the disbursement of the Loan proceeds, Borrower may prepay all or a portion of the unpaid principal amount of the Loan and accrued interest and any other sums outstanding without penalty. All payments, including any prepayments or funds received upon acceleration pursuant to Section 2 above, shall be applied first toward any outstanding costs of collection or other amounts (excluding Loan principal or interest thereon) due under this Note or the Loan Agreement, then toward outstanding interest accrued at the Default Rate, if any, then toward outstanding interest accrued at the Basic Rate, if any, and finally toward the remaining principal balance under the Note.

4. Security and Source of Payment.

Borrower's obligations under this Note and the Loan Agreement shall, at all times during which any amount remains outstanding, be secured by the deed of trust ("Deed of Trust") of even date herewith, and of which Commission is the beneficiary, recorded against Borrower's fee interest in the Site and the Project (collectively, the "Property"). The security interest in the Property granted to Commission pursuant to the Deed of Trust shall be subordinate only to the Senior Financing and such exceptions to title shown in the title report for the Property which are approved in writing by Commission. Except to the extent any Event of Default hereunder results directly or indirectly from any fraud or intentional and material misrepresentation by Borrower in connection with this Note, the Loan Agreement or the Loan, the Loan is a nonrecourse obligation of Borrower and of any of its partners and, in the event of the occurrence of an Event of Default, Commission's only recourse under the Deed of Trust shall be against the Property, the proceeds thereof, the rents and other income arising from its use and occupancy as provided in the Deed of Trust, and any other collateral given to Commission as security for repayment of the Loan.

5. Obligation of Borrower Unconditional.

The obligation of Borrower to repay the Loan and all accrued interest thereon and all other sums due thereunder shall be absolute and unconditional, and until such time as all of the outstanding principal of, interest on and all other sums due under, this Note shall have been fully paid, Borrower agrees that it: (a) will use the funds solely for the purposes set forth herein; and (b) will not terminate or suspend any payment or obligations under this Note, the Loan Agreement, or any other document executed hereunder or in connection herewith for any cause, including without limitation, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any duty, liability or obligation arising out of or in connection with this Note, the Loan Agreement or any document executed hereunder or in connection herewith.

6. Purpose of Loan.

The Loan proceeds shall be used by Borrower only to provide financing for the predevelopment, construction and permanent financing of the Site for the housing development described in the Loan Agreement. In no event shall Borrower use or otherwise invest the proceeds of the Loan except as expressly provided in this Note.

7. Covenants of Borrower.

As additional consideration for the making of the Loan by Commission, Borrower covenants as follows:

7.1 Compliance with Loan Agreement and Deed of Trust. Borrower shall comply with all of its obligations under the Loan Agreement and the Deed of Trust. Any amounts payable by Borrower under the Loan Agreement or the Deed of Trust (other than amounts also payable hereunder) shall be deemed added to the principal amount of the Loan payable hereunder.

7.2 Other Loans. Borrower shall comply with all monetary and nonmonetary covenants associated with any loan secured by an interest in the Site or the Project. Borrower shall provide to Commission a copy of any notice of default within five business days after receiving any notice of a default or alleged default of such covenants by Borrower, and Borrower shall promptly cure any such default and cooperate in permitting Commission, to the extent Commission in its sole discretion elects to do so, to cure or assist in curing the default. Any cost or expenditure incurred by Commission in providing or assisting in such a cure shall be added to the outstanding principal amount of the Loan.

8. Assignment of this Note.

This Note shall be assignable by Borrower only if Borrower obtains the prior express written consent of Commission, which consent may be withheld by Commission in its sole discretion. Notwithstanding anything to the contrary in this Note, no purported assignment of this Note and the Loan shall be effective if such assignment would violate the terms, conditions and restrictions of any Applicable Governmental Restrictions. Commission's consent to such assignment shall be expressly conditioned upon (i) the assignee's execution of such documents as required by Commission in its sole discretion, including, without limitation, any and all documents deemed necessary by Commission to provide for said assignee's assumption of all of the obligations of Borrower hereunder and under the Loan Documents, and (ii) Commission's approval of the financial and credit worthiness of such proposed assignee and the assignee's ability to perform all of the Borrower's covenants under this Note and the Loan Agreement and any of the other Loan Documents. With respect to Projects funded through an allocation of state and/or federal low income housing tax credits, Commission has pre-approved certain transfers as provided in the last paragraph of Section 14 of the Loan Agreement.

9. Events of Default and Remedies.

A. Borrower Events of Default. The occurrence of any of the following shall, after the giving of any notice and the expiration of any applicable cure period described therein, constitute an event of default by Borrower hereunder ("Event of Default"):

(1) The failure of Borrower to pay or perform any monetary covenant or obligation hereunder or under the terms of the Deed of Trust or the Loan Agreement, without curing such failure within ten (10) days after the date such payment is due. Notwithstanding anything herein to the contrary, the herein described cure period shall not apply to a failure by Borrower to timely repay the Loan at the Maturity Date of this Note;

(2) The failure of Borrower to perform any nonmonetary covenant or obligation hereunder or under or the Deed of Trust or the Loan Agreement, without curing such failure within thirty (30) days after receipt of written notice of such default from Commission (or from any party authorized by Commission to deliver such notice as identified by Commission in writing to Borrower) specifying the nature of the event or deficiency giving rise to the default and the action required to cure such deficiency; provided, however, that if any default with respect to a nonmonetary obligation

is such that it cannot be cured within a 30-day period, it shall be deemed cured if Borrower commences the cure within said 30-day period and diligently prosecutes such cure to completion thereafter with the cure completed in any event within 180 days after the notice. Notwithstanding anything herein to the contrary, the herein described notice cure periods shall not apply to any Event of Default described in Sections 9(A)(3) through 9(A)(8) below;

(3) The material falsity of any representation or breach of any warranty or covenant made by Borrower under the terms of this Note, the Loan Agreement or the Deed of Trust;

(4) Borrower or any constituent member or partner, or majority shareholder, of Borrower shall (a) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian or the like of its property, (b) fail to pay or admit in writing its inability to pay its debts generally as they become due, (c) make a general assignment for the benefit of creditors, (d) be adjudicated a bankrupt or insolvent or (e) commence a voluntary case under the Federal bankruptcy laws of the United States of America or file a voluntary petition that is not withdrawn within ten (10) days of the filing thereof or answer seeking an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy or insolvency proceeding;

(5) If without the application, approval or consent of Borrower, a proceeding shall be instituted in any court of competent jurisdiction, under any law relating to bankruptcy, in respect of Borrower or any constituent member or partner or majority shareholder of Borrower, for an order for relief or an adjudication in bankruptcy, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or custodian or the like of Borrower or of all or any substantial part of Borrower's assets, or other like relief in respect thereof under any bankruptcy or insolvency law, and, if such proceeding is being contested by Borrower, in good faith, the same shall (a) result in the entry of an order for relief or any such adjudication or appointment, or (b) continue undismissed, or pending and unstayed, for any period of ninety (90) consecutive days;

(6) Following completion of the construction of the Project, voluntary cessation of the operation of the Project for a continuous period of more than thirty (30) days or the involuntary cessation of the operation of the Project in accordance with this Note for a continuous period of more than sixty (60) days;

(7) Borrower shall suffer or attempt to effect a Transfer, in violation of Section 14 or Section 29 of the Loan Agreement;

(8) Borrower shall be in default under the terms of the CC&Rs, Senior Financing, Junior Financing, Other Financing, the Supportive Services Agreement (if applicable under Section 7 of the Loan Agreement) or any other secured or unsecured obligation relating to the Project, unless the default is cured within the cure period, if any, applicable thereto under the terms of the obligation which is in default.

B. Commission Remedies. Upon the occurrence of an Event of Default hereunder, Commission may, in its sole discretion, take any one or more of the following actions:

(1) By notice to Borrower, declare the entire then unpaid principal balance of the Loan immediately due and payable, and the same shall become due and payable without further demand, protest or further notice of any kind, all of which are hereby expressly waived by Borrower. Upon such declaration, outstanding principal and (to the extent permitted by law) interest and any other sums outstanding in connection with the Loan shall thereafter bear interest at the Default Rate, payable from the date of such declaration until paid in full;

(2) Subject to the nonrecourse provisions of Section 4 above, take any and all actions and do any and all things which are allowed, permitted or provided by law, in equity or by statute, in the sole discretion of Commission, to collect the amounts then due and thereafter to become due hereunder, to exercise its rights under the Deed of Trust, and to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Note or under any other document executed in connection herewith;

(3) Subject to the nonrecourse provisions of Section 4 above, upon the occurrence of an Event of Default, which is occasioned by Borrower's failure to pay money, whether under this Note or the Loan Agreement, Commission may, but shall not be obligated to, make such payment. If such payment is made by Commission, Borrower shall deposit with Commission, upon written demand therefore, such sum plus interest at the Default Rate. The Event of Default with respect to which any such payment has been made by Commission shall not be deemed cured until such repayment has been made by Borrower. Until repaid, such amounts shall have the security afforded disbursements under this Note;

(4) Subject to the nonrecourse provisions of Section 4 above, upon the occurrence of an Event of Default described in Section 9(A)(4) or 9(A)(5) hereof, Commission shall be entitled and empowered by intervention in such proceedings or otherwise to file and prove a claim for the whole amount owing and unpaid on the Loan and, in the case of commencement of any judicial proceedings, to file such proof of claim and other papers or documents as may be necessary or advisable in the judgment of Commission and its counsel to protect the interests of Commission and to collect and receive any monies or other property in satisfaction of its claim.

C. No Remedy Exclusive. No remedy herein conferred upon or reserved to Commission

is intended to be exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Note or now or hereafter existing at law or in equity or by statute; and may be exercised in such number, at such times and in such order as Commission may determine in its sole discretion. No delay or omission to exercise any right or power upon the occurrence of any Event of Default hereunder 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 by Commission. In order to entitle Commission to exercise any right or remedy reserved to it under this Note, no notice shall be required except as expressly provided herein.

D. Commission Default and Borrower Remedies. Upon fault or failure of Commission to meet any of its obligations under this Note without curing such failure within thirty (30) days after receipt of written notice of such failure from Borrower specifying the nature of the event or deficiency giving rise to the default and the action required to cure such deficiency, Borrower may, as its sole and exclusive remedies:

(1) Demand and obtain payment from Commission of any sums due to or for the benefit of Borrower pursuant to the express terms of this Note;

(2) Bring an action in equitable relief seeking the specific performance by Commission of the terms and conditions of this Note or seeking to enjoin any act by Commission which is prohibited hereunder; and

(3) Bring an action for declaratory relief seeking judicial determination of the meaning of any provision of this Note.

Without limiting the generality of the foregoing, Borrower shall in no event be entitled to, and hereby waives, any right to seek consequential damages of any kind or nature from Commission arising out of or in connection with this Note, and in connection with such waiver Borrower is familiar with and hereby waives the provisions of Section 1542 of the California Civil Code which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

10. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto brings any action or files any proceeding in connection with the enforcement of its respective rights under this Note or any of the other Loan Documents as a consequence of any breach by the other party of its obligations hereunder or thereunder, the prevailing party in such action or proceeding shall be entitled to have its reasonable attorneys' fees and out-of-pocket expenditures paid by the losing party. The attorneys' fees so recovered shall include fees for prosecuting or defending any appeal and shall be awarded for any supplemental proceedings until the final judgment is satisfied in full. In addition to the foregoing award of attorneys' fees, the prevailing party in any lawsuit on this Note or any other Loan Document shall also be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. In addition to the foregoing, Borrower agrees to pay or reimburse Commission, upon demand by Commission, for all costs incurred by Commission in connection with the enforcement of this Note, and any other Loan Document, including without limitation, reasonable attorneys' fees and costs, if there shall be filed by or against Borrower any proceedings under any federal or state bankruptcy or insolvency laws, whether Commission is a creditor in such proceeding or otherwise.

11. Conflict of Interest; No Individual Liability.

No official or employee of Commission shall have any personal interest, direct or indirect, in this Note, nor shall any official or employee of Commission participate in any decision relating to this Note which affects such official's or employee's pecuniary interest in any corporation, partnership or association in which such official or employee is directly or indirectly interested. No official or employee of Commission shall be personally liable in the event of a breach of this Note by Commission.

12. Amendments, Changes and Modifications.

This Note may not be amended, changed, modified, or altered without the prior written consent of the parties hereto.

13. Notices.

All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Note shall be in writing and shall be given by personal delivery, facsimile, certified mail (return receipt requested), or overnight guaranteed delivery service and faxed or addressed as follows:

If to Commission: Community Development Commission
Of the County of Los Angeles
Two Coral Circle
Monterey Park, California 91755-7425
Attn: Executive Director
Fax No. (323) 890-8584

With a copy to: Community Development Commission
Of the County of Los Angeles
Two Coral Circle
Monterey Park, California 91755-7425

Attn: Director of Housing Development and Preservation
Fax No. (323) 890-8576

If to Borrower: Las Brisas Community Housing II, L.P.
701 East Third Street, Suite 400
Los Angeles, CA 90013
Attn: Executive Director
Fax No. (213) 629-6407

With a copy to: Wincopin Circle LLLP
c/o The Enterprise Social Investment Corporation
10227 Wincopin Circle, Suite 810
Columbia, Maryland 21044
Attn: Senior Vice President National Equity Initiatives
Fax No. (410) 964-1376

Notices shall be effective upon receipt, if given by personal delivery; upon receipt, if faxed, provided there is written confirmation of receipt (except that if received after 5 p.m., notice shall be deemed received on the next business day); otherwise notice shall be effective the earlier of (i) three (3) business days after deposit with United States Mail, or (ii) the date of actual receipt as evidenced by the return receipt, if delivered by certified mail; or (iii) one (1) day after deposit with the delivery service, if delivered by overnight guaranteed delivery service. Each party shall promptly notify the other party of any change(s) of address to which notice shall be sent pursuant to this Note.

14. Severability.

The invalidity or unenforceability of any one or more provisions of this Note will in no way affect any other provision.

15. Interpretation.

Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the paragraphs of this Note are for convenience only and do not define or limit any terms or provisions. Time is of the essence in the performance of this Note by Borrower. Each Party has been represented by counsel in the negotiation of this Note, and it shall not be interpreted in favor of or against any Party on account of relative responsibilities in drafting. Notwithstanding any other provision of this Note, nothing herein or in this Note shall be deemed to require Borrower to pay interest in the amount of any applicable usury law or other legal limitation on interest, and the terms hereof and of this Note shall be interpreted to require in each instance the lesser of (i) the amount stated in this Note; and (ii) the maximum applicable legal limit. Defined terms not otherwise defined herein shall have the meaning assigned to them by the Loan Agreement.

16. No Waiver; Consents.

Any waiver by Commission must be in writing and will not be construed as a continuing waiver. No waiver will be implied from any delay or failure by Commission to take action on account of any default of Borrower. Consent by Commission to any act or omission by Borrower will not be construed as consent to any other or subsequent act or omission or to waive the requirement for Commission's consent to be obtained in any future or other instance.

17. Governing Law.

This Note shall be governed by the laws of the State of California.

18. Representations, Warranties and Additional Covenants of Borrower.

Borrower hereby represents, warrants and covenants to COMMISSION that:

A. Organization and Standing. Borrower is a California legal entity as described in the Transaction Summary set forth in the Loan Agreement, duly formed, qualified to operate in California and validly existing and in good standing under all applicable laws, and has all requisite power and authority to enter into and perform its obligations under this Note, the Loan Agreement, the Deed of Trust, the CC&Rs, and all other documents executed in connection herewith.

B. Enforceability. This Note and all other instruments to be executed by Borrower in connection with the Loan constitute the legal, valid and binding obligation of Borrower, without joinder of any other party.

C. Authorization and Consents. The execution, delivery and performance of this Note and all other instruments to be executed in connection herewith is consistent with the operating agreement, partnership agreement or articles and bylaws governing Borrower and have been duly authorized by all necessary action of Borrower's members, partners, directors, officers and shareholders.

D. Due and Valid Execution. This Note and all other instruments to be executed in connection herewith, will, as of the date of their execution, have been duly and validly executed by Borrower.

E. Licenses. Borrower will obtain and maintain all material licenses, permits, consents and approvals required by all applicable governmental authorities to own and operate the Project.

F. Litigation and Compliance. There are no suits, other proceedings or investigations pending or threatened against, or affecting the business or the properties of Borrower (other than those as have been previously disclosed in writing to Commission) which could impair its ability to perform its obligations under this Note, nor is Borrower in violation of any laws or ordinances which could materially impair Borrower's ability to perform its obligations under this Note.

G. Default. There are no facts now in existence which would, with the giving of notice or the lapse of time, or both, constitute an "Event of Default" hereunder, as described in Section 9.

H. No Violations. The execution and delivery of this Note, the Loan Agreement and all other documents executed or given thereunder, and the performances hereunder and thereunder by Borrower, as applicable, will not constitute a breach of or default under any instrument or agreement to which Borrower may be a party nor will the same constitute a breach of or violate any law or governmental regulation.

19. Approvals.

Except with respect to those matters set forth hereinabove providing for Commission's approval, consent or determination to be at Commission's "sole discretion" or "sole and absolute discretion," Commission hereby agrees to act reasonably with regard to any approval, consent, or other determination given by Commission hereunder. Commission agrees to give Borrower written notice of its approval or disapproval following submission of items to Commission for approval, including, in the case of any disapproved item, the reasons for such disapproval.

Any review or approval of any matter by Commission or any Commission official or employee under this Note shall be solely for the benefit of Commission, and neither Borrower nor any other person shall rely upon such review or approval as an indication of the wisdom, soundness, safety, appropriateness, or presence or absence of any matter. Without limiting the generality of the foregoing, Borrower and not Commission shall be solely responsible for assuring compliance with laws, the suitability of the Site for the Project, the adequacy of the plans, and the safety of the Project construction site, the completed Project, and the operation thereof.

Any consent to a Transfer under Section 29 of the Loan Agreement and any other consent or approval by Commission under this Note, the Deed of Trust, the Loan Agreement or any of the other documents executed in connection therewith, may be given by Commission's Executive Director without action by Commission's governing board, unless the Executive Director in his or her sole discretion elects to refer the matter to the board.

20. Good Faith and Fair Dealing.

COMMISSION and Borrower agree to perform all of their obligations and the actions required of each hereunder in good faith and in accordance with fair dealing.

21. Waiver.

Borrower agrees that it will still be liable for repayment of this Note, subject to the nonrecourse provision of Section 4 above, even if the holder hereof does not follow the procedures of presentment, protest, demand, diligence, notice of dishonor and of nonpayment, which requirements are hereby waived. Failure of Commission or other holder hereof to exercise any right or remedy hereunder shall not constitute a waiver of any future or other default. No acceptance of a past due installment or indulgence granted from time to time shall be construed to be a waiver of, or to preclude the exercise of, the right to insist upon prompt payment thereafter or to impose late charges retroactively or prospectively, or to waive or preclude the exercise of any other rights which Commission may have.

IN WITNESS WHEREOF, Borrower has executed this Note as of the date and year first above written

BORROWER:

LAS BRISAS COMMUNITY HOUSING II, L.P.,
a California Limited Partnership

By: **DESIGN CENTER DEVELOPMENT CORPORATION**
Its: General Partner

By: _____
Amy Anderson, Vice President & Housing Director

EXHIBIT "D" TO HOME LOAN AGREEMENT

DEED OF TRUST

OFFICIAL BUSINESS

Document entitled to free
recording per Govt. Code
Section 6103.

Recording Requested by and
When Recorded Mail To:

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES
2 Coral Circle
Monterey Park, CA 91755-7425
Attn.: Director of Housing
Development and Preservation

Above Space For Recorder's Use Only

DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust") is made as of November ___, 2005, by and between LAS BRISAS COMMUNITY HOUSING II, L. P., a California Limited Partnership ("Trustor") whose address is 701 E. 3rd Street, Suite 400, Los Angeles, CA 90013, United Title Company ("Trustee") and the COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, a public body corporate and politic ("Beneficiary").

RECITALS

A. Beneficiary is making a loan to Trustor in the original principal amount of up to TWO MILLION FIVE HUNDRED THOUSAND Dollars ($2,500,000) (the "Loan") pursuant to that certain Loan Agreement (the "Loan Agreement") entered into by Trustor and Beneficiary and dated as of November ___, 2005. The Loan is evidenced by a promissory note of even date herewith executed by Trustor (the "Note") in the principal amount of the Loan.

B. Trustor intends to use the Loan proceeds for the purpose of providing predevelopent construction and permanent financing for the housing development described in the Loan Agreement (the "Project"). The Project is developed on a site legally described on Attachment "1" to this Deed of Trust (the "Property").

NOW THEREFORE, in consideration of the Loan, Trustor hereby irrevocably grants, conveys, transfers and assigns to Trustee, its successors and assigns, in trust, with power of sale and right of entry and possession as provided below, all of its present and future estate, right, title and interest in and to the Property, together with all right, title and interest of Trustor therein and in and to, and grants

to Beneficiary a security interest in, the following:

(A) All development rights, air rights, water, water rights, and water stock relating to the Property.

(B) All present and future structures, buildings, improvements, appurtenances and fixtures of any kind on the Property, including but not limited to all apparatus, attached equipment and appliances used in connection with the operation or occupancy of the Property, such as heating and air-conditioning systems and facilities used to provide any utility services, ventilation, vehicular cleaning, storage or other services on the Property, and all signage, carpeting and floor coverings, partitions, generators, screens, awnings, boilers, furnaces, pipes, plumbing, vacuum systems, brushes, blowers, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, heating, ventilating, air conditioning and air cooling equipment, and gas and electric machinery and equipment, it being intended and agreed that all such items will be conclusively considered to be a part of the Property conveyed by this Deed of Trust, whether or not attached or affixed to the Property.

(C) All appurtenances of the Property and all rights of Trustor in and to any streets, roads or public places, easements or rights of way, relating to the Property.

(D) All of the rents, royalties, profits and income related to the Property, to the extent not prohibited by any applicable law.

(E) All proceeds and claims arising on account of any damage to or taking of the Property and all causes of action and recoveries for any loss or diminution in value of the Property.

(F) All existing and future goods, inventory, equipment and all other personal property of any nature whatsoever now or hereafter located on the Property which are now or in the future owned by Trustor and used in the operation or occupancy of the Property or in any construction on the Property but which are not effectively made real property under Clause (B) above, including but not limited to all appliances, furniture and furnishings, building service equipment, and building materials, supplies, equipment, machinery, plumbing and plumbing material and supplies, concrete, lumber, hardware, electrical wiring and electrical material and supplies, roofing material and supplies, doors, paint, drywall, insulation, cabinets, ceramic material and supplies, flooring, attached appliances, fencing, landscaping and all other materials, supplies and property of every kind and nature.

(G) All of the right, title and interest of Trustor in and to all sales contracts of any nature whatsoever now or hereafter executed covering any portion of the Property, together with all deposits or other payments made in connection therewith.

(H) All of the right, title and interest of Trustor in and to any construction contracts, plans and specifications, building permits, and all other documents necessary for completion of the improvements to the construction of the Property.

(I) All water stock relating to the Property, all shares of stock or other evidence of ownership of any part of the Property that is owned by Trustor in common with others, and all documents of membership in any owner's or members' association or similar group having responsibility for managing or operating any part of the Property.

(J) All present and future accounts, general intangibles, chattel paper, contract rights, deposit accounts, instruments and documents as those terms are defined in the California Uniform Commercial Code, now or hereafter relating or arising with respect to the Property and/or the use thereof or any improvements thereto, including without limitation: (i) all rights to the payment of money, including escrow proceeds arising out of the sale or other disposition of all or any portion of the estate of Trustor upon the Property now or hereafter existing thereon; (ii) all plans, specifications and drawings relating to the development of the Property and/or any construction thereon; (iii) all use permits, licenses, occupancy permits, construction and building permits, and all other permits and approvals required by any governmental or quasi-governmental authority in connection with the development, construction, use, occupancy or operation of the Property; (iv) any and all agreements relating to the development, construction, use, occupancy and/or operation of the Property between Trustor and any contractor, subcontractor, project manager or supervisor, architect, engineer, laborer or supplier of materials; (v) all lease or rental agreements; (vi) all names under which the Property is now or hereafter operated or known and all rights to carry on business under any such names or any variant thereof; (vii) all trademarks relating to the Property and/or the development, construction, use, occupancy or operation thereof; (viii) all goodwill relating to the Property and/or the development, construction, use, occupancy or operation thereof; (ix) all reserves, deferred payments, deposits, refunds, cost savings, bonds, insurance policies and payments of any kind relating to the Property; (x) all loan commitments issued to Trustor in connection with any sale or financing of the Property; (xi) all funds deposited with Beneficiary by Trustor, and all accounts of Trustor with Beneficiary, including all accounts containing security deposits and prepaid rents paid to Trustor in connection with any leases of the Property, and all proceeds thereof; and (xii) all supplements, modifications and amendments to the foregoing.

Trustor does hereby covenant with Trustee and Beneficiary, that Trustor has good right to bargain, sell and convey Trustor's interest in the Property in manner and form as above written; and Trustor warrants and will defend same to Beneficiary, forever, against all lawful claims and demands whatsoever except as stated above.

THIS DEED OF TRUST IS FOR THE PURPOSE OF SECURING:

(1) performance of each agreement of Trustor herein contained or incorporated herein by reference, including, without limitation, the covenants, conditions and restrictions contained in the CC&Rs recorded against the Property in favor of the Commission;

(2) payment of the indebtedness (including, without limitation, interest thereon) evidenced by the Note, and any extension or renewal or modification thereof;

(3) performance of each agreement of Trustor contained in the Loan Agreement, or any of the "Loan Documents" (as defined therein), and any extension, renewal or modification of such Loan Agreement and Loan Documents;

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Secured Obligations. To pay when due (a) the principal of, and the interest on, the indebtedness evidenced by the Note, (b) charges, fees and all other sums as provided in the Loan Agreement, and (c) the principal of, and interest on, any future advances secured by this Deed of Trust.

2. Maintenance, Repair, Alterations. To keep the Property in good condition and repair; to complete promptly and in a good and workmanlike manner all buildings and other improvements to be constructed on the Property, including specifically all buildings and improvements described in the Loan Agreement, and promptly restore in like manner any structure that may be damaged or destroyed thereon; to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Property or any part thereof or requiring any alterations or improvements thereon; not to commit or permit any waste or deterioration of the Property; to keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; not to commit, suffer or permit, to the extent Trustor is able by the exercise of commercially reasonable best efforts, any act to be done in or upon the Property in violation of any law, ordinance or regulation.

3. Insurance. To provide, maintain at its expense and deliver to Beneficiary at all times until payment in full of all obligations secured hereby, insurance as required by the Loan Agreement or the Note.

In the event of any loss or damage, Trustor shall give immediate notice thereof to Beneficiary, and Beneficiary may thereupon make proof of such loss or damage, if the same is not promptly made by Trustor. Trustor and Beneficiary hereby agree to cooperate in making any adjustment and compromise of any loss covered by the aforementioned insurance policies upon the property, and Trustor authorizes and empowers Beneficiary, at its option, to collect and receive the proceeds, and endorse checks and drafts issued thereof. Beneficiary agrees that in the event of any loss covered by insurance policies on the Property subject to this Deed of Trust, provided there is not then existing any material default (or such existing default will be cured by the proceeds of such insurance) in the observance or performance of any of the covenants and agreements contained herein or in the Note or any future notes secured hereby, or in any other agreement with or for the benefit of the Beneficiary in connection with any indebtedness secured hereby, the proceeds of such insurance shall be used for the repair or restoration of the Property and will be disbursed in accordance with such protective terms and conditions as Beneficiary may impose.

Trustor hereby fully assigns to Beneficiary all current and future claims under any policy of insurance related to the Property or Project regardless of whether such insurance was required to be maintained by the Loan Documents. Any and all unexpired insurance shall inure to the benefit of and pass to the purchaser of the Property at any foreclosure sale, or any Trustee's sale held pursuant hereto.

Further, Beneficiary may at any time in its sole discretion require Trustor to submit satisfactory evidence of insurance policies obtained pursuant to this Section 3, and of Trustor's compliance with all the provisions of said policies.

4. Lawsuits. To appear in and defend, or otherwise take such action therein as the Beneficiary and Trustee or either of them may deem advisable with respect to, any action or proceeding affecting the security for the Loan in which Beneficiary or Trustee may appear.

5. Beneficiary Statement. To pay all charges for all court costs and expenses which Beneficiary may elect to advance in order to keep unimpaired, protect, and preserve the title

thereto; and to pay for any statement provided for by law in effect at the date hereof regarding the obligations secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

6. Condemnation. That all judgments, awards of damages and settlements, hereafter made as a result of or in lieu of any condemnation or other proceedings for public use of, or for any damage to, the Property or the improvements thereon, are hereby assigned to Beneficiary. If (i) Trustor is not then in material default hereunder (or such default will be cured with the proceeds from the foregoing), and (ii) the taking is a partial taking, all proceeds thereof shall be applied to restoring the Property, if practicable, as reasonably determined by Beneficiary. In the event (i) Trustor is in material default hereunder (or such default will not be cured with the proceeds of the forgoing); (ii) the taking is a total taking, or (iii) the taking is a partial taking and Beneficiary has reasonably determined that restoration of the Property is not practicable, the proceeds shall be paid to Beneficiary to the extent of those monies due and owing under the Note, this Deed of Trust, future notes or future deeds of trust, and Beneficiary is hereby authorized to receive such monies. Trustor agrees to execute such further assignments of any such award, judgment or settlement which may be received by Trustor. Subject to any prior rights of creditors under the Senior Financing (as defined in the Loan Agreement), Beneficiary may apply any and all such sums to the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount so received by it or any part thereof may be released. Neither the application nor the release of any such sums shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. Permitted Acts of Beneficiary. That without affecting the liability of any person, including Trustor (other than any person released pursuant hereto), for the payment of any indebtedness secured hereby, Beneficiary is authorized and empowered as follows: Beneficiary may at any time, and from time to time, either before or after the maturity of the obligations secured hereby, and without notice (a) release any person liable for the payment of any of the indebtedness, (b) make any agreement extending the time or otherwise altering the terms of payment of any of the indebtedness, (c) accept additional security therefor of any kind, or (d) release any property, real or personal, securing the indebtedness.

8. Reconveyance of Property. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention, and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

9. Default and Trustee's Sale. That upon the occurrence of an "Event of Default" under this Deed of Trust (as defined in Section 18 below) Beneficiary may declare all principal remaining unpaid, all interest then earned and remaining unpaid, and all sums other than principal or interest secured hereby, immediately due and payable (and thenceforth at the option of the Beneficiary and except as otherwise prohibited by law, the entire balance of the unpaid principal shall thereafter bear interest at the Default Rate of interest per annum as set forth in the Note until paid) and may proceed to exercise the power of sale granted by this Deed of Trust by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. 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 may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: first, all sums expended by the Beneficiary under the terms hereof or under the Note, not then repaid, with accrued interest at the Default Rate; second, all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

10. Substitute Trustees. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the Office of the Recorder of the County of Los Angeles, and by otherwise complying with the provisions of California Civil Code Section 2934a, or any successor section, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, right, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

11. Successors Bound. That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, assigns, trustees and receivers. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

12. Evidence of Title. That if, because of any default hereunder, or because of the filing or contemplated filing of any legal proceedings affecting the Property, Beneficiary deems it necessary to obtain an additional evidence of title or to cure any defect in title, Beneficiary may procure such evidence or cure such defect, pay the cost thereof, and shall have an immediate claim against Trustor therefor, together with a lien upon the Property for the amount so paid, with interest at the rate of zero percent (0%) per annum (simple interest). Beneficiary is further authorized to require an appraisal of the Property at any time that Beneficiary may reasonably request.

13. Default in Other Instruments; Bankruptcy. That default in the terms of any other instrument securing the debt secured hereby, and/or the filing or other commencement of any bankruptcy or insolvency proceedings including any assignment for the benefit of creditors or other proceedings intended to liquidate or rehabilitate, by, for or against Trustor shall after any applicable cure period constitute default under this Deed of Trust.

14. Statute of Limitations. That the pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived by the Trustor, to the full extent permissible by law.

15. Severability. That the invalidity of any one or more covenants, phrases, clauses, sentences, paragraphs or sections of this Deed of Trust shall not affect the remaining portions of this Deed of Trust or any part hereof and this Deed of Trust shall be constructed as if such invalid covenants, phrases, sentences, paragraphs or sections, if any, had not been inserted herein.

16. Order of Application. That if the indebtedness secured hereby is now or hereafter becomes further secured by a security agreement, deed of trust, pledge, contract of guaranty or other additional securities, Beneficiary may to the full extent allowed by law, at its option, exhaust any one or more of said securities as well as the security hereunder, either concurrently or independently and in such order as it may determine, and may apply the proceeds received upon the indebtedness secured hereby without affecting the status of, or waiving any right to exhaust all or any other security including the security thereunder and without waiving any breach or default in any right or power, whether exercised hereunder or contained herein, or in any such other security.

17. Covenants of Trustor.

a. Audit by State and Federal Agencies. In the event the Loan is subjected to audit, monitoring or other inspections by appropriate state and federal agencies, Trustor shall comply with such inspections and pay, on behalf of itself and Beneficiary, the full amount of the cost to the inspecting agency of such inspections (unless such inspection and any resulting liability arises solely from the gross negligence or willful misconduct of Beneficiary).

b. Program Evaluation and Review Trustor shall allow Beneficiary's authorized personnel to inspect and monitor its facilities and program operations as they relate to the Project or the Loan Agreement, including the interview of Trustor's staff, tenants, and other program participants, as reasonably required by Beneficiary during the term of the Loan.

18. Default. The Trustor will be in default under this Deed of Trust upon any of the following events which, if not cured within the applicable cure period provided, if any, shall constitute an event of default hereunder ("Event of Default"):

a. The failure of Trustor to pay or perform any monetary covenant or obligation hereunder or under the terms of the Note, the Loan Agreement or any other documents executed in connection therewith, without curing such failure within ten (10) days after receipt of written notice of such default from Commission. Notwithstanding anything herein to the contrary, the herein described cure period shall not apply to a failure by Trustor to timely repay the Loan at the Maturity Date of the Note;

b. The failure of Trustor to perform any non-monetary covenant or obligation hereunder or under the terms of the Loan Agreement, the Note or any other documents executed in connection therewith, without curing such failure within thirty (30) days after receipt of written notice of such default from Beneficiary (or from any party authorized by Beneficiary to deliver such notice as identified by Beneficiary in writing to Trustor) specifying the nature of the event or

deficiency giving rise to the default and the action required to cure such deficiency. Provided, however, that if any default with respect to a non-monetary obligation is such that it cannot be cured within a 30-day period, it shall be deemed cured if Trustor commences the cure within said 30-day period and diligently prosecutes such cure to completion thereafter. Notwithstanding anything herein to the contrary, the herein described notice requirements and cure periods shall not apply to any Event of Default described in Sections 18(c) through 18(g) below;

c. The material falsity of any representation or breach of any warranty or covenant made by Trustor under the terms of this Deed of Trust, the Note, the Loan Agreement or any other document executed in connection therewith;

d. Trustor or any constituent member or partner, or majority shareholder, of Trustor shall (a) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian or the like of its property, (b) fail to pay or admit in writing its inability to pay its debts generally as they become due, (c) make a general assignment for the benefit of creditors, (d) be adjudicated a bankrupt or insolvent or (e) commence a voluntary case under the Federal bankruptcy laws of the United States of America or file a voluntary petition that is not withdrawn within ten (10) days of the filing thereof or answer seeking an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against it in any bankruptcy or insolvency proceeding;

e. If without the application, approval or consent of Trustor, a proceeding shall be instituted in any court of competent jurisdiction, under any law relating to bankruptcy, in respect of Trustor or any constituent member or partner, or majority shareholder, of Trustor, for an order for relief or an adjudication in bankruptcy, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or custodian or the like of Trustor or of all or any substantial part of Trustor's assets, or other like relief in respect thereof under any bankruptcy or insolvency law, and, if such proceeding is being contested by Trustor, in good faith, the same shall (a) result in the entry of an order for relief or any such adjudication or appointment, or (b) continue undismissed, or pending and unstayed, for any period of ninety (90) consecutive days;

f. Trustor shall suffer or attempt to effect "Transfer" (as defined in Section 33 below) other than in full compliance with the terms of this Deed of Trust (or otherwise in violation of Section 14 or 30 of the Loan Agreement);

g. Trustor shall be in default under the CC&Rs, the Senior Financing, any Junior Financing or Other Financing (as all these terms are defined in the Loan Agreement), or any other secured or unsecured obligation relating to the Project, unless the default is cured within the cure period, if any, applicable thereto under the terms of the obligation which is in default; or

h. Following completion of the construction of the Project, voluntary cessation of the operation of the Project for a continuous period of more than thirty (30) days or the involuntary cessation of the operation of the Project in accordance with this Deed of Trust for a continuous period of more than sixty (60) days.

19. Acceleration. The entire principal and all accrued and unpaid interest on the Note shall be due and payable as therein set forth; provided, however, that the entire balance of the outstanding principal and all accrued and unpaid interest on the Note, together with any outstanding

interest and other amounts payable thereunder, shall, at the election of Beneficiary and upon notice to Trustor thereof, become immediately due and payable upon any Event of Default as set forth in the Note, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by Trustor.

20. Breach by Trustor, Cure by Beneficiary or Trustee. In the event of Trustor's failure to comply with any or all of the promises and agreements set forth in this Deed of Trust or to make any payment or to do any act as provided in this Deed of Trust, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either in its sole judgment may deem necessary to protect the security hereof (including, without limitation, to procure insurance and pay the premiums therefore; to pay unpaid water rents, sewer service charges, and other governmental or municipal charges and rates, and all or any part of the unpaid taxes, assessments, and reassessments, if in its judgment the same are just and valid; to pay the cost of appraisals, reappraisals, and extensions of title; to enter or have its agents enter upon the Property whenever reasonably necessary for the purpose of inspecting the Property or making repairs or installations as it deems necessary to preserve the Property or to protect the same from vandalism, without thereby becoming liable as a trespasser or mortgagee or beneficiary in possession, and to pay for such repairs and installations). Beneficiary and Trustee are hereby authorized to enter upon the Property for such purposes; to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; to pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, to pay necessary expenses, employ counsel of its choice and pay the reasonable fees of such counsel. Trustor agrees to pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from the date of expenditure at the amount allowed by law in effect at the date hereof, and that Beneficiary shall have a lien upon the Property for the sums so expended and such interest thereon.

21. Security Agreement. That all property covered by this Deed of Trust be deemed to constitute real property or interests in real property to the maximum extent permitted under applicable law. To the extent that any tangible property, equipment or other property covered by this Deed of Trust constitutes personal property, such personal property shall constitute additional security. This Deed of Trust shall create in Beneficiary a security interest in such personal property and shall in respect thereof constitute a security agreement (the "Security Agreement"). Beneficiary shall be entitled to all of the rights and remedies in respect of any personal property included in the Property covered by this Deed of Trust afforded a secured party under the Uniform Commercial Code and other applicable law. At Beneficiary's request Trustor will at any time and from time to time furnish Beneficiary for filing financing statements signed by Trustor in form satisfactory to Beneficiary. Trustor acknowledges and agrees that thirty (30) days' notice as to the time, place and date of any proposed sale of any personal property shall be deemed reasonable for all purposes. Trustor agrees that the Security Agreement created hereby shall survive the termination or reconveyance of this Deed of Trust unless Beneficiary executes documentation expressly terminating the Security Agreement.

22. Assumption of Liability. Except as provided in Section 33 below, the assumption of liability for the payment of the indebtedness hereby secured, by any successor in interest to Trustor in the Property (in the event Beneficiary elects not to accelerate the repayment of the Loan pursuant to any transfer or disposition of the Property by operation of law or otherwise) shall not release Trustor from liability Trustor has hereunder or under the Loan Documents for the payment

of such indebtedness or any sums advanced under and secured by this Deed of Trust. Any forbearance or indulgence of Beneficiary, or extensions of time for the payment of all or any part of the indebtedness secured hereby, or the release of a part of the Property from the lien of this Deed of Trust, for, or without, payment of a consideration, shall not in any manner diminish or reduce the liability of Trustor (subject to the nonrecourse provisions of Section 27) for the payment of the indebtedness now or hereafter secured hereby; and that any payments made upon the said indebtedness shall be deemed to have been made on behalf and for the benefit of all parties obligated to pay the same. The acceptance of payments in excess of the installments provided to be paid upon the Note or the consideration paid for any such release shall not alter or diminish the obligation of Trustor to thereafter make payments in the amounts and on the dates provided therein, until the same are fully paid.

23. Future Advances. That upon the request of the Trustor or its successor in ownership of the Property, Beneficiary may, at its option, at any time before full payment of the Note secured hereby, make further advances to the Trustor or its successors in ownership, and the same, with interest and late charges as permitted by law, shall be secured by this Deed of Trust; and provided further that if Beneficiary, at its option, shall make a further advance or advances as aforesaid, the Trustor or its successors in ownership agree to execute and deliver to Beneficiary a note to evidence the same, payable on or before the maturity of the indebtedness under the Note secured hereby and bearing such other terms as Beneficiary shall require.

Trustor further acknowledges and agrees: that this Deed of Trust is intended to, and shall, secure not only the original indebtedness under the Note, but any and all future advances made by Beneficiary to Trustor; that this Deed of Trust shall secure any unpaid balances of advances made with respect to the Property; that Beneficiary shall have the benefit of all statutes now existing or henceforth enacted to assure repayment of any such future advances plus interest thereon; that to secure the payment of said original indebtedness and future advances Beneficiary shall also have a lien upon all other personal property and securities now or hereafter in its possession belonging to Trustor; that all rights, powers and remedies conferred upon Beneficiary herein are in addition to each and every other right which Beneficiary has hereunder; that all rights, powers and remedies conferred upon Beneficiary in equity or by law may be enforced concurrently therewith; that Beneficiary shall be subrogated to the rights and seniority of any prior lien paid or released by reason of the application thereon of any of the proceeds hereof, and that each and all of the covenants, agreements, and provisions hereof shall bind the respective heirs, executors, administrators, successors, and assigns of Trustor and Beneficiary herein, and all others who subsequently acquire any right, title, or interest in the Property, or to this Deed of Trust and the indebtedness secured hereby.

24. Captions. That the captions of the sections of this Deed of Trust are for convenience only and shall not be considered in resolving questions of interpretation or construction.

25. Estoppel Certificates. That Trustor will from time to time at Beneficiary's request furnish Beneficiary or any person designated by Beneficiary a certified statement in form satisfactory to Beneficiary showing as of the date of the certificate the unpaid principal balance and accrued interest on the Note and stating that Trustor is not in default hereunder (or describing any default), and stating that Trustor has no defense, right of set off or counterclaim in the payment of the indebtedness, or any part thereof, or the observance or performance of any obligation (or describing any such defense, set off or counterclaim). Any purchaser or assignee of the Note or this Deed of Trust or any interest therein may rely on such certificate.

26. Books and Records. That Trustor and all subsequent owners of the Property, if any, shall keep and maintain full and correct books and records showing in detail the earnings and expenses of the Property and shall permit Beneficiary or its representatives to examine such books and records and all supporting data and vouchers, from time to time at reasonable times, on request, at Trustor's offices or at another mutually agreed upon location.

27. Obligation Non-Recourse. Except to the extent any Event of Default hereunder results directly or indirectly from any fraud or intentional and material misrepresentation by Borrower in connection with the Loan, in the event of the occurrence of an Event of Default, Beneficiary's only recourse under this Deed of Trust shall be against the Property, the proceeds thereof, the rents and other income arising from its use and occupancy as provided in the Deed of Trust, and any other collateral given to Beneficiary as security for repayment of the Loan.

28. Fixture Filing. This Deed of Trust is also a fixture filing with respect to the personal property which is or is to become fixtures on the Property, and is to be recorded in the real property records of Los Angeles County, California.

29. Assignment of Rents. All of the existing and future rents, royalties, income, and profits of the Property that arise from its use or occupancy are hereby absolutely and presently assigned to Beneficiary. However, until Trustor is in default under this Deed of Trust, Trustor will have a license to collect and receive those rents, royalties, income and profits. Upon any Event of Default by Trustor, Beneficiary may terminate Trustor's license in its discretion, at any time, without notice to Trustor, and may thereafter collect the rents, royalties, income and profits itself or by an agent or receiver. No action taken by Beneficiary to collect any rents, royalties, income or profits will make Beneficiary a "mortgagee-in-possession" of the Property, unless Beneficiary personally or by agent enters into actual possession of the Property. Possession by a court-appointed receiver will not be considered possession by Beneficiary. All rents, royalties, income and profits collected by Beneficiary or a receiver will be applied first to pay all expenses of collection, and then to the payment of all costs of operation and management of the Property, and then to the payment of the indebtedness and obligations secured by the Deed of Trust in whatever order Beneficiary directs in its absolute discretion and without regard to the adequacy of its security. If required by Beneficiary, each lease or occupancy agreement affecting any of the Property must provide, in a manner approved by Beneficiary, that the tenant will recognize as its lessor any person succeeding to the interest of Trustor upon any foreclosure of this Deed of Trust. The expenses (including receivers' fees, if any, compensation to any agent appointed by Beneficiary, counsel fees, costs and compensation to any agent appointed by Beneficiary, and disbursements) incurred in taking possession and making such collection, shall be deemed a portion of the expense of this trust. The entering upon and taking possession of the Property, and/or the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Beneficiary may exercise any one or more of the remedies in this section without waiving its right to exercise any such remedies again or for the first time in the future. The foregoing shall be subject to the provisions of applicable law.

30. Applicable Law. This Deed of Trust shall be governed by, and construed in accordance with, the laws of the State of California.

31. Approvals. Except with respect to those matters set forth hereinabove providing

for the Beneficiary's approval, consent or determination to be at the Beneficiary's "sole discretion" or "sole and absolute discretion," the Beneficiary hereby agrees to act reasonably with regard to any approval, consent, or other determination given by the Beneficiary hereunder. The Beneficiary agrees to give Trustor written notice of its approval or disapproval following submission of items to the Beneficiary for approval, including, in the case of any disapproved item, the reasons for such disapproval.

Any consent to a transfer under Section 33 of this Deed of Trust, and any other consent or approval by Beneficiary under this Deed of Trust or any of the other Loan Documents, may be given by Beneficiary's Executive Director without action of Beneficiary's governing board unless the Executive Director in his or her sole discretion elects to refer the matter to the board.

32. Good Faith and Fair Dealing. The Beneficiary and Trustor agree to perform all of their obligations and the actions required of each hereunder in good faith and in accordance with fair dealing.

33. Assignment of Interest. Without the prior written approval of the Beneficiary, which approval the Beneficiary may withhold in its sole and absolute discretion, Trustor shall not (i) sell, encumber, assign or otherwise transfer (collectively, "Transfer") all or any portion of its interest in the Property or the Project, (ii) permit the Transfer of greater than 49% of its ownership and/or control, in the aggregate, taking all transfers into account on a cumulative basis, or (iii) Transfer any of its rights or obligations under the Loan Documents. Notwithstanding the foregoing, Beneficiary consents to the events described in the last paragraph of Section 14.0 of the Loan Agreement without Trustor obtaining any further consent of Beneficiary. Trustor hereby agrees that any purported Transfer not approved by the Beneficiary as required herein shall be ipso facto null and void, and no voluntary or involuntary successor to any interest of Trustor under such a proscribed Transfer shall acquire any rights pursuant to the Loan Agreement or this Deed of Trust.

At any time Trustor desires to effect a Transfer hereunder, Trustor shall notify the Beneficiary in writing (the "Transfer Notice") and shall submit to the Beneficiary for its prior written approval (i) all proposed agreements and documents (collectively, the "Transfer Documents") memorializing, facilitating, evidencing and/or relating to the circumstances surrounding such proposed Transfer, and (ii) a certificate setting forth representations and warranties by Trustor and the proposed transferee to the Beneficiary sufficient to establish and insure that all requirements of this Section 33 have been and will be met. No Transfer Documents shall be approved by the Beneficiary unless they expressly provide for the assumption by the proposed transferee of all of Trustor's obligations under the Loan Documents. The Transfer Notice shall include a request that the Beneficiary consent to the proposed Transfer and shall also include a request that Trustor be released from further obligations under the Loan Documents. The Beneficiary agrees to make its decision on Trustor's request for consent to such Transfer, as promptly as possible, and, in any event, not later than thirty (30) days after the Beneficiary receives the last of the items required by this Section 33. In the event the Beneficiary consents to a proposed Transfer, then such Transfer shall not be effective unless and until the Beneficiary receives copies of all executed and binding Transfer Documents which Transfer Documents shall conform with the proposed Transfer Documents originally submitted by Trustor to the Beneficiary. From and after the effective date of any such Transfer, Trustor shall be released from obligations arising thereafter under the Loan Documents.

Notwithstanding anything in this Deed of Trust to the contrary, Trustor agrees

that it shall not be permitted to make any Transfer, whether or not the Beneficiary consent is required therefor and even if the Beneficiary has consented thereto, if there exists an Event of Default under this Deed of Trust at the time the Transfer Notice is tendered to the Beneficiary or at any time thereafter until such Transfer is to be effective.

The provisions of this Section 33 shall apply to each successive Transfer and proposed transferee in the same manner as initially applicable to Trustor under the terms set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this Deed of Trust as of the date first above written.

TRUSTOR:

LAS BRISAS COMMUNITY HOUSING II, L.P.,
A California Limited Partnership

By: **DESIGN CENTER DEVELOPMENT CORPORATION**
Its: General Partner

By: _____
Amy Anderson, Vice President & Housing Director

BENEFICIARY:

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES,
a public body corporate and politic

By: _____
Carlos Jackson, Executive Director

APPROVED AS TO FORM:

Raymond G. Fortner, Jr., County Counsel

By: _____
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____ before me, _____, Notary Public, personally appeared

_____ personally known to me (or 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.

WITNESS my hand and official seal.

_____
Signature

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____ before me, _____, Notary Public, personally appeared

_____ personally known to me (or 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.

WITNESS my hand and official seal.

_____
Signature

ATTACHMENT 1

LEGAL DESCRIPTION OF THE SITE

THE LAND REFERRED TO IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, AND IS DESCRIBED AS FOLLOWS:

PARCELS
LOT 1,2,3,4,5,6,7,8,9,10 OF TRACT NO. 27732, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 698 PAGE (S) 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEEDS RECORDED IN BOOK 49206 PAGE 345 IN BOOK 50785 PAGE 203 AND IN BOOK 56384 PAGE 255 ALL OF OFFICIAL RECORDS.

PARCEL
THE SOUTH 30 FEET OF THE WEST 94 FEET OF LOT 77 AND THE NORTH 70 FEET OF THE WEST 94 FEET OF LOT 86 OF AMERICAN COLONY TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 89 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM AN UNDIVIDED $1/6^{TH}$ INTEREST IN AND TO ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES SAVED AND PRODUCED OR LOCATED IN OR REMOVED FROM SAID LAND AS GRANTED TO CHARLIE Z. WALKER, HUSBAND AND GENIEVE S. WALKER, BY DEED RECORDED MAY 29, 1942 IN BOOK 19365 PAGE 140 OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM AN UNDIVIDED $1/6^{TH}$ INTEREST IN AND TO ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES SAVED AND PRODUCED FROM OR LOCATED IN OR REMOVED FROM SAID LAND AS GRANTED TO CARL E. CAMERON, A MARRIED MAN, BY DEED RECORDED JUNE 1, 1942 IN BOOK 19626 PAGE 323 OFFICIAL RECORDS.

EXHIBIT "E" TO HOME LOAN AGREEMENT

CC&RS

OFFICIAL BUSINESS

RECORDING REQUESTED BY AND
AFTER RECORDATION, MAIL TO:

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES
2 Coral Circle
Monterey Park, CA 91755-7425
Attn.: Director of Housing
Development and Preservation

(Space Above Line for Recorder's use)

This Agreement is recorded at the request and for the benefit of the Community Development Commission of the County of Los Angeles and is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

EXHIBIT "E" TO LOAN AGREEMENT

COVENANTS, CONDITIONS, AND RESTRICTIONS
(HOME LOAN)

THIS AGREEMENT CONTAINING COVENANTS, CONDITIONS, AND RESTRICTIONS ("Agreement") is executed as of the ____ day of November, 2005 by and between the COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, a public body corporate and politic ("The Commission"), and **LAS BRISAS COMMUNITY HOUSING II, L. P.** ("Owner"), with reference to the following:

A. The Commission and Owner are parties to a Loan Agreement ("Loan Agreement") dated as of the____ day of November, 2005, on the terms and conditions of which Owner shall borrow from the Commission, and the Commission shall lend to Owner, the original principal amount of up to Two Million Five Hundred Thousand Dollars ($2,500,000.00) (the "Loan") for the purpose of constructing the housing project described in the Loan Agreement (the "Project"). The Project is located on a site legally described on Exhibit "A" to this Agreement (the "Site"), and is commonly known as: 2400 – 2420 California Avenue, Signal Hill, California 90755.

B. Unless otherwise expressly provided, all defined terms used in this Agreement shall have the defined meanings provided for in the Loan Agreement.

NOW THEREFORE, in consideration of the representations, covenants, and obligations of Owner contained in this Agreement, Owner, on behalf of itself and its successors and assigns, hereby covenants and agrees as follows:

(1) Use of the Property.

a. Restriction to Very-Low Income Tenants. Notwithstanding anything to the contrary in this Agreement, Owner hereby covenants on behalf of itself, and its successors and assigns, which covenant shall run with the land and bind every successor and assign in interest of Owner, that, throughout the 55 year term of this Agreement ("Term"), commencing on the date of this Agreement, Owner and such successors and assigns shall use the Site solely for the purpose of operating the Project as residential rental housing with 60 dwelling units and, with respect to the units designated by Owner to be assisted as consideration for the Loan ("Assisted Units"), 59 units shall be operated in accordance with the terms of this Agreement. All Assisted Units shall be rented only at an "Affordable Housing Cost" to "Thirty Percent Households," "Forty-five Percent Households," "Very Low-Income Households" and "Sixty Percent Households," as defined below (persons within these groups occasionally referred to as "Eligible Persons").

"Thirty Percent Income Households" shall mean persons and families whose gross annual household incomes do not exceed thirty percent (30%) of Area Median Income, adjusted for family size and other adjustment factors by HUD.

"Forty-five Percent Income Households" shall mean persons and families whose gross annual household incomes do not exceed forty-five percent (45%) of Area Median Income, adjusted for family size and other adjustment factors by HUD.

"Very Low-Income Households" shall mean persons and families whose gross annual household incomes do not exceed fifty percent (50%) of Area Median Income, adjusted for family size and other adjustment factors by HUD.

"Sixty Percent Income Households" shall mean persons and families whose gross annual household incomes do not exceed sixty percent (60%) of Area Median Income, adjusted for family size and other adjustment factors by HUD.

"Affordable Housing Cost" shall mean, as to each Eligible Person, a rental rate which results in monthly payments which, including a reasonable utility allowance, do not exceed:

(i) for an Eligible Person within a Low Income Household, the lesser of the product of thirty percent (30%) times sixty-five percent (65%) of Area Median Income adjusted for family size appropriate to the Assisted Unit, or the High HOME Rent established by HUD; and

(ii) for an Eligible Person within a Sixty Percent Income Household, thirty percent (30%) times sixty-five percent (65%) of Area Median Income adjusted for family size appropriate to the Assisted Unit, or the High HOME Rent established by HUD; and

(iii) for an Eligible Person within a Very Low-Income Household, thirty percent (30%) times fifty percent (50%) of Area Median Income adjusted for family size appropriate to the Assisted Unit, or the Low HOME Rent established by HUD; and

(iv) for an Eligible Person within a Forty-five Percent Income Household, of the product of thirty percent (30%) times forty-five percent (45%) of Area Median Income adjusted for family size appropriate to the Assisted Unit; and

(v) for an Eligible Person within a Thirty Percent Income Household, of the product of thirty percent (30%) times thirty percent (30%) of Area Median Income adjusted for family size appropriate to the Assisted Unit.

"Area Median Income" shall mean the median income for Los Angeles/Long Beach Metropolitan Statistical Area, adjusted for family size as periodically adjusted by HUD, or any successor entity designated under state law as responsible for establishing such "Area Median Income."

Owner shall specifically provide in each Assisted Unit lease and shall strictly enforce the requirement that each Assisted Unit be occupied at all times by the Eligible Person who has leased that Assisted Unit, and that any other occupant of the unit be another qualified member of the Lessee's household. The Commission shall be identified as a third party beneficiary of that covenant and shall have the right to directly enforce that restriction in the event Owner fails to do so. Prior to execution of any Assisted Unit lease with respect to the Project, Owner shall submit to the Commission and obtain its written approval of a standard form occupancy lease and Owner shall thereafter use the approved form for all leases of Assisted Units in the Project, with only such further modifications thereto as are first submitted to and approved in writing by the Commission.

The covenants described in this Agreement shall remain in effect through the fifty-fifth (55th) anniversary of the date hereof, notwithstanding the repayment of the Loan by Owner.

b. Tenant Selection Process; Reports and Records Concerning Tenancies. Owner shall maintain such records and satisfy such reporting requirements as may be reasonably imposed by the Commission to monitor compliance with the tenanting requirements described in Section 1(a) above, including without limitation the requirement

that Owner deliver reports to the Commission commencing when all assisted units are rented after the completion of construction, along with the financial reporting requirements described in Section 9.9 of the Loan Agreement, and continuing annually thereafter, setting forth the name of each tenant, the unit occupied and the income of the tenant and the amount of rent payable by each tenant. Owner shall also be required to have each prospective tenant complete a rental application prior to occupancy and to obtain evidence from each tenant as may be reasonable required by the Commission to certify such tenant's qualification for occupancy of the Project. Owner's obligation to provide such reports shall remain in force and effect for the same duration as the use covenants set forth in this Section 1.

c. [Intentionally omitted]

(2) Management of Project. Subject to the terms and conditions contained hereinbelow, Owner shall at all times during the operation of the Project pursuant to this Agreement retain an entity to perform the management and/or supervisory functions ("Manager") with respect to the operation of the Project, including day-to-day administration, maintenance and repair. Owner shall, before execution or any subsequent amendment or replacement thereof, submit and obtain Commission's written approval (which shall not be unreasonably withheld, conditioned or delayed) of a management contract ("Management Contract") entered into between Owner and an entity ("Management Entity") reasonably acceptable to Commission. Subject to any regulatory or licensing requirements of any other applicable governmental agency, the Management Contract may be for a term of up to fifteen (15) years and may be renewed for successive terms in accordance with its terms, but may not be amended or modified without the written consent of Commission. The Management Contract shall also provide that the Management Entity shall be subject to termination for failure to meet project maintenance and operational standards set forth herein or in other agreements between Owner and Commission. Owner shall promptly terminate any Management Entity which commits or allows such failure, unless the failure is cured within a reasonable period in no event exceeding 60 days from Management Entity's receipt of notice of the failure from Owner or Commission. Owner's obligation to retain a Management Entity shall remain in force and effect for the same duration as the use covenants set forth in Paragraph (1) of this Agreement.

(3) Operations and Maintenance. Owner hereby covenants on behalf of itself, and its successors and assigns, which covenant shall run with the land and bind every successor and assign in interest of Owner, that Owner and such successors and assigns shall use the Site solely for the purpose of constructing and operating the Project and ancillary improvements thereon, in accordance with and of the quality prescribed by this Agreement, the Loan Agreement and the Deed of Trust (as defined in the Loan Agreement).

Owner covenants and agrees for itself, its successors and assigns, which covenants shall run with the land and bind every successor or assign in interest of Owner, that during development of the Site pursuant to this Agreement and thereafter, neither the Site nor the Project, nor any portion thereof, shall be improved, used or occupied in violation of any Governmental Restrictions (as defined below) or the restrictions contained in this Agreement. Furthermore, Owner

and its successors and assigns shall not maintain, commit, or permit the maintenance or commission on the Site or in the Project, or any portion thereof, of any nuisance, public or private, as now or hereafter defined by any statutory or decisional law applicable to the Site or the Project, or any portion thereof.

As used herein, " Governmental Restrictions" shall mean and include any and all laws, statutes, ordinances, codes, rules, regulations, directives, writs, injunctions, orders, decrees, rulings, conditions of approval, or authorizations, now in force or which may hereafter be in force, of any governmental entity, agency or political subdivision as they pertain to the performance of this Agreement or development or operation of the Project, including specifically but without limitation all code and other requirements of the jurisdiction in which the Project is located; the California Environmental Quality Act; laws specified in the Loan Agreement; and applicable federal, state and local fair housing laws. Owner shall indemnify, defend and hold the Commission harmless from any suit, cost, attorneys fees, claim, administrative proceeding, damage, award, fine, penalty or liability arising out of Owner's failure to comply with any Governmental Restrictions, including, without limitation, the nonpayment of any prevailing wages required to be paid in connection with the Project provided, however, the foregoing indemnity shall not apply to claims that result solely from the gross negligence or willful misconduct of Commission.

Owner shall, at its expense, (i) maintain all improvements and landscaping on the Site in first-class order, condition, and repair (and, as to landscaping, in a healthy and thriving condition) in accordance with the approved plans for the Project and all Governmental Restrictions, and (ii) manage the Project and Project finances reasonably prudently and in compliance with Governmental Restrictions so as to maintain a safe and attractive living environment for Project residents.

(4) Performance of Maintenance.

a. Owner shall maintain in accordance with the Commission Standards, as hereinafter defined, the private improvements, public improvements and landscaping to the curbline(s) on and abutting the Site. Said improvements shall include, but not be limited to, buildings, sidewalks and other paved areas, pedestrian lighting, landscaping, irrigation of landscaping, architectural elements identifying the Site and any and all other improvements on the Site and in the public right-of-way to the nearest curbline(s) abutting the Site.

b. To accomplish the maintenance, Owner shall either staff or contract with and hire licensed and qualified personnel to perform the maintenance work, including the provision of labor, equipment, materials, support facilities, and any and all other items necessary to comply with the requirements of this Agreement.

c. Commission Standards: The following standards ("Commission Standards") shall be complied with by Owner and its maintenance staff, contractors or subcontractors:

(i) Ordinary Maintenance Standards - Owner shall maintain the dwelling units and Site in good repair, order and condition at all times in order to assure that the housing on the Site is kept in a decent, safe, and sanitary condition, and that the buildings, grounds, and equipment are to be maintained in a manner that will preserve their condition. Owner shall perform any repairs or replacements necessary in order to maintain the Site in accordance with the Ordinary Maintenance Standards, set forth on Exhibit "B" and incorporated herein by this reference.

(ii) Annual Inspection Standards - Owner shall annually inspect the Site in accordance with the Annual Inspection Standards, set forth on Exhibit "C" and incorporated herein by this reference. The completed annual inspection will be documented and reported to the Commission on an annual basis, and at the end of each year Owner shall submit to the Commission a declaration certifying that the annual inspection, as set forth in Exhibit "C", was performed at the Site. Owner shall retain records of the inspection and make them available for review by the Commission at the request of the Commission.

(iii) Preventative Maintenance Standards - Owner shall annually inspect the Site in accordance with the Preventative Maintenance Standards, set forth on Exhibit "D" and incorporated herein by this reference. The completed preventative maintenance work will be documented and reported to the Commission on an annual basis, and at the end of each year Owner shall submit to the Commission a declaration certifying that the preventative maintenance, as set forth in Exhibit "D", was performed at the Site. Owner shall retain records of the inspection and make them available for review by the Commission at the request of the Commission.

(iv) Extraordinary Maintenance. Owner shall perform any extraordinary repairs or replacements necessary in order to maintain the Site, including extraordinary replacement of equipment, betterment, and additions. Extraordinary repairs or replacement consists of major repairs and rehabilitation involving substantial expenditures which usually are needed only at relatively long intervals of time, or are caused by such occurrences as earthquake, fire, obsolescence and, in some instances, neglect. Such items as replacement of roofs, replacement of corroded gas and heating lines, and rehabilitation of landscaping (ground-cover) would be considered in this category.

(v) The Commission may enter and inspect the premises at any time after notifying Owner 72 hours prior to the planned inspection, and said notice shall be delivered to Owner at the address indicated in paragraph 16(e) below.

(5) Failure to Maintain Improvements. In the event Owner does not maintain the Site improvements to the curbline(s) in the manner set forth herein and in accordance with the Commission Standards, the Commission shall have the right to maintain such private and/or public

improvements, or to contract for the correction of such deficiencies, after (i) written notice to Owner stating that the condition of said improvements does not meet with the Commission Standards and specifying the deficiencies and the actions required to be taken by Owner to cure the deficiencies ("Deficiency Notice"); and (ii) the lapse of the applicable "Cure Period," as hereinafter defined. Upon receipt of the Deficiency Notice, Owner shall have thirty (30) days within which to correct, remedy or cure the deficiency, unless such deficiency is not capable of being cured within such 30 day period, then such amount of time as is needed, to cure such deficiency provided owner is diligently pursuing cure; provided however, if the Deficiency Notice states the problem is urgent relating to public health and safety, then Owner shall have forty-eight (48) hours to rectify the problem (collectively the "Cure Periods").

In the event Owner fails to correct, remedy, or cure such maintenance deficiency after the Deficiency Notice and after the applicable Cure Period has lapsed, then the Commission shall have the right to maintain such improvements. Owner agrees to pay the Commission, upon demand, charges and costs incurred by the Commission in connection with such maintenance. Until so paid, the Commission shall have a lien on the Site for the amount of such maintenance charges or costs, which lien shall be perfected by the recordation of a "Notice of Claim of Lien" against the Site. Upon recordation of a Notice of a Claim of Lien against the Site, such lien shall constitute a lien on the fee estate in and to the Site prior and superior to all other monetary liens except: (i) all taxes, bonds, assessments, and other levies which by law would be superior thereto; (ii) the lien or charges of any mortgage, deed of trust, or other security interest then of record made in good faith and for value, it being understood that the priority for any such lien for costs incurred to comply with this Agreement shall date from the date of the recordation of the Notice of Claim of Lien. Any such lien shall be subject and subordinate to any lease or sublease of the interest of Owner in the Site or any portion thereof and to any easement affecting the Site or any portion thereof entered into at any time (either before or after) the date of recordation of such a Notice. Any lien in favor of the Commission created or claimed hereunder is expressly made subject and subordinate to any mortgage or deed of trust made in good faith and for value, recorded as of the date of the recordation of the Notice of Claim of Lien describing such lien as aforesaid, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust, unless the mortgage or beneficiary thereunder expressly subordinates his interest, or record, to such lien. No lien in favor of the Commission created or claimed hereunder shall in any way defeat, invalidate, or impair the obligation or priority of any lease, sublease or easement unless such instrument is expressly subordinated to such lien. Upon foreclosure of any mortgage or deed of trust made in good faith and for value and recorded prior to the recordation of any unsatisfied Notice of Claim of Lien, the foreclosure-purchaser shall take title to the Site free of any lien imposed herein by the Commission that has accrued up to the time of the foreclosure sale, and upon taking title to the Site, such foreclosure-purchaser shall only be obligated to pay costs associated with this Agreement accruing after the foreclosure-purchaser acquires title to the Site. If the Site is ever legally divided with the written approval of the Commission and fee title to various portions of the Site is held under separate ownerships, then the burdens of the maintenance obligations set forth herein and in the Agreement and the charges levied by the Commission to reimburse the Commission for the cost of undertaking such maintenance obligations of Owner and its successors and the lien for such charges shall be apportioned among the fee owners of the various portions of

the Site under different ownerships proportionate to the square footage of the land contained in the respective portions of the Site owned by them. Upon apportionment, no separate owner of a portion of the Site shall have any liability for the apportioned liabilities of any other separate owner of another portion of the Site, and the lien shall be similarly apportioned and shall only constitute a lien against the portion of the Site owned in fee by the owner who is liable for the apportioned lien and against no other portion of the Site. Owner acknowledges and agrees the Commission may also pursue any and all other remedies available in law or equity. Owner shall be liable for any and all reasonable attorneys' fees, and other legal costs or fees incurred in collecting said maintenance costs.

(6) [Intentionally omitted]

(7) Owner's Obligation to Refrain From Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall Owner 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 of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants set forth herein shall remain in effect in perpetuity.

Owner shall refrain from restricting the rental, sale or lease of the Site or any portion thereof on the basis of race, color, creed, religion, sex, marital status, national origin, or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, and his or her heirs, executors, administrators 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 race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, 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 land herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, and his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee himself or herself, or any person

claiming under or through him or her, 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 land herein leased."

c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the parties to this contract or any person claiming under or through them, 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 premises."

Nothing in this Section shall be construed or understood to limit, restrict or in any way waive the income requirements described in this Agreement.

(8) Covenants Run With the Land; Duration of Covenants. The covenants and agreements established in this Agreement shall be covenants running with the land and shall, without regard to technical classification and designation, be binding on Owner and any successor-in-interest to Owner's interest in the Site, or any part thereof, for the benefit of and in favor of the Commission and its successors and assigns. The covenants of this Agreement shall remain in effect throughout the Term, notwithstanding the repayment of the Loan by Owner prior to the Maturity Date. The covenants contained in Paragraph 7 of this Agreement shall remain in effect in perpetuity.

The Improvements to the curbline(s) and the maintenance thereof touch and concern the Site and inure to the benefit of any and all present or successive owners of the Site. Therefore, whenever the word "owner" is used herein, it shall include the owner as of date of execution of this Agreement, and any and all successor owners or assigns of the Site, and the provisions hereof are expressly binding upon all such successive owners and assigns and the parties agree all such provisions shall run with the land. The Commission shall cause a fully executed copy of this Agreement to be recorded in the Office of the Los Angeles County Recorder. Notwithstanding the foregoing, in the event Owner or its successors or assigns shall convey its fee interest in all or any portion of the Site, the conveying owner shall be free from and after the date of recording such conveyance of all liabilities, respecting the performance of the restrictions, covenants or conditions contained in this Agreement thereafter to be performed with respect to the Site, or any part thereof, it being intended that the restrictions, covenants and conditions shall be binding upon the record owners of the Site only during such time as that person is the owner of the Site, provided that the conveying owner shall remain liable for any actions prior to the date of the conveyance.

(9) Enforcement. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that the Commission shall be deemed the beneficiary of the terms and provisions of this Agreement and of the restrictions and covenants running with the land for and in its own right and for the purposes of protecting the interests of the community and other

parties, public or private, in whose favor and for whose benefit the covenants running with the land have been provided. Each covenant of Owner, shall, without regard to technical classification and designation, inure to the benefit of the successors, transferees and assigns of the Commission for the entire period during which such covenants shall be in force and effect, and shall be binding upon the successors, transferees and assigns of Owner, whether by merger, consolidation, sale, transfer, liquidation or otherwise. Each covenant in favor of the Commission is for the benefit of the real property owned by the Commission in the area surrounding the Site. The covenants herein running with the land shall also be equitable servitudes upon the Site and each part thereof and shall bind each and every person having any interest in the Site or part thereof, whether such interest is fee, easement, leasehold, beneficial or otherwise, and each successor or assign of such person having any such interest in the Site or part thereof. The Commission shall have the right if any of the covenants set forth in this Agreement which are provided for its benefit are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach to which it may be entitled. In the event that suit is brought for the enforcement of this Agreement or as the result of any alleged breach hereof, the prevailing party or parties in such suit shall be entitled to recover their reasonable attorneys' fees from the losing party or parties, and any judgment or decree rendered in such proceedings shall include an award thereof. Except for the Commission, the covenants and restrictions contained in this Agreement shall not benefit nor be enforceable by any owner of any other real property or any person or entity having any interest in any such other real property.

(10) Compliance with Law. Owner shall comply with all Governmental Restrictions relating to the uses of or condition of the Site private improvements and public improvements to the curbline(s). Local laws for the purposes of this section shall include only those ordinances which are nondiscriminatory in nature and applicable to the public welfare, health, safety and aesthetics. If any new local laws relating to the uses of or condition of the improvements create a condition or situation that constitutes a lawful nonconforming use as defined by local ordinance with respect to the Site or any portion thereof, then so long as the lawful nonconforming use status remains in effect (i.e., until such lawful status is properly terminated by amortization as provided for in the new local law or otherwise), Owner shall be entitled to enjoy the benefits of such lawful nonconforming use pursuant to the lawful nonconforming uses ordinance.

(11) Indemnification and Insurance. From and after the execution of this Agreement, Owner hereby agrees to indemnify and hold harmless the Commission and all its members, directors, agents, officers and employees ("the Commission Representatives"), and each of them, from and against all liability, expense, including reasonable defense costs and legal fees of counsel acceptable to the Commission, and claims ("Losses and Liabilities") related directly or indirectly to, or arising out of or in connection with (i) any breach or default by Owner hereunder, (ii) any of Owner's activities on the Site (or the activities of Owner's agents, employees, lessees, representatives, licensees, guests, invitees, contractors, subcontractors or independent contractors on the Site), including without limitation the construction of any improvements on the Site or the use or condition of any such Improvements, or (iii) any other fact, circumstance or event related to Owner's performance hereunder; provided, however, that the foregoing indemnity shall not extend to

any Losses and/or Liabilities to the extent resulting from the negligence or misconduct of the Commission and/or any Commission Representatives.

Without limiting Owner's indemnification of the Commission as set forth above, upon the close of Escrow, Owner shall provide and maintain at its sole cost and expense for the periods stated below, the following insurance program from insurers admitted in California or having a minimum rating of or equivalent to A:VIII in Best's Insurance Guide:

a. Comprehensive liability insurance, including coverage for personal injury, death, property damage and contractual liability, with a combined single limit of a least one million dollars ($1,000,000) for each occurrence ($2,000,000 General Aggregate), including products and completed operations coverage. The Commission and all Commission Representatives shall be carried as additional insureds with respect to liability arising from activities performed by or on behalf of Owner, premises owned, leased or used by such persons. Said insurance shall be primary insurance with respect to the Commission. Said insurance shall be maintained continuously for as long as Owner shall own the Site, and shall be endorsed to require thirty (30) days prior written notice from insurer to the Commission before cancellation or reduction in coverage. Owner shall require its contractor to include the Commission and the Commission Representatives as additional insureds on all general liability insurance covering work at the Site. The policy shall contain a waiver of subrogation for the benefit of the Commission.

b. "All Risk" ISO Special Form property insurance, including builder's risk protection during the course of construction, covering the full replacement value of the improvements. Said insurance shall provide coverage flood if in a designated flood plain, and for earthquake if this protection is available from responsible carriers at reasonable cost. The Commission shall be the loss payee under the aforementioned policy(ies) under a standard lender's loss payable endorsement. The amount of property coverage shall at all times exceed the full replacement value of all improvements and fixtures on the Property, and the insurer shall waive any coinsurance via an "agreement" endorsement.

c. Worker's Compensation insurance as required by the Labor Code of the State of California and Employer Liability limits of $1,000,000 per accident.

d. Automobile Liability insurance with a combined single limit of at least One Million Dollars ($1,000,000) per accident for bodily injury and property damage, covering owned, non-owned and hired vehicles.

Owner shall annually (or more frequently in the event of a change of insurer or policy) deliver to the Commission certificates of insurance with original endorsements evidencing the coverage required by this Agreement. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Commission reserves the right to require complete certified copies of all policies at any time.

Said insurance may provide for such deductibles or self-insured retention as may be reasonably acceptable to THE COMMISSION. In the event such insurance does provide for deductibles or self insurance, Owner agrees that it will protect THE COMMISSION and THE COMMISSION Representatives in the same manner as these interests would have been protected had full commercial insurance been in effect. If required by THE COMMISSION from time to time, Owner shall reasonably increase the limits of its liability insurance to reasonable amounts customary for owners of improvements similar to those on the Site.

Failure on the part of Owner to procure or maintain required insurance shall constitute a material breach of this Agreement under which the Commission may immediately terminate this Agreement or, at the discretion of the Commission, procure or renew such insurance and pay any and all reasonable premiums in connection therewith, and all monies so paid by the Commission shall be repaid by Owner to the Commission upon demand.

(12) Bodily Injury and Site Damage Insurance Requirements. Owner shall defend, assume all responsibility for and hold the Commission and its officers, employees, and agents harmless from all claims or suits for, and damages to, property and injuries to persons, including accidental death (including attorneys' fees and Court costs), which result from any of Owner's activities under this Agreement, whether such activities or performance thereof be by Owner or anyone directly or indirectly employed or contracted with by Owner and whether such damage shall accrue or be discovered before or after termination of this Agreement.

In accordance with the Schedule of Performance, Exhibit O, Owner shall furnish a certificate of insurance and endorsement countersigned by an authorized agent of the insurance carrier on a form of the insurance carrier setting forth the general provisions of the insurance coverage. This countersigned certificate and endorsement shall name the Commission, and if available its officers, agents, and employees, as additional insureds under the policy. The certificate by the insurance carrier shall contain a statement of obligations on the part of the carrier to notify the Commission of any material change, cancellation or termination. Coverage provided hereunder by Owner shall be primary insurance and not contributing with any insurance maintained by the Commission, and the policy shall contain such an endorsement. The insurance policy or the certificate of insurance shall contain a waiver of subrogation for the benefit of the Commission.

(13) Waiver. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The aggrieved party shall give written notice of the default to the party in default as set forth in paragraph 16(e) hereof. The defaulting party shall no longer be in default if the defaulting party cures such default within thirty (30) days after receiving the Default Notice, provided, however, that if such default cannot be reasonable cured within such thirty (30) day period, the defaulting party shall be given such longer period as reasonable necessary (which in the case of a default by Owner shall be as reasonably determined by the Commission) and the defaulting party shall no longer be in default if it commences to cure such default within such thirty (30) day period and completes such cure within reasonable and due diligence.

The waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The exercise of any remedy shall not preclude the exercise of other remedies the Commission or Owner may have at law or at equity.

(14) Modification. This Agreement may be modified only by subsequent mutual written agreement executed by Owner and the Commission.

(15) Attorney's Fees. In the event of litigation arising out of any breach of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorney's fees.

(16) Miscellaneous Provisions.

a. Interpretation. The provisions of this document shall be liberally construed to effectuate its purpose. Time is of the essence of this Agreement.

b. Severability. Invalidation of any of the covenants, conditions, restrictions, or other provisions contained in this Agreement by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, which shall remain in full force and effect.

c. Headings. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections or paragraphs.

d. Effective Date. This Agreement shall take effect upon its recording in the Office of Los Angeles County Recorder.

e. Notices. All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Agreement shall be in writing and shall be given by personal delivery, facsimile, certified mail (return receipt requested), or overnight guaranteed delivery service and addressed or faxed as follows:

If to Commission: Community Development Commission
of the County of Los Angeles
2 Coral Circle
Monterey Park, California 91755-7425
Attn: Executive Director
Fax No. (323) 890-8584

With a copy to: Community Development Commission of the
County of Los Angeles

2 Coral Circle
Monterey Park, California 91755-7425
Attn: Director of Housing Development & Preservation
Fax No. (323) 890-8576

If to Owner: Las Brisas Community Housing II, L.P.
701 East 3rd Street, Suite 400
Los Angeles, CA 90013
Attn: Executive Director
Fax No.(213) 627-6407

With a copy to: Wincopin Circle LLLP
c/o The Enterprise Social Investment Corporation
10227 Wincopin Circle, Suite 810
Columbia, Maryland 21044
Attn: Senior Vice President National Equity Initiatives
Fax No. (410) 964-1376

Notices shall be effective upon receipt, if given by personal delivery; upon receipt if faxed, provided there is a written confirmation of receipt (except that if received after 5 p.m., notice shall be deemed received on the next business day); otherwise notices shall be effective the earlier of (i) three (3) business days after deposit with United States Mail; or (ii) the date of actual receipt as evidenced by the return receipt, if delivered by certified mail; or (iii) one (1) day after deposit with the delivery service, if delivered by overnight guaranteed delivery service. Each party shall promptly notify the other party of any change(s) of address or fax to which notice shall be sent pursuant to this Agreement.

22.0 SEVERABILITY.

The invalidity or unenforceability of any one or more provisions of this Agreement will in no way affect any other provision.

IN WITNESS WHEREOF, the Commission and Owner have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized as of date first written above.

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

By:_____
Carlos Jackson, Executive Director

APPROVED AS TO FORM:

Raymond G. Fortner, Jr., County Counsel

By:_____
Deputy

BORROWER:

LAS BRISAS COMMUNITY HOUSING II, L. P.,
A California Limited Partnership

By: **DESIGN CENTER DEVELOPMENT CORPORATION**
Its: General Partner

By:_____
Amy Anderson, Vice President & Housing Director

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, 200__, before me_____, Notary Public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature_____

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, 200__, before me_____, Notary Public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Signature_____

EXHIBIT "A" TO CC&Rs

LEGAL DESCRIPTION OF SITE

THE LAND REFERRED TO IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, AND IS DESCRIBED AS FOLLOWS:

PARCELS
LOT 1,2,3,4,5,6,7,8,9,10 OF TRACT NO. 27732, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 698 PAGE (S) 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEEDS RECORDED IN BOOK 49206 PAGE 345 IN BOOK 50785 PAGE 203 AND IN BOOK 56384 PAGE 255 ALL OF OFFICIAL RECORDS.

PARCEL
THE SOUTH 30 FEET OF THE WEST 94 FEET OF LOT 77 AND THE NORTH 70 FEET OF THE WEST 94 FEET OF LOT 86 OF AMERICAN COLONY TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 89 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM AN UNDIVIDED 1/6TH INTEREST IN AND TO ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES SAVED AND PRODUCED OR LOCATED IN OR REMOVED FROM SAID LAND AS GRANTED TO CHARLIE Z. WALKER, HUSBAND AND GENIEVE S. WALKER, BY DEED RECORDED MAY 29, 1942 IN BOOK 19365 PAGE 140 OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM AN UNDIVIDED 1/6TH INTEREST IN AND TO ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES SAVED AND PRODUCED FROM OR LOCATED IN OR REMOVED FROM SAID LAND AS GRANTED TO CARL E. CAMERON, A MARRIED MAN, BY DEED RECORDED JUNE 1, 1942 IN BOOK 19626 PAGE 323 OFFICIAL RECORDS.

Commonly known as: 2400 – 2420 California Avenue, Signal Hill, California 90755.

EXHIBIT "B" TO CC&Rs

Community Development Commission of the County of Los Angeles
ORDINARY MAINTENANCE AND REPAIRS

Ordinary maintenance is the routine work of keeping the buildings, grounds, and equipment in such condition that they may be utilized continually at their original or designed capacities and efficiencies for their intended purposes. Minor repair is the restoration of the facility to a condition substantially equivalent to its original capacity. Minor replacement is the substitution of component parts of equipment to extend its useful life.

In order to assure that the housing on the Site is kept in a decent, safe, and sanitary condition, the buildings, grounds, and equipment are to be maintained in a manner that will preserve their condition. "Grounds" includes lawns, roads, walks and other paved areas, trees and plants, fences, play areas, drainage facilities, etc. "Buildings" includes roofs, attic spaces, gutters and downspouts, walls, porches, foundations, crawl spaces, windows, floors, doors, etc. "Equipment" covers all items such as utility lines and piping, heating and plumbing equipment, pumps and tanks, ranges and refrigerators, tools, etc.

Set forth below are the standards for the degree of maintenance, repair and cleaning necessary to qualify as "safe, decent and sanitary." The Standards describe the minimum level of cosmetic repair and degree of cleanliness necessary to effectively market the dwelling units and to satisfy the needs of prospective residents. In brief, rental units are to be free of all defects (as described herein) and have an appealing and desirable appearance.

EXTERIOR PROPERTY AREAS

A. Sanitation. Yards shall be clean and sanitary. All rubbish, garbage, trash, litter, debris, and abandoned personal property are to be removed from the grass, walks, steps, parking areas, and other grounds, as well as the roofs, gutters and window wells.

B. Lawn Maintenance. Grounds shall be examined for proper drainage and, if necessary, graded to prevent the accumulation of stagnant water and to prevent water from seeping into building structures. All soil areas shall be sodded or seeded, as necessary, to prevent erosion, except garden areas at scattered sites. Weeds, saplings and uncut grass along the foundations of the house and garage, the fences, the walks, the parking areas, the sidewalk expansion joints and the window wells are to be removed. All grounds are to be free of noxious weeds. Bushes, hedges and trees are to be trimmed, if necessary. Grass shall be cut as often as necessary so that it does not exceed five (5) inches in height. The yard will be raked, as necessary.

C. Walks and Steps. Cracks and Breakage. All front walks, sidewalks, rear walks, steps, driveways and parking pads shall be maintained in such a manner that there

are no cracks or heaves large enough to create a safety hazard. Remove chipped and loose pieces of concrete and asphalt, as needed. Remove all graffiti.

EXTERIOR STRUCTURES -- DWELLING AND GARAGE

D. Foundation, Walls, and Roof. All exterior surfaces shall be maintained in good repair. They shall be free of holes, significant cracks, breaks and loose materials to provide a sufficient covering for the underlying structural surface and prevent any moisture from entering the dwelling. If the protective surface is paint, and if more than 25% of the area is blistered, cracked, flaked, scaled, or chalked away, it shall be repainted, weather permitting. All dirt, unsightly stains and graffiti are to be removed. Prime doors shall open and close smoothly. Each prime door shall have a properly working dead bolt lock with a newly changed cylinder.

E. Screens. Every window shall have a screen which fits tightly and securely to the frame. Each screen shall be free of holes large enough for insects to penetrate or tears longer than 1".

F. Gutters and Downspouts. If the structure has gutters and downspouts, they are to be secured to the structure and free of leaves and other debris.

G. Garage. Overhead and service doors are to open and close smoothly and lock. Remove all loose contents from the interior. Wipe up surface oil drippings and spills. Broom sweep the floor.

H. Faucets. Faucets and handles shall work properly.

I. Miscellaneous. Mailboxes, guardrails, railings, exterior lights, fences and clothes line poles shall be properly anchored. Doorbells shall operate properly.

J. Wall Graffiti. Wall graffiti and other unsightly markings on exterior walls are to be removed daily. If the graffiti is offensive in nature (profanity, gang slogans, etc.) it will be removed immediately.

Those deficiencies that are discovered during the winter that require warm weather to properly correct are to be noted for summer repair.

INTERIOR PROPERTY AREAS

K. Walls and Ceilings. All holes over one inch in diameter are to be filled. All cracks are to be filled or taped and plastered. All holes of one inch in diameter or less are to be filled if they are present in sufficient number to give the surface an undesirable appearance. All patches are to be sanded smooth. All wet plaster shall be neatly primed. In cases of extensive repair, the entire wall shall be primed.

L. Doors, Hardware, Room Trim, and Handrails. All surfaces shall be clean and free of splashed or spilled paint. Doors shall open, close and latch smoothly and properly. Door stops shall be installed for each door and be clean and intact. Handrails shall be secure.

M. Floors, Stairs, Baseboards, and Corners. Remove all rubbish, garbage, trash, litter, debris and abandoned personal property. All surfaces shall be swept or vacuumed. Carpet, if installed, shall be vacuumed, and, if it smells badly, has paint spills, or is dirty or stained, shall be shampooed.

N. Window Areas. Tracks shall be free from dust, dirt and debris and lubricated so that windows slide smoothly and close tightly. Frames and sills shall be free of dust, dirt and mod. Curtain rods are to be securely installed over each window opening unless drapery rods are already in place. New, or "like new", window shades are to be installed over each bedroom window and non-opaque bathroom window. Dispose of and replace drapes and curtains in poor condition or that are dirty. Window panes shall be intact, i.e., without holes, chips, missing pieces or cracks, except for short corner cracks. Reputty the windows, if necessary. Window locks and other hardware shall function properly.

O. Electrical Fixtures, Outlets, Switch Plates, and Outlet Plates. Each light fixture socket shall have a working light bulb. Each light fixture in the living areas shall have a clean globe, lens or shade. Test each switch, socket, and outlet and repair, if necessary. Light switch cover plates and electrical outlet cover plates shall be clean, i.e., free of dirt, grease, grime and paint, and shall be in good condition and intact, i.e., free of chips and cracks.

P. Plumbing Fixtures.

i. Faucets shall have adequate water flow. Handles shall turn "on" and "off" easily and smoothly. Faucets shall not leak when "on" or "off." Each faucet shall have a properly installed and functioning aerator, if so designed.

ii. Drains shall be tested by a 30-second lukewarm water run to assure no leakage. Water shall empty from the sinks and tubs quickly. The drain pipe shall look and feel dry. Each drain shall have a stopper or a basket.

iii. Sinks and tubs shall be free of surface cracks or chips over one inch in length.

iv. Toilets shall operate properly. Toilet seats and covers shall be in "like new" condition with no surface finish loss whatsoever.

v. Other plumbing and related fixtures, such as kitchen sprayers, shower doors, and water main shutoffs shall work properly.

Q. Cabinets. Kitchen, medicine and other storage cabinets doors and drawers shall open and close freely. The attendant hardware shall be clean, secure, and operate properly.

R. Stoves. All parts shall work properly. The exhaust fan filter shall be changed or washed, if applicable. Each oven shall have an appliance bulb, broiler drip pan and cover and two oven racks.

S. Heat Vents, Grilles, and Cold Air Return Grates. There shall be no broken or bent grille work. Grilles and grates shall be kept free of dirt, dust, grime and debris.

T. Thermostat and Smoke Detector. The thermostat and smoke detector shall be clean, intact, free of paint and tested to operate properly.

U. Basement. The ceiling, window openings, walls, pipes, ductwork, furnace and water heater are to be free of dirt, grease, spider webs and cobwebs. The floor shall be broom swept clean of loose dirt and litter. Windows and laundry tubs shall be washed if dirty. Laundry plumbing shall operate properly. Any basement bathroom interior and fixtures shall be kept clean. The furnace and water heater shall be tested to work properly, and furnace filter replaced as needed. Cap and close valve on unused gas lines. Seal dryer vent.

V. Attic. Accessible attics shall be free of litter.

W. Common Areas. The common areas and the entrances shall be inspected, repaired, and cleaned as necessary.

X. Pest Control. The Site shall be free of all insect vermin. Remove all insect vermin. Inspect for other vermin and exterminate, if necessary.

EXHIBIT "C" TO CC&Rs

Community Development Commission of the County of Los Angeles
ANNUAL INSPECTION STANDARDS

In order to ensure that all units are maintained in a safe, sanitary, decent condition, the Commission shall conduct a planned annual physical inspection of each dwelling unit, every building, and all other facilities with a record of any item requiring repair or replacement. This will include such items as plaster repairs, painting, termite inspection, roof deterioration, overloading of electric circuits, corrosion control, floors, windows and screens, ranges, refrigerators, fixtures and equipment. The inspection shall be made to the following standard:

DWELLING UNIT -

FLOORS (CARPET): Clean; no tears; no readily noticed marks or stains.

FLOORS (VINYL TILE): Clean; unbroken; no cracks; no unmatched tiles.

WALLS (PAINTED): Clean; smooth, unbroken surface (no holes); no marks; no peeling paint; covering at floor intact, clean.

WALLS (CERAMIC TILE): Tiles in place, secure, uncracked, unmarked (and free of paint); grout intact, uncracked, clean; covering at floor intact, clean.

CEILINGS (SPACKLED): Clean, consistent texture; no marks; no surface breaks.

WINDOWS: Clean; glass unbroken, uncracked; frames secure; latches secure and easily operated; movable parts operate smoothly and easily; screens in place, untorn, movable parts operate smoothly and easily; weatherstripping intact and secure.

DRAPES: In place; clean, uniform appearance; no holes, tear; operating mechanism in place, opens/closes smoothly and easily.

DOORS: Door and jambs intact and secure; surface unbroken and with uniform, finished appearance; hardware (hinges, knobs, locks) operate smoothly and easily; door stops in place, secure.

CLOSET FIXTURES: Rods, shelves in place, clean, unbroken and unmarked.

ELECTRIC RECEPTACLES AND WALL SWITCHES: Fixtures and cover plates intact and unbroken; 110 volt service available; surfaces clean with no evidence of burns on the cover plates. Bathroom and kitchen receptacles protected by Ground Fault Interrupters.

LIGHT FIXTURES: Lamps, sockets, covers and control devices in place, intact, clean, secure, unbroken and operable.

HEATING, AIR COOLING EQUIPMENT: Thermostat operating properly (room temperature within 5 degrees of setting); heating zone valve leak-free; base-board heating fixtures intact, clean.

VENTILATION FANS/HOODS: Fans and lights operable without excessive noise or vibration; filters in place, intact and clean.

KITCHEN CABINETS: Doors, drawers, shelves and hardware in place, clean, intact; surfaces of smooth, unbroken, uniform appearance; all movable parts operate smoothly and easily.

KITCHEN COUNTERTOPS: Surface smooth, unbroken, unmarked, uniform color.

KITCHEN RANGE: External and internal surfaces intact and clean (including under top cover); controls function smoothly and easily, surface burners, bake and broil elements ignite and maintain design performance; doors and drawers operate smoothly and easily.

GARBAGE DISPOSER: Clean, intact, working properly without excessive nose; splashguard in place, intact, firm.

SINKS: Faucets operate providing a sufficient flow of water (2 to 3 gallons/minute) and shut off free of drips; no evidence of water leakage on top of sink or at drain under sink; drains flow freely with no backup with faucets open fully; sink surface clean, unbroken with no marks or discoloration.

BATHTUB/SHOWER: Faucets operate providing a sufficient flow of water (3 to 5 gallons/minute) and shut off free of drips; drains flow freely with no backup with faucets open fully; tub surface clean, unbroken with no marks or discoloration; grout intact, clean and unbroken; hot water temperature between 105 and 120 degrees (110 degrees at the tap recommended).

MEDICINE CABINET: In place, intact, mounted securely; surface unbroken; mirror intact, clean, uncracked; shelves in place, clean, intact; door intact, operates smoothly and easily, closes securely.

BATHROOM SINK COUNTERTOP: Clean, intact; surfaces of smooth, unbroken, uniform appearance.

BATHROOM TOWEL BARS, GRAB BARS, SOAP DISH AND TOILET PAPER HOLDER: In place, clean, intact and secure.

TOILET: Intact, mounted securely; no evidence of leakage at the wax ring; no evidence of softness or spring in the toilet base; flushed properly draining all solid waste; after flush, tank refills quickly (20 to 30 seconds); no water leakage into the tank or into the bowl at completion of the flush cycle; seat secure, with clean unbroken surface.

PESTS, VERMIN: No evidence of presence/infestation.

SMOKE DETECTORS: Operate when tested with approved smoke-tester.

SAFETY EQUIPMENT: Fire extinguishers inspected and adequately charged.

INTERCOM AND REMOTE DOOR OPENER: Audible transmission and effective door latch operation.

COMMON AREAS, GROUNDS AND STRUCTURES -

LOBBY AND HALLWAY FLOORS (CARPET): Free of obstruction and litter; clean; no tears, marks, stains; carpet seams secure.

LOBBY AND HALLWAY FLOORS (VINYL TILE): Free of obstruction and litter; clean; unbroken; no cracks; no unmatched tiles.

WALLS AND CEILINGS (PAINTED): Clean; free of defacing; smooth, unbroken surface (no holes); no marks; no peeling paint; covering at floor intact, clean.

INTERIOR AND EXTERIOR LIGHT FIXTURES: Lamps, sockets, covers and control devices in place, intact, clean, secure, unbroken and operable.

DOORS: Door and frames intact and secure; surface unbroken and with uniform, finished appearance (free of defacing); hardware (hinges, knobs, locks) operate smoothly and easily; door stops in place, secure.

MAILBOXES: Clean; clearly labeled; individual boxes secure.

FIRE EXITS: Doors and exits smoothly and easily operable; signs clearly marked, visible secure and intact.

UNIT ENTRANCES: Unit number clearly identified; doors secure (see Unit Inspection Form).

TRASH ROOMS, MAINTENANCE SHOP AND STOREROOM AND UTILITY ROOMS: Clean, free of odors; doors in place and secure; stored items orderly.

FIRE ALARM SYSTEMS: Inspected by safety inspectors within specified frequency.

FIRE EXTINGUISHERS: In place; filled; inspected with specified frequency.

ELEVATORS: Odor-free; floors and walls of cab clean, free of defacing, smooth, unbroken surface (no holes), no marks; doors working properly; floor buttons working properly; floor number clearly marked and visible in each hallway at the elevator exit; ventilation fan operating quietly; emergency call system functioning as designed; equipment inspected and maintenance work performed on contract schedule.

DRIVEWAYS AND PARKING LOTS: Clean; litter and graffiti-free; free of obstructions (especially abandoned or inoperable vehicles); surface unbroken, free of oil stains; painted stripes clearly visible; handicapped parking signs clearly visible.

GROUNDS AND STRUCTURES

SIDEWALKS AND STAIRWELLS: Clean; litter and graffiti-free; free of obstructions; smooth, unbroken surface (free of tripping hazards).

UTILITY METERS: Intact, covers secure.

TRASH AREAS: Free of debris; containers and covers secure, free of graffiti, in good repair.

ROOFS: Surface unbroken; no sign of puddling; free of litter, foreign objects; flashing intact and sealed; stacks and vents free of obstruction; gutters and downspouts clean, clear and secure.

LAWNS: Grass trimmed to no more than 3" high; litter-free; borders edged; weed-free; no bare spots.

EXHIBIT "D" TO CC&RS

Community Development Commission of the County of Los Angeles
PREVENTATIVE MAINTENANCE STANDARDS

Preventive maintenance based on regular methodical inspections is the action taken to avoid or minimize the need for more costly measures at some future time. It is performed prior to actual breakdown thereby preventing costly replacements and, in the case of operating equipment, lengthy shutdown. Effective preventive maintenance reduces long-range operating costs and lessens the necessity for major restorations and improvements. Preventive maintenance shall include, but is not limited to, the following, and shall include all other items affecting the health and safety of the tenants (pursuant to California Health & Safety Code 17910 et seq.):

Scheduled checking, adjusting, cleaning, and lubricating heating equipment.

Periodic inspection of ranges, hot water heaters, and space heaters for mechanical performance and for needed replacement of worn or broken parts.

Inspecting, servicing, and replacing worn parts in electro-mechanical equipment.

Checking and repairing plumbing fixtures, toilet tanks, drains, condition of porcelain, etc.

Termite and vermin inspection and elimination, by a Commission licensed firm.

Periodic interior and exterior painting.

Inspecting and patching roofs, gutters, downspouts, and flashing.

Inspecting underground facilities for corrosion and control thereof.

Inspecting for condensation, dampness, and fungus in wood and for rust in iron components and taking appropriate corrective measures.

Patching paved surfaces and sealcoating, as needed.

Correcting erosion and drainage deficiencies.

Fertilizing and cultivating planted areas.

Installing protective barriers, where needed, for planted areas and trees.

Checking fire safety equipment for operable use.

Caulking around bathtubs, tiles, countertops, windows, and doors to avoid water damage.

Administration and implementation of the preventative maintenance program shall be performed on the following schedule or a schedule approved by the Commission prior to implementation:

1.	Annual Dwelling Inspections and Corrections	1 year
2.	Heating Furnace Services:	
	Minor Inspections and Services	3 months
	Major Inspections and Services	2 years
3.	Fire Extinguisher and Alarm Inspections and Services	1 month
4.	Range Hood and Motor Inspections and Services	1 year
5.	Project Site Inspections and Corrections	1 year
6.	Roofing Inspections and Corrections	1 year
7.	Project Fencing Inspection	1 year
8.	Security Lighting Inspections and Services	1 year
9.	Trees and Shrubbery Inspections and Corrections	1 year
10.	Water Heater Inspections and Services	1 year
11.	Sewer Lift Station Inspections and Services	6 months
12.	Septic Tank Inspections and Services	1 year
13.	Street Pavement Inspections and Corrections	1 year
14.	Weather Stripping and Caulking	1 year
15.	Interior Painting of Units	5 years
16.	Exterior Painting of Units:	
	Wood siding and trim	3 years

EXHIBIT "F" TO HOME LOAN AGREEMENT

PROJECT DESCRIPTION

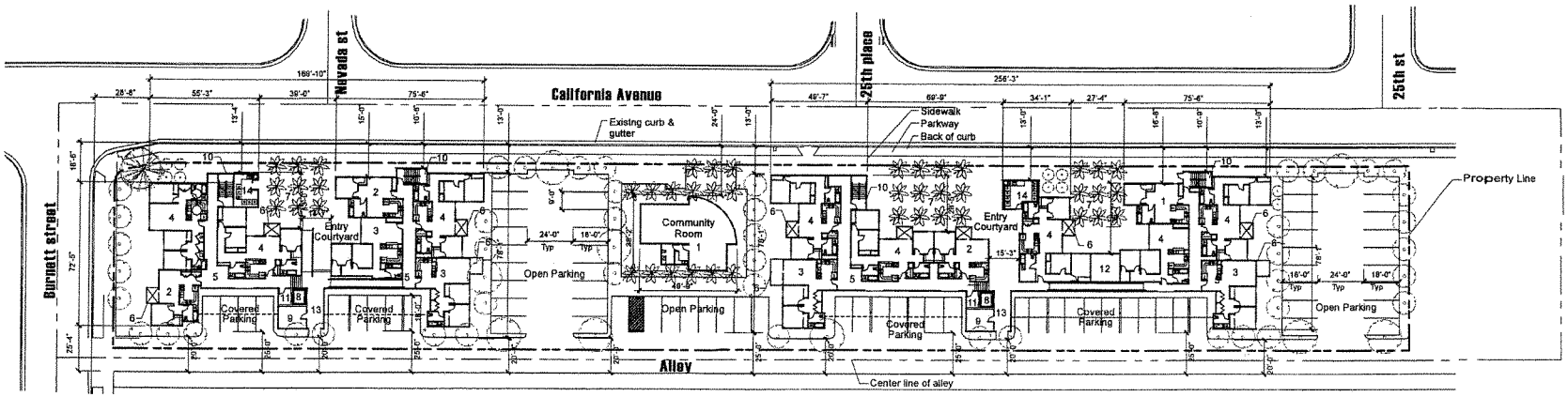
Las Brisas Community Housing II (Las Brisas II), located in the City of Signal Hill, is a 60-unit new construction project targeted to fit the needs of large families and seniors. One 3-bedroom unit has been set side for an on-site manager. Fifty- nine units will be available to families between 30% to 60% of Area Median Income. The development will be comprised of twenty-one 1-bedroom units, eighteen 2-bedroom units and twenty-one 3-bedroom units.

A 1 bedroom unit has approximately 575 square feet, a 2 bedroom unit has approximately 800 square feet and a 3 bedroom unit has approximately 1,200 square feet. In addition, Las Brisas II will include a 1,200 square foot community room, on-site property management offices, 71 parking spaces, designated social space for seniors, 2 laundry rooms, and 2 landscaped courtyards. Recreational space includes two entry courtyards and two enclosed outdoor spaces open for recreational usage.

Las Brisas II is designed to seamlessly collaborate with Las Brisas I, the first phase of the neighborhood revitalization plan located across the street. The development will offer residents a community room and on-site property management offices, situated around landscape courtyards. When complete, the building will be a tremendous asset to the City of Signal Hill and will complete the second phase of the Neighborhood Revitalization Plan.

EXHIBIT "G" TO HOME LOAN AGREEMENT

SITE PLAN & ELEVATIONS



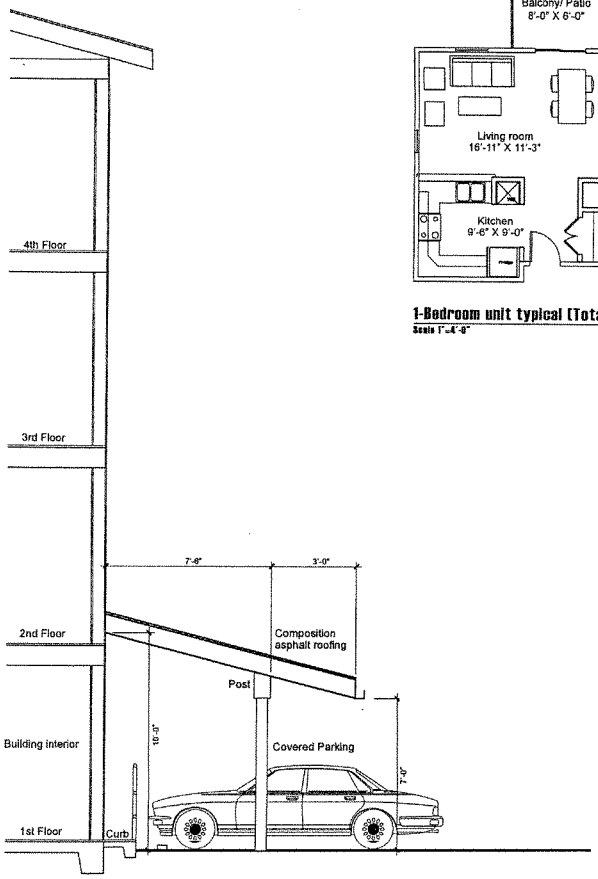
Site Plan, First floor plan
Scale 1"=20'-0"

LEGEND

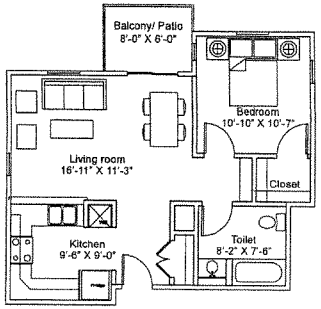
1. Community Room/ Prop. Mmgt offices
2. One-Bedroom unit-TYP
3. Two-Bedroom unit-TYP
4. Three-Bedroom unit - TYP
5. Corridor
6. Private Patio / Balcony
7. Courtyard
8. Elevator
9. Trash room
10. Stairs
11. Mechanical room
12. Storage/ Maintainance
13. Elevator lobby
14. Laundry Room

Las Brisas phase II COMMUNITY HOUSING

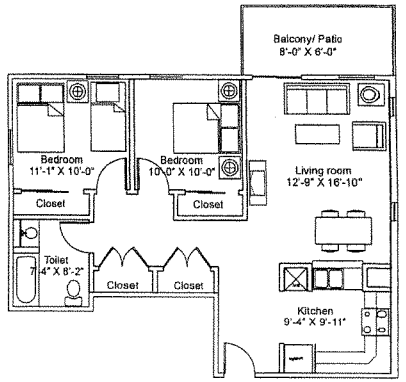
CITY OF SIGNAL HILL DECEMBER 2004
LOS ANGELES COMMUNITY DESIGN CENTER



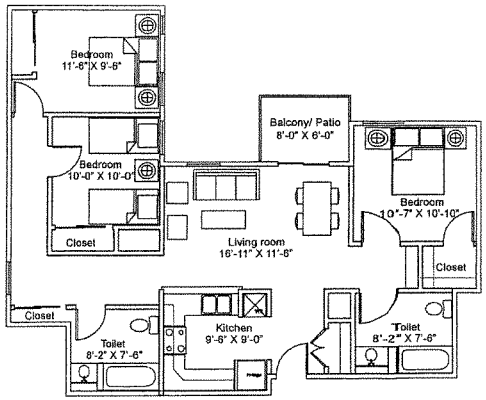
Section A @ Covered Parking
Scale: 1/2"=1'



1-Bedroom unit typical (Total area= 678 Sqft.)
Scale 1"=4'-0"



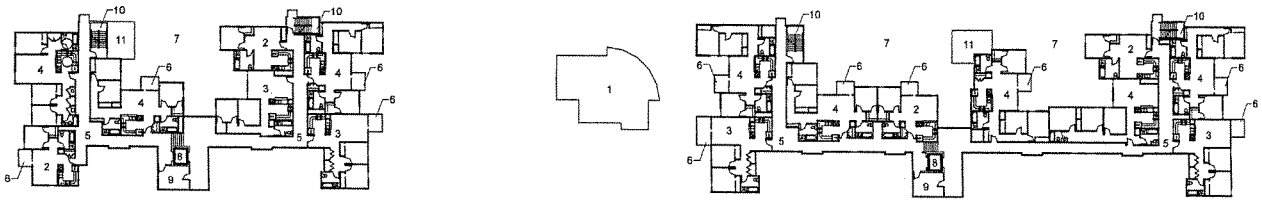
2-Bedroom unit typical (Total area= 804 Sqft.)
Scale 1"=4'-0"



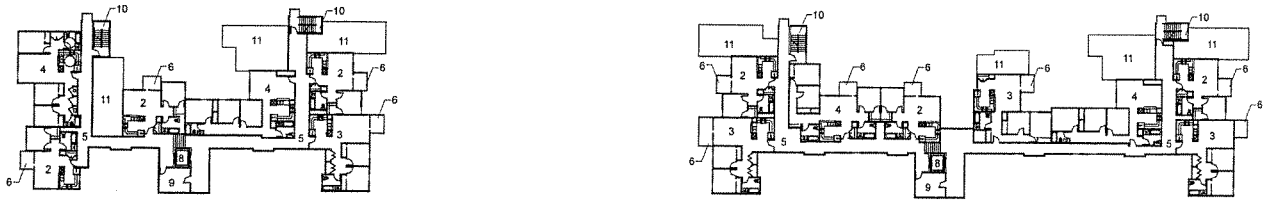
3-Bedroom unit typical (Total area= 956 Sqft.)
Scale 1"=4'-0"

Las Brisas phase II COMMUNITY HOUSING

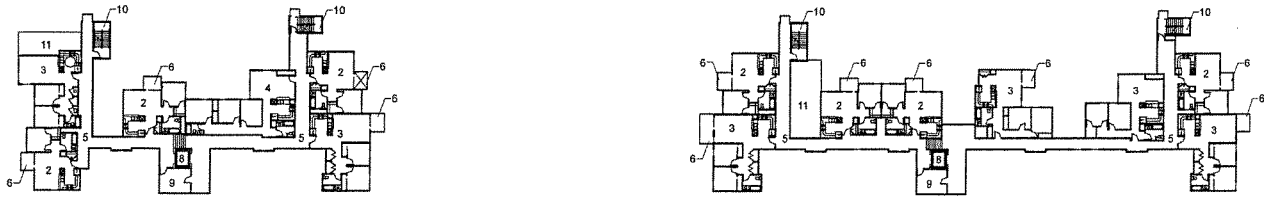
CITY OF SIGNAL HILL DECEMBER 2004
LOS ANGELES COMMUNITY DESIGN CENTER



Second Floor Plan
Scale 1"=28'-0"



Third Floor Plan
Scale 1"=28'-0"



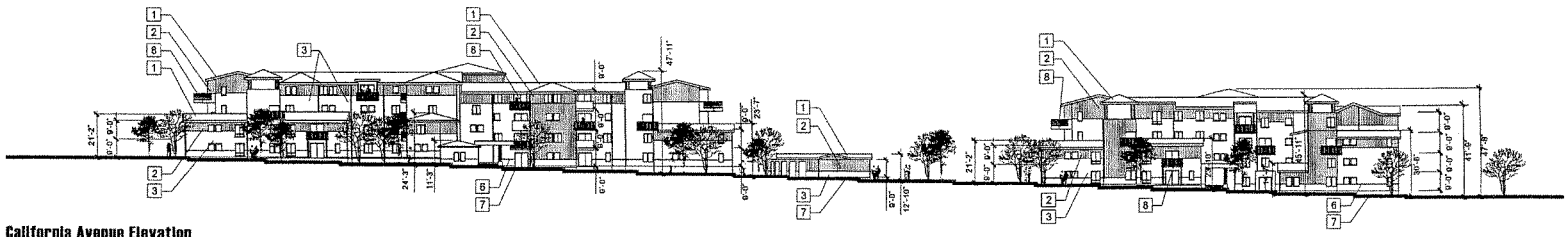
Fourth Floor Plan
Scale 1"=28'-0"

LEGEND

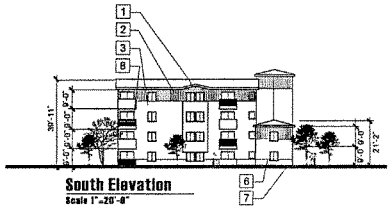
1. Roof @ Community Room below
2. One-Bedroom unit-TYP (578 SQFT.)
3. Two-Bedroom unit-TYP (805 SQFT.)
4. Three-Bedroom unit - TYP (956 SQFT.)
5. Corridors- Min. 5'-0" wide
6. Private Patio / Balcony (6' X 8' TYP)
7. Courtyard below
8. Elevator
9. Trash room
10. Stairs
11. Roof below

Las Brisas phase II COMMUNITY HOUSING

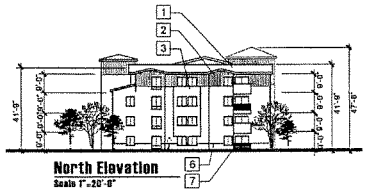
CITY OF SIGNAL HILL DECEMBER 2004
LOS ANGELES COMMUNITY DESIGN CENTER



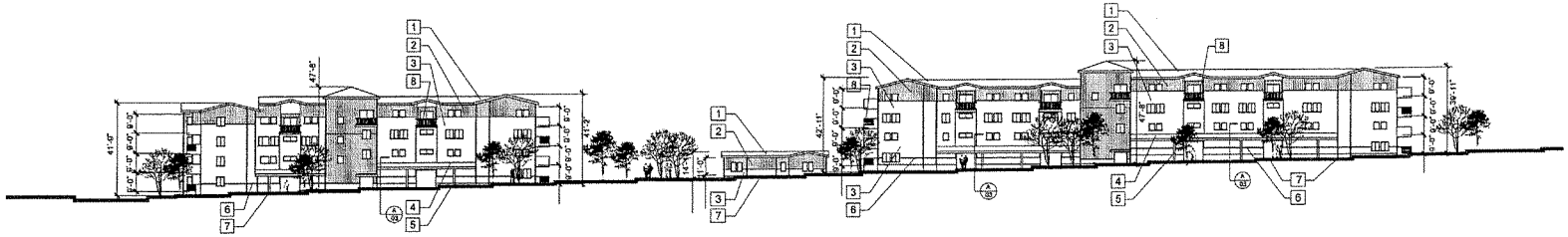
California Avenue Elevation
Scale 1"=20'-0"



South Elevation
Scale 1"=20'-0"



North Elevation
Scale 1"=20'-0"



Alley Elevation
Scale 1"=20'-0"

KEYNOTES

1	Composition asphalt roofing	5	Post @ covered parking
2	Fiber/ cement siding	6	Metal trim @ stucco
3	Exterior stucco	7	Line of grade
4	Line of roof @ covered parking	8	Wood railing @ balcony

Las Brisas phase II COMMUNITY HOUSING

CITY OF SIGNAL HILL DECEMBER 2004
LOS ANGELES COMMUNITY DESIGN CENTER

EXHIBIT "H" TO HOME LOAN AGREEMENT

DEVELOPMENT PRO FORMA

Las Brisas II

Prepared For:	Design Center Development Corporation
Prepared By:	California Housing Partnership Corporation
Version:	9/13 cost update
Revised:	September 22, 2005
File:	Macintosh HD (Paul):Paul:C L I E N T S:LACDC:Las Brisas II:Projections:[Las Brisas II syndic 1.5]Sources

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SOURCES OF FUNDS

PERMANENT

	AMOUNT	TOTAL INT COST	OID INT RATE	TERM (Yr)	COMMENTS	
CCRC (taxable)	1,913,000	7.10%		30.00	All-in rate (underwriting & cash flow):	7.10%
Community Development Comm. (HOME	2,000,000	5.00%	3.10%	30.00		
Accrued/Deferred Interest	62,000					
Signal Hill Redevelopment Agency	150,000	0.00%	0.00%	30.00		
Affordable Housing Program	295,000	0.00%	0.00%	30.00		
Deferred Developer Fee	772,499	0.00%				
					Total Currently Paid Developer Fee:	627,501
Capital Contributions						
General Partner	50,000				% ownership:	0.01%
Limited Partners	11,729,000				% ownership:	99.99%
					Credit pricing:	$1.080
TOTAL SOURCES	**16,971,499**				Equity variance with final LOI:	$0
Surplus/(Shortfall)	*0*					

CONSTRUCTION

	AMOUNT	INT RATE	TERM (Mo.)
Wells Fargo Bank (taxable)	11,998,549	7.65%	18
Signal Hill Predev/Construction	900,000	0.00%	18
Community Development Comm. (HOME	2,000,000	5.00%	18
Accrued/Deferred Interest -	62,000		
Signal Hill Redevelopment Agency	150,000	0.00%	18
Costs Deferred Until Completion*	460,451		
Deferred Developer Fee	772,499		
Capital Contributions			
General Partner	50,000	0.00%	
Limited Partners	578,000	0.00%	
TOTAL SOURCES	**16,971,499**		
Surplus/(Shortfall)	*0*		

***COSTS DEFERRED UNTIL COMPLETION**

TCAC Monitoring Fee	-
(net of performance deposit)	
Operating Reserve	111,200
Legal: Perm Close	5,000
Title/Recording/Escrow - Permanent	12,500
Developer Fee	313,751
TOTAL	460,451

*** INTEREST RATE STACK**

	Construction	*Permanent*
30-day LIBOR/10-year Treasuries	3.700%	4.250%
Bank spread	1.950%	2.350%
cushion	2.000%	0.500%
TOTAL	*7.65%*	*7.10%*

Las Brisas II

Uses of Funds

Version: 9/13 cost update
Revised: September 22, 2005

	TOTAL	100.00% TOTAL RESIDENTIAL	NON-DEPREC	DEPRECIABLE RESIDENTIAL	DEPRECIABLE NON-RES	EXPENSE	AMORTIZE	TAX CREDIT ELIGIBLE CONST/REHAB	TAX CREDIT ELIGIBLE ACQUIS.
ACQUISITION COSTS									
Toxics Abatement	28,700	28,700	28,700						0
Demolition	89,716	89,716	89,716						0
Off-site Improvements	75,000	75,000	75,000						
GENERAL DEVELOPMENT COSTS									
Unit Construction (Total Contract: 10821466)	8,832,367	8,832,367	0	8,832,367	0		0	8,832,367	
Environmental Mitigation (methane barrier)	200,000	200,000	0	200,000	0		0	200,000	
Site Improvements/Landscape	487,323	487,323		487,323	0			487,323	
Contractor Gen'l Req, Overhead and Profit	1,036,293	1,036,293	0	1,036,293	0			1,036,293	
Payment & Performance Bond + Insurance	265,483	265,483		265,483	0			265,483	
Construction Contingency	1,085,496	1,085,496	0	1,085,496	0			1,085,496	
Local Development Impact Fees	80,295	80,295		80,295	0			80,295	
Phase I/Asbestos/Toxics	10,000	10,000		10,000	0			10,000	
Architecture	590,686	590,686		590,686	0			590,686	
Survey/Engineering/Soils/Landscape Arch.	110,400	110,400		110,400	0			110,400	
Appraisal	12,500	12,500	12,500	0	0		0	0	
Relocation	707,366	707,366	353,683	353,683	0			353,683	
Market Study	6,500	6,500		6,500	0			6,500	
Predevelopment Loan Interest + Expenses	1,800	1,800		1,800	0			1,800	
Construction Loan Expenses	35,000	35,000		35,000	0	0		35,000	
Construction Loan Fees	60,000	60,000		51,749	0		8,251	51,749	
Construction Period Interest	894,900	894,900		626,430	0	268,470		626,430	
Construction Period Interest--CDC HOME (accrued)	62,000	62,000		62,000	0	0		62,000	
Title/Recording/Escrow - Acquisition	3,500	3,500	3,500	0	0			0	0
Title/Recording/Escrow - Construction	30,000	30,000		30,000	0			30,000	0
Title/Recording/Escrow - Permanent	12,500	12,500					12,500		
Real Estate Taxes During Construction	5,850	5,850		5,850	0	0		5,850	0
Insurance During Construction	120,000	120,000		120,000	0	0		120,000	0
Soft Cost Contingency	54,565	54,565		54,565	0			54,565	
TCAC Application/Monitoring Fee	88,879	88,879					88,879		
Legal: Acquisition	0	0	0	0				0	0
Construction Closing	20,000	20,000		20,000	0			20,000	0
Permanent Closing	5,000	5,000					5,000		
Organization of Partnership	1,000	1,000					1,000		
Syndication	15,000	15,000	15,000						
Syndication Consulting	35,000	35,000	35,000					0	0
Audit/Cost Certification	26,600	26,600				26,600	0		
Furnishings	72,000	72,000		72,000	0			72,000	
Replacement Reserve	18,000	18,000	18,000						
Operating Reserve	111,200	111,200	111,200						
Marketing Account	11,800	11,800				11,800			
Deputy Inspection	30,000	30,000		30,000				30,000	
Construction management (3rd party)	114,500	114,500		114,500				114,500	
Holding Costs	10,000	10,000		10,000				10,000	
Organizational & Admin Costs	8,000	8,000		0		8,000		0	
Utility Hook-up Fees.	106,280	106,280		106,280		0		106,280	
Developer Fee	1,400,000	1,400,000		1,400,000	0			1,400,000	0
TOTAL DEVELOPMENT COSTS	**16,971,499**	**16,971,499**	**742,299**	**15,798,700**	**0**	**314,870**	**115,629**	**15,798,700**	**0**

TCAC DEVELOPER FEE CALCULATION

	Constr	Acq	Total
Maximum Potential TCAC Fee (per limits)	1,400,000	-	1,400,000
Maximum Potential TCAC Fee (per basis)	2,142,300	-	2,142,300
Ratio	100.00%	0.00%	100.00%
Maximum Fee	1,400,000	-	1,400,000
Maximum Fee per CDC guidelines	990,000	-	990,000
Maximum Fee per TCAC Application	1,400,000	-	1,400,000
Less:	-	-	-
Net Fee (Less other development costs)	1,400,000	-	1,400,000
MAXIMUM FEE	1,400,000	-	1,400,000

Las Brisas II

Unit Mix & Rental Income

Version: 9/13 cost update
Revised: September 22, 2005

AVERAGE AFFORDABILITY FOR QUALIFIED UNITS (% AMI)	49.20%

	UNIT MIX	UTILITY ALLOWANCES
0 BR	0	$39
1 BR	21	$51
2 BR	18	$63
3 BR	21	$78
4 BR	0	$102

RESIDENTIAL INCOME

TAX-CREDIT ELIGIBLE - TIER 1: *30%* — **Percentage of Targeted Units: *10.2%***

UNIT TYPE	NUMBER	PER UNIT SQ FT	TOTAL SQ FT	% MEDIAN INCOME AFFORDABLE	PER-UNIT MONTHLY GROSS RENT	PER-UNIT MONTHLY NET RENT	TOTAL MONTHLY NET RENT	TOTAL ANNUAL NET RENT
1 BR	2	650	1,300	30.0%	368	317	635	7,618
2 BR	2	800	1,600	30.0%	442	379	758	9,101
3 BR	2	1,050	2,100	30.0%	511	433	865	10,382
TOTAL	6		5,000				2,258	27,101

TAX-CREDIT ELIGIBLE - TIER 2: *45%* — **Percentage of Targeted Units: *15.3%***

UNIT TYPE	NUMBER	PER UNIT SQ FT	TOTAL SQ FT	% MEDIAN INCOME AFFORDABLE	PER-UNIT MONTHLY GROSS RENT	PER-UNIT MONTHLY NET RENT	TOTAL MONTHLY NET RENT	TOTAL ANNUAL NET RENT
1 BR	3	650	1,950	45.0%	553	502	1,505	18,058
2 BR	3	800	2,400	45.0%	663	600	1,801	21,611
3 BR	3	1,050	3,150	45.0%	766	688	2,064	24,764
TOTAL	9		7,500				5,369	64,433

TAX-CREDIT ELIGIBLE - TIER 3: *50%* ***(capped @ max RDA rents)*** — **Percentage of Targeted Units: *50.8%***

UNIT TYPE	NUMBER	PER UNIT SQ FT	TOTAL SQ FT	% MEDIAN INCOME AFFORDABLE	PER-UNIT MONTHLY GROSS RENT	PER-UNIT MONTHLY NET RENT	TOTAL MONTHLY NET RENT	TOTAL ANNUAL NET RENT
1 BR	11	650	7,150	50.0%	614	563	6,193	74,316
2 BR	9	800	7,200	50.0%	737	674	6,066	72,792
3 BR	10	1,050	10,500	48.1%	819	741	7,410	88,920
TOTAL	30		24,850				19,669	236,028

TAX-CREDIT ELIGIBLE - TIER 4: *60%* — **Percentage of Targeted Units: *23.7%***

UNIT TYPE	NUMBER	PER UNIT SQ FT	TOTAL SQ FT	% MEDIAN INCOME AFFORDABLE	PER-UNIT MONTHLY GROSS RENT	PER-UNIT MONTHLY NET RENT	TOTAL MONTHLY NET RENT	TOTAL ANNUAL NET RENT
1 BR	5	650	3,250	60.0%	737	686	3,429	41,148
2 BR	4	800	3,200	60.0%	884	821	3,286	39,427
3 BR	5	1,050	5,250	60.0%	1,021	943	4,716	56,592
TOTAL	14		11,700				11,431	137,167

MANAGER UNITS

UNIT TYPE	NUMBER	PER UNIT SQ FT	TOTAL SQ FT	% MEDIAN INCOME AFFORDABLE	PER-UNIT MONTHLY GROSS RENT	PER-UNIT MONTHLY NET RENT	TOTAL MONTHLY NET RENT	TOTAL ANNUAL NET RENT
3 BR	1	0	0	0.0%	0	0	0	0
TOTAL	1		0				0	0

TOTAL RESIDENTIAL INCOME		TOTAL UNITS	TOTAL MONTHLY (Net)	TOTAL ANNUAL
		60	38,727	464,729
TOTAL SQ FT - TAX CREDIT ELIGIBLE	37,350			
TOTAL SQ FT - NON-TAX CREDIT ELIGIBLE	0			
TOTAL RENTABLE SQ FT	37,350			

MISCELLANEOUS INCOME	PER-UNIT MONTHLY	TOTAL MONTHLY	TOTAL ANNUAL
Interest Reduction Payment	0.00	0	0
Laundry/Vending	5.00	300	3,600
Financial	0.00	0	0

Las Brisas II

Tax Credit Calculation

Version: 9/13 cost update
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	FEDERAL			CALIFORNIA		
	ACQUIS	CONST/ REHAB	TOTAL	ACQUIS	CONST/ REHAB	TOTAL
TOTAL ELIGIBLE COSTS	0	15,798,700	15,798,700	0	0	0
Less:						
Historic Tax Credit (Res. Portion)	0	0	0	0	0	0
Non-Eligible (Federal/Grant Financing):		0	0	0	0	0
Reserves/Credits from Seller (bldg proration)	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
	0	0	0	0	0	0
ELIGIBLE BASIS	0	15,798,700	15,798,700	0	0	0
THRESHOLD BASIS LIMIT			*10,565,671*			
REQUESTED ELIGIBLE BASIS	0	15,798,700	15,798,700	0	0	0
LESS: VOLUNTARY REDUCTION		0				
TOTAL REQUESTED UNADJUSTED ELIGIBLE BASIS	0	15,798,700				
HIGH COST ADJUSTMENT (Y/N) Y	100.0%	130.0%		100.0%	100.0%	
ADJUSTED ELIGIBLE BASIS	0	20,538,310	20,538,310	0	0	0
APPLICABLE FRACTION*	100.0%	100.0%		100.0%	100.0%	
QUALIFIED CREDIT BASIS	0	20,538,310	20,538,310	0	0	0
CREDIT REDUCTION 0.00%	0	0	0			
ADJUSTED QUALIFIED CREDIT BASIS	0	20,538,310	20,538,310			
CREDIT RATE Federal Annual/Yr 1-3 State	3.40%	8.00%		3.40%	8.00%	
Year 4 - State				2.80%	6.00%	
MAXIMUM CREDIT AMOUNT PER COSTS						
Federal Annual/Yr 1-3 State	0	1,643,065	1,643,065	0	0	0
Year 4 - State				0	0	0
Total				0	0	0
ACTUAL TCAC CREDIT RESERVATION Federal Annual/Total State	N/A	N/A	1,085,982	N/A	N/A	N/A
MAXIMUM ALLOWABLE CREDITS (Lesser of above) Federal Annual/Total State	0	1,085,982	1,085,982			0
MAXIMUM ALLOWABLE - TEN YEAR TOTAL			10,859,820			0

Las Brisas II

Base Year Income & Expense

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INCOME		
Scheduled Gross Income		464,729
Misc. Income		3,600
Vacancy Loss	5.0%	(23,416)
EFFECTIVE GROSS INCOME		444,912
EXPENSES - RESIDENTIAL		
Administrative		
Advertising	0	
Legal	1,545	
Accounting/Audit	12,257	
Security	0	
Office supplies, telephone, bad debts, misc.	10,959	
Total Administrative		24,761
Management Fee		30,509
Utilities		
Fuel	0	
Electricity	9,785	
Gas	2,575	
	0	
Total Utilities		12,360
Water/Sewer		27,810
Payroll/Payroll Taxes		
On-Site Manager/Maintenance Payroll	25,709	
Manager Unit Expense/(Credit)	0	
Payroll Taxes/Benefits	23,608	
Total Payroll/Payroll Taxes		49,317
Insurance		23,278
Real Estate Taxes		3,900
Maintenance		
Painting	1,566	
Repairs	11,124	
Trash Removal	7,416	
Exterminating	773	
Grounds	6,180	
Elevator	7,725	
Janitorial, misc. expenses	3,346	
Total Maintenance		38,130
Replacement Reserve		18,000
Other		
Resident Services Coordinator	20,000	
Misc taxes, licenses, & permits	2,060	
Operating Reserve	13,300	
Security	3,986	
Total Other		39,346
TOTAL EXPENSES - RESIDENTIAL		267,411
Per Unit Per Year (incl. Reserves)	*4,457*	
Per Unit Per Year (w/o Taxes & Reserves)	*3,836*	
NET AVAILABLE INCOME		177,501

Las Brisas II

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Mortgage Calculation & Bond Ratios

Version: 9/13 cost update
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MAXIMUM MORTGAGE CALCULATION

CCRC (taxable)

Net Operating Income		177,501
DSC		1.15
Available for Debt Service		154,349
	Underwriting Constraint	Maximum Loan Amount
Debt Service Coverage	1.15	1,913,000
Loan-to-Value	85.0%	5,525,000
Percent of Transaction Costs	100.0%	16,971,499
Statutory Limit		10,565,671
CHFA Commitment		NA
MAXIMUM MORTGAGE		**1,913,000**

LOAN CONSTANT/TIC CALCULATION

Bond/Loan Rate	7.10000%				0.00000%
Term (Yr)	30.00				10.00
Mortgage Insurance Premium	0.00000%				0.00000%
GNMA/Servicing	0.00000%				0.00000%
Annual Issuer Fee	0.00000%				0.00000%
Other Annual Bond Fees	0.00000%				0.00000%
Amort (P&I)	0.96438%				10.00000%
Loan Constant	8.06438%				10.00000%
Imputed Total Interest Cost (TIC)	7.10000%	7.10000%	7.10000%	0.00000%	0.00000%

Las Brisas II

Lease-up/Placed-in-Service Schedule

Version: 9/13 cost update
Revised: September 22, 2005

LIHTC LEASE-UP SCHEDULE

Lease-Up Start (Year): 2007

	Lease Up/Mo	
Month	*# Units*	*Percent*
Jan-07	20	33.3%
Feb-07	20	33.3%
Mar-07	20	33.3%
Apr-07	0	0.0%
May-07	0	0.0%
Jun-07	0	0.0%
Jul-07	0	0.0%
Aug-07	0	0.0%
Sep-07	0	0.0%
Oct-07	0	0.0%
Nov-07	0	0.0%
Dec-07	0	0.0%
TOTAL	60	100.0%

% Q.O. in First Year **91.7%**

BUILDING PLACED-IN-SERVICE SCHEDULE

Start Year: 2006

		Bldg. PIS by Month	
Month	*Building #*	*# Units*	*Percent*
Jan-06	0	0	0.0%
Feb-06	0	0	0.0%
Mar-06	0	0	0.0%
Apr-06	0	0	0.0%
May-06	0	0	0.0%
Jun-06	0	0	0.0%
Jul-06	0	0	0.0%
Aug-06	0	0	0.0%
Sep-06	0	0	0.0%
Oct-06	0	0	0.0%
Nov-06	1	60	100.0%
Dec-06	0	0	0.0%
TOTAL		60	100.0%

% PIS in First Year **16.7%**

OPERATIONS SCHEDULE

Start Year: 2006

	Completed Lease Up/Mo	
Month	*No. Units*	*Percent*
Jan-06	0	0.0%
Feb-06	0	0.0%
Mar-06	0	0.0%
Apr-06	0	0.0%
May-06	0	0.0%
Jun-06	0	0.0%
Jul-06	0	0.0%
Aug-06	0	0.0%
Sep-06	0	0.0%
Oct-06	0	0.0%
Nov-06	60	100.0%
Dec-06	0	0.0%
TOTAL	60	100.0%

% Operating in First Year **16.7%**

DEVELOPMENT SCHEDULE

Construction closing	November 2005
Construction completion	November 2006
Placed in service	December 2006
Lease up start	January 2007
100% qualified occupancy	March 2007
Permanent conversion	May 2007

Las Brisas II

15-Year Cash Flow

ASSUMPTIONS:			
Rent Increase:	2.50%	Perm Loan - % Debt Svc Yr 1	66.67%
Expenses Increase:	3.50%	Percent Q.O. In Lease-up Yr	91.7%
Reserve Increase:	3.00%		

		Constr Nov 05-Nov 06														
		2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
GROSS POTENTIAL INCOME - RESIDENTIAL		0	426,001	476,347	488,256	500,462	512,974	525,798	538,943	552,417	566,227	580,383	594,892	609,764	625,009	640,634
Misc. Income		0	3,300	3,690	3,782	3,877	3,974	4,073	4,175	4,279	4,386	4,496	4,608	4,724	4,842	4,963
Vacancy Loss - Residential	5.0%	(0)	(21,465)	(24,002)	(24,602)	(25,217)	(25,847)	(26,494)	(27,156)	(27,835)	(28,531)	(29,244)	(29,975)	(30,724)	(31,493)	(32,280)
GROSS EFFECTIVE INCOME		0	407,836	456,035	467,436	479,122	491,100	503,377	515,962	528,861	542,083	555,635	569,525	583,764	598,358	613,317
TOTAL OPERATING EXPENSES		0	216,435	244,375	252,928	261,780	270,943	280,426	290,241	300,399	310,913	321,795	333,058	344,715	356,780	369,267
NET OPERATING INCOME		(0)	191,401	211,660	214,508	217,341	220,157	222,952	225,721	228,462	231,169	233,840	236,468	239,049	241,578	244,049
REPLACEMENT RESERVE		0	12,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000
OPERATING RESERVE		0	8,867	13,700	14,100	14,500	14,900	15,300	15,800	16,300	16,800	17,300	17,800	18,300	18,800	19,400
NET INCOME AVAILABLE FOR DEBT SERVICE		(0)	170,535	179,960	182,408	184,841	187,257	189,652	191,921	194,162	196,369	198,540	200,668	202,749	204,778	206,649
CCRC (taxable)																
Interest Payment		0	90,291	134,290	132,824	131,250	129,562	127,749	125,803	123,715	121,473	119,067	116,485	113,713	110,738	107,544
Principal Payment		0	12,557	19,982	21,448	23,021	24,710	26,523	28,468	30,557	32,798	35,204	37,787	40,559	43,534	46,727
TOTAL DEBT SERVICE		0	102,848	154,272	154,272	154,272	154,272	154,272	154,272	154,272	154,272	154,272	154,272	154,272	154,272	154,272
NET CASH FLOW		(0)	67,687	25,689	28,136	30,570	32,986	35,380	37,650	39,890	42,098	44,268	46,396	48,477	50,506	52,378
Debt Service Coverage Ratio		N/A	N/A	1.17	1.18	1.20	1.21	1.23	1.24	1.26	1.27	1.29	1.30	1.31	1.33	1.34

EXHIBIT "I" TO HOME LOAN AGREEMENT

HOME PROGRAM REQUIREMENTS

SUMMARY OF FEDERAL PROGRAM REQUIREMENTS

All developments which are assisted using HOME program funds must comply with all of the following federal laws, executive orders, and regulations pertaining to fair housing and equal opportunity, as set forth in 24 CFR part 5, subpart A.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d) -- States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance on the basis of race, color, or national origin. Its implementing regulations may be found in 28 CFR Part 1.

Title VIII of the Civil Rights Act of 1968, As Amended "the Fair Housing Act" (42 U.S.C. 3601) -- Prohibits discrimination in the sale or rent of units in the private housing market against any person on the basis of race, color, religion, sex, national origin, familial status or handicap. Its implementing regulations may be found in 24 CFR Part 100-115.

Equal Opportunity in Housing (Executive Order 11063, As Amended by Executive Order 12259) -- Prohibits discrimination in housing or residential property financing related to any federally assisted activity against individuals on the basis of race, color, religion, sex or national origin. Implementing regulations may be found in 24 CFR part 107.

Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101) -- Prohibits age discrimination in programs receiving federal financial assistance. Its implementing regulations may be found in 24 CFR Part 146.

Equal Employment Opportunity, Executive Order 11246, As Amended -- Prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin. Provisions to effectuate this prohibition must be included in all construction contracts exceeding $10,000. Implementing regulations may be found at 41 CFR Part 60.

HOME PROGRAM TENANT MONITORING

All HOME projects must comply with the tenant monitoring procedures established by the Commission in compliance with the HOME Program pursuant to 24 CFR Part 92 Sections 252 and 253.

AFFIRMATIVE MARKETING

Use of the Fair Housing logo, or equal opportunity language

A description of what the developer will do to affirmatively market housing assisted with HOME funds.

A description of what developer will do to inform persons not likely to apply for housing without special outreach.

Maintenance of records to document actions taken to affirmatively market HOME-assisted units and to assess marketing effectiveness.

Description of how efforts will be assessed and what corrective actions will be taken where requirements are not met.

CONFLICT OF INTEREST

No owner, developer, or sponsor of a project assisted with HOME funds, or any officer, employee, agent, or consultant of such may occupy a HOME-assisted unit in the project, unless a waiver in writing is first obtained from the Commission. This provision does not apply to an employee or agent who occupies the unit as the project manager or maintenance worker.

SUMMARY OF FEDERAL PROGRAM REQUIREMENTS

WHAT SECTION 504 REQUIRES

HUD's Section 504 regulations require that a recipient of Federal financial assistance ensure that its program, when viewed in its entirety, is accessible to persons with disabilities. (24 CFR 8.20) In order to meet this obligation, participants in the HOME Program must:

- To the maximum extent feasible, distribute accessible units throughout the projects and sites, and make them available in a sufficient range of sizes and amenities so as not to limit choice.

- Adopt suitable means to assure that information regarding the availability of accessible units reaches eligible individuals with disabilities. They must also take reasonable nondiscriminatory steps to maximize use of such units by eligible individuals.

- When an accessible unit becomes vacant, before offering the unit to an individual without a disability, offer the unit: first, to a current occupant of the project requiring the accessibility feature; and second, to an eligible qualified applicant on the waiting list requiring the accessibility features.

- When an applicant or tenant requires an accessible feature or policy modification to accommodate a disability, a federally assisted provider must provide such feature or policy modification unless doing so would result in a fundamental alternation in the nature of its program or an undue financial and administrative burden. See 24 CFR 8.4, 8.24, and 8.33 for further requirements and guidance.

- Providers are required to ensure that information about their programs is disseminated in a manner that is accessible to persons with disabilities. For example, special communication systems can greatly increase the effectiveness of outreach and ongoing communication (e.g., Telecommunications Devices for the Deaf (TTY), materials on tape or in Braille).

- Providers must ensure that activities and meetings are conducted in accessible locations.

Participants in the HOME Program may:

- Ask applicants for information that can demonstrate that they can meet the obligations of tenancy including financial information, references, prior tenancy history, etc. However, housing providers may not inquire into the nature and severity of an applicant or tenant's disability, nor may they ask persons with disabilities questions not asked of all applicants, apply different types of screening criteria, or assess an applicant's ability to live independently.

- Ask if the applicant qualifies for a housing program or unit designed for persons with a disability, when the housing program or unit is designed for such persons.

- Consider including a lease provision that requires a non-disabled family occupying an accessible unit to move if a family with a disability needing that size unit applies and there is an appropriately sized non-accessible unit available for the relocating family.

All recipients and sub-recipients must conduct self-evaluations of compliance with Section 504

COMMUNITY BUSINESS ENTERPRISE

Executive Orders 11625, 12432, and 12138 (Community Business Enterprise)

Developer must prescribe procedures acceptable to HUD for a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women and entities owned by minorities and women in all contracts. See 24 CFR 85.36(e) of which its appendices provide guidance from HUD on acceptable outreach practices.

SITE AND NEIGHBORHOOD STANDARDS

Housing provided through the HOME program must promote greater choice of housing opportunities. Specific rules are as follows:

HOME-provided housing must be suitable from the standpoint of facilitating and furthering full compliance with the Title VI of the Civil Rights Act - 1964, the Fair Housing Act, and Executive Order 11063.

EXHIBIT "J" TO HOME LOAN AGREEMENT

COMMISSION REQUIREMENTS

The Borrower agrees to comply with the following Commission requirements:

1. Termination for Improper Consideration

Commission may, by written notice to the Borrower, immediately terminate the right of the Borrower to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Borrower, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the Borrower's performance pursuant to this Agreement. In the event of such termination, Commission shall be entitled to pursue the same remedies against the Borrower as it could pursue in the event of default by the Borrower.

The Borrower shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to Commission's Executive Director or his designee.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

2. Confidentiality of Reports

The Borrower shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of Commission.

3. Commission's Quality Assurance Plan

Commission will evaluate Borrower's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Borrower's compliance with all contract terms and performance standards. Borrower deficiencies which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by Commission and Borrower. If improvement does not occur consistent with the corrective measure, Commission may terminate this Agreement or seek other remedies as specified in this Agreement.

4. Borrower's Warranty of Adherence to Commission's Child Support Compliance Program

Borrower acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through contract are in compliance with their court-ordered child, family and spousal support obligations, in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles County.

As required by the Commission's Child Support Compliance Program and without limiting Borrower's duty under this Agreement to comply with all applicable provisions of law, Borrower warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

5. Termination For Breach of Warranty to Maintain Compliance With Commission's Child Support Compliance Program

Failure of Borrower to maintain compliance with the requirements set forth in Paragraph 4, "Borrower's Warranty of Adherence to Commission's Child Support Compliance Program" shall constitute a default by Borrower under this Agreement. Without limiting the rights and remedies available to the Commission under any other provision of this Agreement, failure to cure such default within 90 calendar days of written notice shall be grounds upon which the Commission may terminate this Agreement pursuant to said paragraph 4 and pursue debarment of Borrower, pursuant to Commission policy.

6. Post Most Wanted Delinquent Parents List

Borrower acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Borrower understands that it is County's and Commission's policy to strongly encourage all Borrowers to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Borrower with the poster to be used.

7. Independent Contractor

This Agreement does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Borrower.

8. Drug-Free Workplace Act of the State of California

Borrower certifies under penalty of perjury under the laws of the State of California that the Borrower will comply with the requirements of the Drug-Free Workplace Act of 1990.

9. Compliance with Laws

The Borrower agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement. If the compensation under this Agreement is in excess of $100,000 then Borrower shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Borrower must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

Borrower shall comply with the following laws:

10. Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)

Borrower shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Section 109 of the Housing and Community Development Act of 1974

Borrower shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

12. Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

Borrower shall comply with the Age Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

13. Executive Order 11246 and 11375, Equal Opportunity in Employment (Non-discrimination in Employment by Government Contractors and Subcontractors)

Borrower shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment which requires that during the performance of this Agreement, the Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, ancestry, marital status, or disability. The Borrower will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Borrower will, in all solicitations or advertisements for employees placed by or on behalf of the Borrower, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Borrower will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice to be provided by the agency of the Borrower's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Borrower will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant

orders of the Secretary of Labor.

The Borrower will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Borrower's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Borrower may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Borrower will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Borrower will take such actions with respect to any subcontract or purchase order as Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Borrower becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by Commission, the Borrower may request the United States to enter into such litigation to protect the interests of the United States.

14. Notice to Employees Regarding the Federal Earned Income Credit

Borrower shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

15. Use of Recycled-Content Paper Products

Borrower agrees to use recycled-content paper to the maximum extent possible on the Project in order to reduce the amount of solid waste deposited at the County landfills.

16. Borrower Responsibility and Debarment

A. A responsible Borrower is a Borrower who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission to conduct business only with responsible Borrowers.

B. The Borrower is hereby notified that if the Commission acquires information concerning the performance of the Borrower on this or other contracts which indicates that the Borrower is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Borrower from bidding on Commission contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Borrower may have with the Commission.

C. Commission may debar a Borrower if the Board of Commissioners finds, in its discretion, that the Borrower has done any of the following: (1) violated any term of a contract with the County, the Commission or the Housing Authority of the County of Los Angeles (HACOLA), (2) committed any act or omission which negatively reflects on the Borrower's quality, fitness or capacity to perform a contract with the County, the Commission or HACOLA or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or HACOLA or any other public entity.

D. If there is evidence that the Borrower may be subject to debarment, Commission will notify the Borrower in writing of the evidence which is the basis for the proposed debarment and will advise the Borrower of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Borrower and/or the Borrower's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Borrower should be debarred, and, if so, the appropriate length of time of the debarment. If the Borrower fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Borrower may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of Commission Borrowers.

17. Section 3 of the Housing and Community Development Act of 1968, as Amended

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). 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.

B. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Borrower agrees to send to each labor organization or representative of workers with which the Borrower has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Borrower'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; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Borrower agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 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 CFR Part 135. The Borrower will not subcontract with any subcontractor where the Borrower has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The Borrower will certify that any vacant employment positions, including training positions, that are filled (1) after the Borrower is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Borrower's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

G. 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 Agreement. 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 Agreement 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).

18. Barriers For the Disabled

The Project shall be developed to comply with all applicable federal, state and local requirements for access for disabled persons.

19. Lead-Based Paint

Borrower and its contractors and subcontractors shall not use lead-based paint in construction or maintenance of the Project. Borrower shall cause this provision to be incorporated in all contracts and subcontracts for work performed on the Site which involve the application of paint.

20. Notice To Employees Regarding The Safely Surrendered Baby Law

Borrower shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a

baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

21. Borrower's Acknowledgment of Commission's Commitment To The Safely Surrendered Baby Law

Borrower acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. Borrower understands that it is the Commission's policy to encourage all Commission Borrowers to voluntarily post the "Safely Surrendered Baby Law" poster in a prominent position at the Borrower's place of business. Borrower will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply Borrower with the poster to be used.

22. Lobbyist Ordinances

Federal Lobbyist Requirements: Borrower is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of 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, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

Borrower must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Borrower will comply with the Lobbyist Requirements.

Failure on the part of the Borrower or persons/subcontractors acting on behalf of the Borrower to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

23. Compliance With Jury Service Program.

A. Unless Borrower has demonstrated to the Commission satisfaction either that Borrower is not a "Contractor" as defined under the Jury Service Program or that Borrower qualifies for an exception to the Jury Service Program, Borrower shall have and adhere to a written policy that provides that its Employees shall receive from the Borrower, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Borrower or that the Borrower deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of Borrower. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Borrower has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Borrower uses any

subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

C. If the Borrower is not required to comply with the Jury Service Program when the Contract commences, Borrower shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Borrower shall immediately notify Commission if Borrower at any time either comes within the Jury Service Program's definition of "Contractor" or if Borrower no longer qualifies for an exception to the Program. In either event, Borrower shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Borrower demonstrate to the Commission's satisfaction that Borrower either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Borrower continues to qualify for an exception to the Program.

D. Borrower's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Borrower from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

EXHIBIT "K" TO HOME LOAN AGREEMENT

ENVIRONMENTAL SPECIAL CONDITIONS

Title: Las Brisas II
Project No. HEOO85 (HOME FUNDS)

The following special conditions/environmental mitigation measures must be included in the project contract and later implemented as part of the project scope to alleviate adverse environmental impacts. The environmental clearance is conditioned upon the implementation of all special conditions/mitigation measures:

1. Historic, Cultural, and Archaeological Resources. No archaeological resources are known to be on the project site. However, in the event that archaeological resources are unearthed during project construction, all earth disturbing work within the project's archaeological area of potential effect (APE) must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

2. Noise. As required in Mitigated Negative Declaration No. 12/9/04(1), prior to the issuance of building permits, the applicant shall demonstrate to the satisfaction of the Building Official that interior noise levels will be lower than 45 CNEL.

3. Solid Waste Recycling. Because of ongoing concerns about available landfill capacity, the project shall incorporate a program to recover recyclable materials.

4. Water Supply. Because of ongoing concerns about regional water supplies, landscaped areas shall be designed with drought-tolerant species, minimizing to 50% areas dedicated to turf. Irrigation shall be accomplished with drip systems. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice. All structures shall be fitted with water conserving fixtures, including, but not limited to, low flow faucets and toilets.

5. Health Risk Assessment. Due to the presence of arsenic and lead onsite which exceeds US EPA Region Nine's Preliminary Remediation Goals—Residential (PRG-R) thresholds, a health risk assessment shall be conducted to determine if leaving the lead and arsenic in place will have any affect on the residential use of the property. Upon completion, the health risk assessment will be forwarded to the Environmental Officer of the Community Development Commission for review and approval.

6. Methane Gas Assessment. Per the recommendations in the methane gas assessment completed by Mearns Consulting Corporation on June 3, 2005, project design shall include the installation of subslab soil vapor barriers, seals on all electrical conduits, and a passive venting system for all structures to be constructed onsite.

7. Additional Modifications. Minor changes to the mitigation measures required as a condition of funding approval and that do not trigger State CEQA Guidelines Section 15074.1 are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of the County of Los Angeles.

EXHIBIT "L" TO HOME LOAN AGREEMENT

CONSTRUCTION REQUIREMENTS

(HOME FUND - PROJECT NO. HE0085)

The Borrower's receipt of the Loan proceeds for purposes of paying construction and permanent costs in connection with the project is conditioned upon the Borrower's adherence to certain construction requirements imposed by the Commission in connection with the Project, including, without limitation, the requirements set forth in this EXHIBIT "L". The Borrower covenants to comply with each and every construction requirement set forth in this EXHIBIT "L" or as otherwise imposed by any applicable Governmental Restriction, including, without limitation, any regulations or administrative procedures established by the Commission for the disbursement of funds for the construction of affordable housing projects in the County of Los Angeles.

1. Submittals and Review Procedure; Construction Monitoring

(a) For purposes of this EXHIBIT "L":

(i) "Construction Documents" shall mean all documents necessary to construct the Project including but not limited to plans, standard drawings, details, specifications, construction contract, schedules, addenda, reference standards, calculations, reports, cost estimates, value engineering studies, constructability reviews, and related documents; and

(ii) "Empirical Cost Model" shall mean a cost model which the Commission may elect to prepare based on the Construction Documents for the purpose of evaluating the proposed construction budget against the database of construction costs maintained by the Commission.

(b) The Borrower's submittal requirements shall include the following:

(i) In accordance with the Schedule of Performance, Exhibit O, the Borrower shall submit to the Commission within 20 days of the execution of this Agreement a project team staffing plan ("Staffing Plan") for review and approval by the Commission. The Staffing Plan shall contain an organizational chart showing all component functions and reporting relationships, and the related staff for all activities, including a separate narrative describing the roles and responsibilities of all participants. Where the Staffing Plan utilizes organizations other than the Borrower, a company profile must be provided for each. A detailed resume for each individual on the organizational chart must be included.

(ii) In accordance with the Schedule of Performance, Exhibit O, the Borrower shall submit to the Commission within 20 days of the execution of this Agreement a detailed development schedule ("Development Schedule") for review and approval by the Commission. The Borrower shall incorporate any changes or corrections requested by the Commission in a revised schedule to be submitted to the Commission within 10 days after receiving comments from the Commission with respect to the original schedule submitted, as provided above. The Development Schedule shall be developed and submitted in CPM network configuration using MS Project, or approved equivalent. The scope of the Development Schedule will comprise all discrete functions, from Project start to completion,

necessary to deliver the Project per the requirements of the Construction Contract, as defined in Section 1(c) of this EXHIBIT "L". The construction portion of the Development Schedule will be a summary of the more detailed Construction Schedule defined in Section 1(b)(iii) of this EXHIBIT "L".

(iii) The Borrower shall submit to the Commission within 20 days of the approval of the Construction Contract a detailed construction schedule ("Construction Schedule") for review and approval by the Commission. The Borrower shall incorporate any changes or corrections requested by the Commission in a revised schedule to be submitted to the Commission within 10 days after receiving comments from the Commission with respect to the original schedule submitted, as provided above. The Construction Schedule shall be developed and submitted in CPM network configuration using MS Project, or approved equivalent. The Construction Schedule shall follow the recommendations of the latest edition of the Associated General Contractors of America book, *Using CPM in Construction*. The original submittal and required monthly updates shall be submitted on disk and two plotted hard copies (this will include both Gantt chart and CPM network plots).

(iv) In accordance with the Schedule of Performance, Exhibit O, the Borrower shall provide to the Commission a draft completed regulatory "Entitlement Review" package for the Commission review and approval prior to any formal submittal to the controlling land use jurisdiction or other regulatory agency. This package shall be submitted to the Commission not later than 14 days prior to the submittal to the regulatory body.

(v) In accordance with the Schedule of Performance, Exhibit O, the Borrower shall submit to the Commission within 30 days of the execution of this Agreement basic concept drawings ("Basic Concept Drawings") for review and approval by the Commission. The Basic Concept Drawings shall be in form and content as directed from time to time by the Commission.

(vi) In accordance with the Schedule of Performance, Exhibit O, and within 60 days of the Commission's approval of, the Basic Concept Drawings, the Borrower and its design team shall submit to the Commission for review and approval by the Commission certain design development plans and related documents ("Design Development Plans") for the following phases of design: expanded conceptual design; schematic design; design development; construction cost estimates for schematic design and design development, including any value engineering analysis; value engineering review; and constructability analysis review. The Borrower will include ten (10) business days for each review in the Development Schedule and adequate redesign time to respond to the Commission comments as required.

(vii) In accordance with the Schedule of Performance, Exhibit O, and based on the approved Design Development Plans, the Borrower and its design team shall prepare and submit to the Commission for review and approval by THE COMMISSION the (preliminary drawings) 50% construction documents (the "Preliminary Drawings"). The 50% submittal shall include a detailed cost estimate and a list of value engineering considerations representing a saving goal of 10% of the overall Project budget.

(viii) In accordance with the Schedule of Performance, Exhibit O, the (final working drawings) 100% construction documents (the "Final Drawings") submittal shall contain a complete and coordinated package adequate to obtain building permits and build the Project

with a minimum of change orders. If required by the Commission, the Borrower and its design team shall submit evidence of a constructability review from a licensed contractor knowledgeable in the type of construction and project proposed. A final cost estimate shall be submitted reflective of the various value engineering and constructability review efforts to date. If the final construction document package cost estimate exceeds the Empirical Cost Model the Borrower shall be required to demonstrate to the Commission the reason why the cost overrun occurred and may be required to make adjustments to meet the Empirical Cost Model.

(ix) The Construction Documents shall include all related work for the Project, including but not limited to the buildings, grading, landscaping, site improvements, off-site improvements (if included). All Construction Documents (including both the Preliminary Drawings and the Final Drawings) shall be prepared and submitted within the times established in the Development Schedule, subject to extensions as they are authorized herein or as mutually agreed to by the parties. During the preparation of all Construction Documents, the Commission staff and the Borrower shall hold regular meetings to coordinate the preparation of, submission to, and review of Construction Documents by the Commission. the Commission and the Borrower shall communicate and consult informally as frequently as is necessary to insure that the formal submittal of any documents to the Commission can receive prompt and speedy consideration. The Borrower will incorporate CDC CM Division AF101 specifications sections into the Construction Documents, as required by law.

(c) In accordance with the Schedule of Performance, Exhibit O, the Borrower shall submit to the Commission in accordance with the Development Schedule a construction contract ("Construction Contract") for review and approval by the Commission. The Construction Contract shall utilize the appropriate and most recent AIA form of Standard Agreement and General Conditions and shall contain such modifications and additions to such AIA forms as the Commission may require.

(d) The Construction Management Division of the Commission will provide oversight monitoring of the Project. The Borrower shall maintain at the job site adequate records and shall permit site access to the Commission at all reasonable times to accommodate the monitoring activities. The monitoring program may include, but is not limited to, the following: establishment of various reporting requirement formats and frequencies; review of scheduling documents for conformance and performance; review of QA/QC program results; review of Project budgets and cash flows; attendance at job site meetings; review of job correspondence; review of change order requests; review of submittals to architect; site inspections; pay request reviews and approvals; review of job site safety conditions; review of construction documents for compliance with actual construction; review of labor compliance documents and compliance of same; monitoring of any and all Agreement conditions, and other related activities. The Borrower acknowledges that the Commission's review, inspection and monitoring activities as set forth in the subsection (d) shall be solely for the Commission's benefit, and that the Borrower shall not rely in any manner on any statements (oral or written) or actions or omissions by the Commission in connection with its review, inspection and monitoring activities, but that the Borrower shall at all times be wholly responsible for all aspects of the construction of the Project.

(e) The Project is designated as a Davis Bacon/public works type project and as such has certain additional bidding and reporting requirements. The Borrower shall consult with the Construction Management Division of the Commission for detailed requirements. The Borrower

shall include all such requirements in the Construction Documents and conduct the bid phase according to such requirements, including the Prevailing Wage determination or decision in effect at the time of the bid. Prior to going out to bid (advertisement), or award of negotiated bid, the Borrower shall submit to the Commission the bid package for review and approval, which submittal shall be five days (5) prior to any advertising placement or negotiation discussion, as the case may be. Once bids are received, the Borrower shall prepare a bid evaluation and review all submittals with the Commission staff for compliance with all applicable Governmental Restrictions.

2. Loan Disbursement and Requisitions.

(a) Requests for funds available to the Borrower under the terms of this Agreement are to be made on the basis of a need or requirement established by this Agreement. Requests shall be made in a form approved by the Commission and shall include all necessary documentation provided for in the Construction Contract or as otherwise requested by the Commission required to establish the amount and time lines of the payment requested, together with a certificate from the Project architect pursuant to the Construction Contract certifying that all disbursements requested are properly due. In addition, the recipient(s) of the disbursement checks for services rendered or materials provided, shall be required to sign, as applicable, conditional or unconditional waivers and releases, both in statutory form, warranting that no further claims will be made of the Commission for those services or materials. Exception to this requirement is made for checks made to government entities. All disbursements pursuant to this EXHIBIT "L" shall be made through a Commission - approved construction disbursement agency, as set forth below.

(c) Whenever the funding source for any procurement described herein imposes additional or different requirements than those established herein, such additional or different requirements shall be complied with.

3. Insurance and Bonding.

(a) The purpose of this Section is to establish insurance and bonding procedures to protect the Commission's personal and property rights and purchases of supplies, equipment, construction and contractual services.

(b) The insurance and bonding procedures shall be conducted in full compliance with Federal standards as stated in 24 CFR 85.36 and all state and county laws and procedures and other Governmental Restrictions. The insurance coverage will include comprehensive general liability, automobile liability and workers compensation. The bonding coverage will include a bid guarantee, performance and payment bond and completion guaranty for construction or facility improvement contracts or subcontracts exceeding $100,000. *See* (d) below.

(c) The Borrower shall require in the Construction Contract that the contractor ("Contractor") shall procure and maintain at Contractor's expense (and require all subcontractors and sub-subcontractors to procure and maintain at their expense) for the duration of the Construction Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by Contractor, its agents, representatives, employees, subcontractors or sub-sub contractors, and that the Contractor and all subcontractors and sub-subcontractors shall otherwise meet the insurance requirements set forth below:

(i) Comprehensive General Liability: $1,000,000 combined single limit for each occurrence ($2,000,000 General Aggregate) for bodily injury, personal injury and property damage, including products and completed operations coverage.

(ii) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

(iii) Workers Compensation as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

(iv) Contractor shall furnish the Commission with certificates of insurance maintained by it (and all subcontractors and sub-subcontractors) with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

(v) Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after (30) days prior written notice has been given to the Commission.

(vi) Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of our equivalent to A:VIII by A.M. Best Company. Any deviations from this rule shall require specific approval in writing.

(vii) All coverage for subcontractors and sub-subcontractors, as set forth in this Section 3, shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

(viii) Any self-insurance program and self-insured retention must be separately approved by the Commission.

(ix) Failure on the part of the Contractor or any other subcontractor or other person rendering services in connection with the Project to procure and maintain insurance required by this EXHIBIT "L" shall constitute an Event of Default under this Agreement and the Commission may immediately terminate this Agreement and accelerate the payment of all sums due hereunder.

(x) Any questions inquiries or variance relating to insurance must be referred to Risk Management department of the Commission.

(xi) The Community Development Commission and HACOLA, and their officials and employees are to be covered as additional insureds under all policies to be obtained pursuant to this Section 3 of this EXHIBIT "L", including insurance coverage to be obtained as respects liability arising out of activities performed by or on behalf of the Contractor, premises owned, leased or used by or on behalf of the Contractor.

EXHIBIT "M" TO HOME LOAN AGREEMENT

SUBORDINATION AGREEMENT

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

WELLS FARGO BANK,
NATIONAL ASSOCIATION
Real Estate Group (AU #02003)
MAC E2818-181
707 Wilshire Boulevard, 18th Floor
Los Angeles, CA 90017

Attn: Sandra Smith-Martin
Loan No. 102158

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT
(COUNTY HOME DEED OF TRUST AND REGULATORY AGREEMENT TO DEED OF TRUST)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT ("Agreement"), made this ___ day of _____, 2005, by **LAS BRISAS COMMUNITY HOUSING II, L.P.**, a California limited partnership, owner of the real property described on the attached **Exhibit A**, attached hereto and by this reference made a part hereof, ("Owner"), and the **COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES**, a public body, corporate and politic ("Beneficiary"), present owner and holder of the promissory note and deed of trust, executed by Owner in favor of Beneficiary, is made in favor of Wells Fargo Bank, N.A. and any successors and assigns ("Lender").

RECITALS

A. Owner is the fee simple owner of that certain real property described on **Exhibit A** attached hereto (the "Property"). Owner proposes to construct 60 multi-family and senior rental units on the Property ("Improvements").

B. Owner and Beneficiary will execute a HOME Loan Agreement ("HOME Loan Agreement'), dated _____, 2005, a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "HOME Deed of Trust") dated _____, 2005 in favor of Beneficiary, which HOME Deed of Trust was recorded in the official records of the County of Los Angeles (the "Official Records"), to secure a promissory note (the "HOME Note") made by Owner in the amount of up to $2,000,000.00 dated _____, 2005 and a Covenants, Conditions and Restrictions HOME LOAN ("HOME Regulatory Agreement"), dated _____, 2005, which HOME Regulatory Agreement was recorded in the Official Records.

C. The HOME Note, HOME Deed of Trust, the HOME Regulatory Agreement and any and all other documents will be executed in connection with the HOME loan, including without limitation, any restrictions and any collateral assignments, are collectively referred to as the "HOME Loan Documents."

D. Owner has executed a Promissory Note Secured by Deed of Trust in the sum of $_____, dated _____, 2005 ("Note") in favor of Wells Fargo Bank, N.A. and any successors and assigns ("Lender"), payable upon the terms and conditions described therein, evidencing a loan to be made by Lender to Owner, which note is to be secured by a certain Construction and Permanent Deed of Trust with

Assignment of Leases and Rents, Security Agreement and Fixture Filing and Rider of even date therewith encumbering the Property and the Improvements, which was recorded in the Official Records (the "Deed of Trust").

E. The loan evidenced by the Note is hereinafter sometimes referred to as the "Lender Loan." The Note, the Deed of Trust and any and all other documents evidencing the Lender Loan or securing the repayment of the Lender Loan are hereinafter sometimes referred to collectively as the "Lender Loan Documents."

F. As a condition precedent to Lender making the Lender Loan, Lender requires that the Deed of Trust, the repayment of the Lender Loan, and the other Lender Loan Documents shall unconditionally be and remain at all times a lien or charge upon the Property and Improvements, prior and superior to any and all liens in favor of Beneficiary and to the repayment of the HOME Loan.

G. Lender is willing to make the Lender Loan provided the condition precedent described above is satisfied and that Beneficiary will specifically and unconditionally subordinate the HOME Loan Documents and the repayment of the HOME Loan , to the lien or charge of the Lender Loan Documents and the repayment of the Lender Loan.

H. It is to the mutual benefit of the parties hereto that Lender make the Lender Loan to Owner, and Beneficiary and Owner are willing to provide the subordination required by the condition precedent described above.

NOW, THEREFORE, in consideration of mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the Lender Loan, it is hereby declared, understood and agreed as follows:

1. Subject to provisions of Section 5 (g), the Lender Loan Documents, and any and all renewals, modifications or extensions thereof, together with Lender's right to payments under the Lender Loan Documents, shall unconditionally be and remain at all times liens or charges on the Property and Improvements, prior and superior to the liens or charges of the HOME Loan Documents, and all obligations secured thereby and Beneficiary's right to payments under HOME Loan Documents. All advances made by Lender and any modification, extension or renewal agreed to by Lender with respect to the Lender Loan (including any and all advances, interest, expenses, charges and fees which may increase the indebtedness secured by the Lender Loan Documents above the original principal amount of the Note, provided that such increases are advanced or incurred under the express provisions of the Lender Loan Documents), the Lender Loan Documents or any other documents and instruments governing, evidencing or securing the Lender Loan shall be secured by the lien or charge of the Lender Loan Documents, which lien shall at all times be prior and superior to the HOME Loan Documents and Beneficiary's right to payments under the HOME Loan Documents and the liens or charges in favor of Beneficiary.

2. Lender would not make the Lender Loan without this Agreement; and

3. This Agreement shall be the whole and only agreement with regard to the subordination of liens or charges of the HOME Loan Documents and Beneficiary's payment under the HOME Loan Documents to the liens or charges of the Lender Loan Documents, and this Agreement shall supersede and cancel, but only insofar as would affect the priority of the Lender Loan Documents, any prior agreements as to such subordination, including those provisions, if any, contained in the HOME Loan Documents which provide for the subordination of the HOME Loan Documents to a deed or deeds of trust or to a mortgage or mortgages.

4. As of the date hereof, the only interest Beneficiary has in the Property is set forth in the HOME Loan Documents. Beneficiary and its successors and assigns, shall not acquire by subrogation, contract or otherwise any lien upon any other estate, right or interest in the Property which is or may be

prior in right to the Deed of Trust or the other Lender Loan Documents, or any replacement, extension, consolidation, modification or renewal thereto.

5. Beneficiary further declares, agrees and acknowledges for the benefit of Lender, that:

(a) Beneficiary consents to and acknowledges (i) all provisions of the Lender Loan Documents in favor of Lender and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement, if any, of the proceeds of Lender's Loan;

(b) In making disbursements pursuant to the terms of the Lender Loan Documents, Lender is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part.

(c) Beneficiary intentionally and unconditionally waives, relinquishes, and subordinates the lien or charge of the HOME Loan Documents and all rights of Beneficiary to repayment of the HOME Loan in favor of the lien or charge upon the Property and Improvements of the Lender Loan Documents in favor of Lender, the rights of Lender to repayment of the Lender Loan and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made 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 waiver, relinquishment and subordination.

(d) An endorsement has been or will be placed upon the HOME Note that the HOME Loan Documents have by this instrument been subordinated to the claims, liens or charges of the Lender Loan Documents.

(e) In the event of a foreclosure under the Deed of Trust, or transfer of the Property and Improvements by an assignment or deed in lieu of foreclosure, or otherwise to Lender in connection with a default by Owner, or any subsequent transfer, Lender or such transferee may complete construction of the Improvements and sell or rent such Improvements.

(f) Beneficiary shall not enter into any renewal, amendment or modification of any of the HOME Loan Documents that would increase the indebtedness or the interest rate, change the maturity date of the HOME Note or the payment schedule of the HOME Loan without the prior written consent of Lender. Beneficiary understands that any such amendment or modification of the HOME Loan Documents made without the prior written consent of Lender, at the discretion of Lender, shall be a default under the Lender Loan Documents.

(g) Lender shall not enter into any renewal, amendment or modification of any of the Lender Loan Documents that would increase the indebtedness or the interest rate, change the maturity date or payment schedule of the Lender Loan beyond the rights provided in the existing Lender Loan Documents without the prior written consent of Beneficiary. Lender understands that any such amendment or modification of the Lender Loan Documents made without the prior written consent of Beneficiary, at the discretion of Beneficiary, shall be a default under the HOME Loan Documents.

(h) Beneficiary agrees, but only as a separate and independent covenant of Beneficiary and not as a condition to the continued effectiveness of the covenants and agreements of Owner and Lender set forth herein, to provide Lender, at the address indicated in Section 10, copies of any notices of default delivered to Owner in connection with the HOME Loan Documents concurrently with the delivery of notice of default to Owner. Lender shall have the right (but not the obligation) to cure any default by Owner under the HOME Loan Documents, and Beneficiary shall accept performance by Lender as if such performance were tendered by Owner, so long as Lender cures such default within thirty (30) days of the date of such notice. With respect to any right of cure provided herein, performance of a cure by Lender

shall have the same effect as would like performance by Owner. Beneficiary shall not, under any circumstances, incur any liability as a result of Lender not receiving any notice, for any reason, including for reason of Beneficiary's failure to provide such notice; provided, however, if requested by Lender, Beneficiary shall send (or re-send) such notice required herein. The failure of Lender to receive such notice shall in no way extend any cure period set forth in any HOME Loan Documents, or limit, diminish, delay or affect in any way Beneficiary's rights or remedies under the HOME Loan Documents. It shall be the obligation of Lender to provide and update its addresses for notice purposes hereunder and Beneficiary shall have no duty to verify the accuracy or completeness of such information. The rights of Lender to cure provided herein will not affect or delay the right of Beneficiary to initiate the foreclosure process, including, without limitation, the filing of a notice of default or obtain a receiver and such cure period shall run concurrently with any time period provided by statute for foreclosure. In the event that Lender cures such default within the time provided above and pays for all costs to rescind any notice of default or to dismiss the receiver (including, without limitation, Beneficiary's attorney's fees and court costs), the default will be deemed cured and Beneficiary will not accelerate the HOME Loan. Nothing in this subparagraph (a) is intended to modify any covenant, term or condition contained in the HOME Loan Documents, including, without limitation, the covenant against creating or recording any liens or encumbrances against the Property without the prior written approval of Beneficiary.

(i) Lender hereby agrees, but only as a separate and independent covenant of Lender and not as a condition to the continued effectiveness of the covenants and agreements of Owner and Beneficiary set forth herein, to provide Beneficiary, at the address indicated in Section 10, copies of any notices of default delivered to Owner in connection with the Lender Loan Documents concurrently with the delivery of notice of default to Owner. Beneficiary shall have the right (but not the obligation) to cure any default by Owner under the Lender Loan Documents, and Lender shall accept performance by Beneficiary as if such performance were tendered by Owner, so long as Beneficiary cures such default within thirty (30) days of the date of such notice. With respect to any right of cure provided herein, performance of a cure by Beneficiary shall have the same effect as would like performance by Owner. Lender shall not, under any circumstances, incur any liability as a result of Beneficiary not receiving any notice, for any reason, including for reason of Lender's failure to provide such notice; provided, however, if requested by Beneficiary, Lender shall send (or re-send) such notice required herein. The failure of Beneficiary to receive such notice shall in no way extend any cure period set forth in any of the Lender Loan Documents, or limit, diminish, delay or affect in any way Lender's rights or remedies under the Lender Loan Documents. It shall be the obligation of Beneficiary to provide and update its addresses for notice purposes hereunder and Lender shall have no duty to verify the accuracy or completeness of such information. The rights of Beneficiary to cure provided herein will not affect or delay the right of Lender to initiate the foreclosure process, including, without limitation, the filing of a notice of default or obtain a receiver and such cure period shall run concurrently with any time period provided by statute for foreclosure. In the event that Beneficiary cures such default within the time provided above and pays for all costs to rescind any notice of default or to dismiss the receiver (including, without limitation, Lender's attorney's fees and court costs), the default will be deemed cured and Lender will not accelerate the Lender Loan. Nothing in this subparagraph (a) is intended to modify any covenant, term or condition contained in the Lender Loan Documents, including, without limitation, the covenant against creating or recording any liens or encumbrances against the Property without the prior written approval of Lender.

(j) Beneficiary specifically acknowledges that subject to completion of certain improvements on the Property and the satisfaction by Owner of certain other conditions on or before the Conversion Date (as defined in the Lender Loan Agreement), or such later date as mutually extended by California Community Reinvestment Corporation (CCRC), Lender and Owner, CCRC shall purchase the Lender Loan from Lender. Upon such purchase, the Loan will become non-recourse with certain exceptions and will automatically convert from an interest only construction loan into an amortizing term loan, with an interest rate as set forth in the Lender Note. Beneficiary acknowledges that upon the purchase of Lender Note by CCRC, the following Lender Loan Documents shall terminate:

(i) Building Loan Agreement (except for Sections 8(d) and 12.1);

(ii) The Completion Guaranty;

(iii) The Repayment Guaranty;

(iv) Security Agreement (Tax Credits);

(v) UCC-1 (Tax Credits); and

(vi) Security Agreement (Rights to Payment).

Beneficiary acknowledges that if CCRC should become the owner and holder of the Lender Loan and the Lender Note, then this Agreement shall continue to inure to the benefit of CCRC and its successors and assigns, who shall thereafter be deemed the "Lender" hereunder and its notice address will be CCRC, 225 West Broadway, Suite 120, Glendale, California 91204, Attention: Maria Majczinger.

6. Beneficiary represents and warrants for the benefit of Lender: (i) there is no breach or default (or current conditions or events which, with notice or the passage of time or both, would constitute a breach or default under the HOME Loan Documents, (ii) Beneficiary has delivered to Lender true and correct copies of the HOME Loan Documents and such documents have not been amended, modified or supplemented in any way, and (iii) the outstanding principal balance under the HOME Loan is up to $2,000,000.

7. Beneficiary, its successors or assigns or any other legal holder of the HOME Loan Documents, hereby assign and release to Lender:

(a) All of their right, title, interest or claim, if any, in and to the proceeds of all policies of insurance covering the Property or the Improvements for application upon the indebtedness secured by, or other disposition thereof in accordance with the provisions of, the Deed of Trust and the other Lender Loan Documents; and

(b) All of their right, title, interest or claim, if any, in and to all awards or other compensation made for any taking of any part of the Property or the Improvements to be applied upon the indebtedness secured by, or disposed of in accordance with the provisions of, the Deed of Trust and the other Lender Loan Documents.

In the event that, following any such application and disposition of the insurance proceeds, condemnation award or other compensation, resulting in full repayment of all indebtedness secured by the Deed of Trust and the other Lender Loan Documents, any remaining proceeds will be used to pay fully the subordinated debt, including to Beneficiary up to the loan amount identified in the HOME Note, and as to any balance remaining, then such excess shall be made payable to Owner.

8. If Lender shall at any time release to Owner any such insurance proceeds or condemnation award for the purpose of restoration of the Property or the Improvements, such releases shall not be deemed to be an additional advance under the Lender Loan Documents nor shall they otherwise be deemed to be in violation of any restriction upon any amount permitted to be secured by Lender Deed of Trust.

9. Lender may, without affecting the subordination provided herein: (a) retain or obtain a security interest in any property to secure payment of the Note.

10. All notices of any kind which any party hereto may be required or may desire to serve on the other shall be deemed served upon personal delivery, or, if mailed, upon the first to occur of receipt or the expiration of 72 hours after deposit in United States Postal Service, certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Beneficiary: COMMUNITY DEVELOPMENT COMMISSION OF THE
COUNTY OF LOS ANGELES
2 Coral Circle
Monterey Park, CA 91755-7425

Attn: Executive Director
Fax No.: (323) 890-8584

With a copy to: COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES
2 Coral Circle
Monterey Park, CA 91755-7425
Attn: Director of Housing Development and Preservation
Fax No.: (323) 890-8576

If to WFB: WELLS FARGO BANK, N.A.
REG—Community Lending
MAC E2818-181
707 Wilshire Boulevard, 18th Floor
Los Angeles, CA 90017
Attn: Sandra Smith-Martin
Reference Loan No. 102158
(AU# 02003)

If to Owner: LAS BRISAS COMMUNITY HOUSING II, L.P.
c/o Los Angeles Community Design Center
701 E. Third Street, Suite 400
Los Angeles, CA 90013
Attn: Robin Hughes, Executive Director

11. In the event of any judicial or nonjudicial sale of the Property or any of the collateral securing the Loan, or any portion thereof, pursuant to the Lender Loan Documents, or of any liquidation or dissolution of Owner, or of any execution sale, receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization, or similar proceeding relating to Owner or any portion of its property, all amounts due under the Lender Loan Documents shall first be paid in full before any payment is made upon or in respect of the obligations under the HOME Loan Documents. If Beneficiary has not made and presented appropriate proofs of claim in connection with any reorganization, liquidation, dissolution, bankruptcy or similar proceeding with respect to Owner within thirty (30) days following demand by Lender, then Lender shall hereby be authorized and empowered (but with no obligation) to make and present such proofs of claim against Owner on account of the HOME Loan Documents as Lender may deem advisable. In any such event, any payment or distribution of any kind, whether in cash, property or securities, shall be paid over to Lender for application in payment of the obligations created under, or evidenced by, the Lender Loan Documents, in such order as Lender shall determine in its reasonable discretion, until all such obligations have been paid in full.

12. Any payment of, or on account of, any obligation under the HOME Loan Documents that shall be received by Beneficiary or any other party on behalf of Beneficiary at a time when such payment is not permitted to be made or retained under the terms of this Agreement, but is permitted to be paid to Lender under this Agreement, shall not constitute property of Beneficiary or such recipient shall be received and held in trust by such recipient for the benefit of Lender and promptly paid over to Lender; provided, however, that such payment may be commingled with other assets of Beneficiary until paid over to Lender.

13. Beneficiary hereby acknowledges and agrees that its agreement with Owner, and any terms and conditions thereof, whether express or implied, are solely between it and Owner and are of no concern to Lender. Lender is and will be, throughout the terms of its loan and modification, extension or renewal thereof, under no duty or obligation to assure compliance with the terms and conditions of any agreement between Owner and Beneficiary; nor will Lender be under any obligation or duty to take any action because of any knowledge it has or may have regarding any breach by Owner. The undersigned further agrees, notwithstanding anything to the contrary in the law, equity or its agreement with Owner, that the subordination of its interest is not subject to compliance, substantial or otherwise, with any

provision of such agreement with Owner, whether express or implied. Beneficiary acknowledges that Lender considers this acknowledgment and agreement to be a material condition for making its loan with Owner.

14. Lender hereby acknowledges and agrees that its agreement with Owner, and any terms and conditions thereof, whether express or implied, are solely between it and Owner and are of no concern to Beneficiary. Beneficiary is and will be, throughout the terms of its loan and modification, extension or renewal thereof, under no duty or obligation to assure compliance with the terms and conditions of any agreement between Owner and Lender; nor will Beneficiary be under any obligation or duty to take any action because of any knowledge it has or may have regarding any breach by Owner. Lender acknowledges that Beneficiary considers this acknowledgment and agreement to be a material condition for making its loan with Owner.

15. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

16. This Agreement shall be governed and construed in accordance with the law of the State of California.

17. The individual or individuals executing this Agreement on behalf of each party represents and warrants that (i) it has been duly and validly authorized to do so on behalf of such party with the full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder, (ii) this Agreement is a valid, binding and enforceable obligation of such party, and (iii) no consent of a third party is required to enter into this Agreement.

18. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion had never been part of this Agreement.

19. Except as expressly provided above, Beneficiary shall retain all rights and remedies under the HOME Loan Documents. Nothing herein shall be interpreted as precluding Beneficiary from enforcing such rights, so long as Beneficiary recognizes the rights of Lender expressly provided hereunder.

20. This Agreement is one of the Lender Loan Documents as that term is defined in Lender's loan agreement.

21. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.

Exhibit A is attached hereto and incorporated herein by this reference.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENTS OF THE LAND.

OWNER:

LAS BRISAS COMMUNITY HOUSING II, L.P., a California limited partnership

By: LOS ANGELES COMMUNITY DESIGN CENTER, a California nonprofit public benefit corporation

By: _____
Robin Hughes, Executive Director

BENEFICIARY:

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, a public body, corporate and politic

By: _____

Carlos Jackson, Executive Director

Approved As To Form:

RAYMOND G. FORTNER, JR., County Counsel

By: _____
Deputy

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2005, before me, _____,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

Personally appeared _____,
Name of Signer(s)

☐ personally known to me – **OR** – ☐ 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.

WITNESS my hand and official seal.

_____
Signature of Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2005, before me, _____,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

Personally appeared _____,
Name of Signer(s)

☐ personally known to me – **OR** – ☐ 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.

WITNESS my hand and official seal.

_____
Signature of Notary Public

DESCRIPTION OF PROPERTY

Exhibit A to SUBORDINATION AGREEMENT executed by **LAS BRISAS COMMUNITY HOUSING II, L.P.**, a California limited partnership ("Owner"), and the **COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES**, a public body, corporate and politic ("Beneficiary"), in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION** and any successors or assigns, as "Lender," dated as of _____, 2005.

All the certain real property located in the City of Signal Hill, County of Los Angeles, State of California, described as follows:

PARCEL 1:

LOT 1 OF TRACT NO. 27732, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 698 PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEEDS RECORDED IN BOOK 49206 PAGE 345 IN BOOK 50785 PAGE 203 AND IN BOOK 56384 PAGE 255 ALL OF OFFICIAL RECORDS.

PARCEL 2:

LOT 2 OF TRACT NO. 27732, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 698 PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEEDS RECORDED IN BOOK 49206 PAGE 345 IN BOOK 50785 PAGE 203 AND IN BOOK 56384 PAGE 255 ALL OF OFFICIAL RECORDS.

PARCEL 3:

LOT 3 OF TRACT NO. 27732, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 698 PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEEDS RECORDED IN BOOK 49206 PAGE 345 IN BOOK 50785 PAGE 203 AND IN BOOK 56384 PAGE 255 ALL OF OFFICIAL RECORDS.

PARCEL 4:

LOT 4 OF TRACT NO. 27732, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 698 PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON

SUBSTANCES LYING BELOW THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEEDS RECORDED IN BOOK 49206 PAGE 345 IN BOOK 50785 PAGE 203 AND IN BOOK 56384 PAGE 255 ALL OF OFFICIAL RECORDS.

PARCEL 5:

LOT 6 OF TRACT NO. 27732, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 698 PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEEDS RECORDED IN BOOK 49206 PAGE 345 IN BOOK 50785 PAGE 203 AND IN BOOK 56384 PAGE 255 ALL OF OFFICIAL RECORDS.

PARCEL 6:

LOT 7 OF TRACT NO. 27732, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 698 PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEEDS RECORDED IN BOOK 49206 PAGE 345 IN BOOK 50785 PAGE 203 AND IN BOOK 56384 PAGE 255 ALL OF OFFICIAL RECORDS.

PARCEL 7:

LOT 8 OF TRACT NO. 27732, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 698 PAGE (S) 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEED RECORDED IN BOOK 49206 PAGE 345, IN BOOK 50785 PAGE 203 AND IN BOOK 56384 PAGE 255 OF OFFICIAL RECORDS.

PARCEL 8:

LOT 9 OF TRACT NO. 27732, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 698 PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEEDS RECORDED IN BOOK 49206 PAGE 345 IN BOOK 50785 PAGE 203 AND IN BOOK 56384 PAGE 255 ALL OF OFFICIAL RECORDS.

PARCEL 9:

LOT 10 OF TRACT NO. 27732, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 698 PAGE 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN THE DEEDS RECORDED IN BOOK 49206 PAGE 345 IN BOOK 50785 PAGE 203 AND IN BOOK 56384 PAGE 255 ALL OF OFFICIAL RECORDS.

PARCEL 10:

THE SOUTH 30 FEET OF THE WEST 94 FEET OF LOT 77 AND THE NORTH 70 FEET OF THE WEST 94 FEET OF LOT 86 OF AMERICAN COLONY TRACT, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGES 89 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM AN UNDIVIDED 1/6TH INTEREST IN AND TO ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES SAVED AND PRODUCED OR LOCATED IN OR REMOVED FROM SAID LAND AS GRANTED TO CHARLES Z. WALKER, HUSBAND AND GENIEVE S. WALKER, BY DEED RECORDED MAY 29, 1942 IN BOOK 19365 PAGE 140 OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM AN UNDIVIDED 1/6TH INTEREST IN AND TO ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES SAVED AND PRODUCED FROM OR LOCATED IN OR REMOVED FROM SAID LAND AS GRANTED TO CARL E. CAMERON, A MARRIED MAN, BY DEED RECORDED JUNE 1, 1942 IN BOOK 19626 PAGE 323 OFFICIAL RECORDS.

PARCEL 11:

LOT 5 OF TRACT NO. 27732, IN THE CITY OF SIGNAL HILL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 698 PAGE (S) 1 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL MINERALS, GAS, OILS, PETROLEUM, NAPHTHA, HYDROCARBON SUBSTANCES AND OTHER MINERALS IN OR UNDER SAID LAND, LYING BELOW THE SURFACE OF SAID LAND, AS EXCEPTED AND RESERVED IN DEED RECORDED IN BOOK 49265 PAGE 345, IN BOOK 50785 PAGE 203 AND IN BOOK 36384 PAGE 255, ALL OF OFFICIAL RECORDS.

EXHIBIT "N" TO HOME LOAN AGREEMENT

[Intentionally Omitted]

EXHIBIT "O" TO HOME LOAN AGREEMENT

SCHEDULE OF PERFORMANCE

SCHEDULE OF PERFORMANCE

ACTION	DATE
1. **Execution and Delivery of Agreement by Developer**. The Developer shall execute and deliver this Agreement to the Commission.	Not later than 5 days after receipt of this Agreement by Developer for execution.
2. **Execution of Agreement by Commission**. The Board of Commissioners must authorize execution of this Agreement by the Commission and, if so authorized, the Commission shall execute and deliver this Agreement to the Developer.	Following approval by the Board of Commissioners.
3. **Submittal of Basic Concept Drawings**. The Developer shall submit to the Commission Basic Concept Drawings containing the overall plan of development of the site.	Not later than 10 days of execution of Agreement.
4. **Approval of Basic Concept Drawings**. The commission shall approve or disapprove Basic Concept Drawings.	Within 14 days after submittal.
5. **Staffing Plan**. Developer shall submit project team staff plan for review and approval by the Commission.	Developer submittal within 20 days of execution of this Agreement. Commission will review and respond within 15 days of receipt.
6. **Development Schedule**. Developer shall submit a detailed development schedule for review & approval by the Commission	Developer submittal within 20 days of execution of this Agreement. Commission will review and respond within 15 days of receipt.
7. **Zoning & Entitlements for the Site**. The Developer, based on documents and maps prepared by the Developer, shall use its best efforts to cause the zoning and entitlements for this Site to be such as to permit the development and construction of the Developer Improvements in accordance with this Agreement.	Within 20 days of execution of this Agreement Developer shall submit preliminary Subdivision design. Commission will review and respond within 15 days of receipt. The Developer shall cause zoning & entitlements for the Site to be such as to permit the development and construction of the Developer Improvements within 180 days after execution of this Agreement. A draft

ACTION	DATE
	completed "Entitlement Review" package shall be submitted to the Commission for review and approval no later than 14 days prior to submittal to the regulatory body.
8. **Design Development Plans**. The Developer shall prepare and submit to the Commission for review and approval Design Development Plans and related documents for the following phases: expanded conceptual design; schematic design; design development; construction cost estimates for schematic design and design development, including any value engineering analysis; value engineering review; and constructability analysis review.	Developer submittal within 20 days of execution of this Agreement. Commission will review and respond within 5 days of receipt. The Developer shall include 5 days for each review in the Development Schedule and adequate redesign time to respond to Commission comments.
9. **Approval Design Development Plans**. The Commission shall approve or disapprove the Developer's Design Development Plans for the Developer Improvements.	Within 45 days after execution of this Agreement.
10. **Submission of Preliminary Drawings**. Developer shall submit to the Commission for review and approval 50% construction documents, including a detailed cost estimate and a list of value engineering considerations representing a saving goal of 10% of the overall Project budget.	Within 45 days after approval of Design Development Plans.
11. **Submission of Construction Loan Commitment**. The Developer shall deliver to the Commission an irrevocable written commitment from a Qualified Financial Institution agreeing to make a construction loan in an amount sufficient to fund the construction of the Developer Improvements together with Developer equity and other sources of funding.	Within 60 days of the execution of this Agreement.

ACTION	DATE
12. **Approval of Construction Financing**. The Commission shall approve or disapprove the Developer's Construction Financing Commitment.	Within 5 days after receipt thereof by the Commission.
13. **Submission – Certificate of Insurance**. The Developer shall furnish to the Commission appropriate certificates of insurance policies.	Prior to 5 days before the close of escrow; provided that certificates of insurance coverage shall be provided prior to Developer's entry to the Site pursuant to this Agreement.
14. **Final Drawings** – The Developer shall submit to the Commission for review and approval the 100% construction documents adequate to obtain building permits and include evidence of a constructability review from a licensed contractor.	Within 90 days of the Tentative Subdivision map approval. The Commission shall review and approve/disapprove within 20 days of submittal.
15. **Submission of Construction Contract for Developer Improvements**. The Developer shall deliver to the Commission a construction contract(s) for the construction of all Developer Improvements specified in this Agreement. Each contract shall comply with all requirements established by this Agreement. Where the Developer is the General Contractor, delivery shall be made of the contracts with subcontractors.	Within 18 months of the execution of this Agreement.
16. **Approval of Construction Contract for Developer Improvements**. The Commission shall approve or disapprove the Construction Contract(s).	Within 5 days after receipt thereof by the Commission.
17. **Submittal of Construction Schedule**. The Developer shall submit to the Commission a detailed Construction Schedule for review and approval.	Within 20 days of approval of Construction Contract.

ACTION	DATE
18. **Approval of Construction Schedule**. The Commission shall approve or disapprove the Construction Schedule.	Within 14 days of submittal.
19. **Governmental permits**. The Developer shall obtain any and all permits required by the County of Los Angeles or any other governmental agency.	Prior to the date set forth herein for the commencement of the Developer Improvements.
20. **Commencement of Construction of Developer's Improvements**. Developer shall commence construction of Developer Improvements. A construction schedule shall be provided to the Commission when construction begins and shall be updated monthly. The schedule shall include improvements to be constructed pursuant to the Off-site Infrastructure contract, if appropriate.	Commencement of construction shall not be later than 18 months after the date of execution of this Agreement.
21. **Completion of Construction of Developer Improvements**. Developer shall complete construction of the Developer Improvements an improvements pursuant to the Off-site Infrastructure contract, if appropriate.	Within 18 months after commencement thereof by the Developer, or as extended through approved change orders.
22. **Submission of marketing Plan for sale of units**. The Developer shall deliver to the Commission a Marketing Plan for the sale of the twenty-two Reserved Units as specified in this Agreement.	Within 12 months of execution of this Agreement.
23. **Permanent Lender Commitment**. The Developer shall provide the Commission with written commitment(s) by Permanent Lender(s).	Within 9 months after commencement of Developer Improvements thereof by the Developer.
24. **Certificates of Occupancy**. The Developer shall cause the issuance of	Within 12 months after Commencement of Developer Improvements thereof by the

ACTION	DATE
Certificates of Occupancy for each completed unit.	Developer.
25. **Issuance of Certificate of Completion**. The Commission shall furnish the Developer with a Certificate of Completion.	Promptly after completion of all construction required to be completed by the Developer on the Site and upon written request therefore by the Developer and Certificates of Occupancy are issued for all units.
26. **Relocation**. The Developer shall be responsible for assuring compliance with all relocation requirements.	Before the completion of construction all relocation matters shall be resolved. An amount equal to seven hundred thousand ($700,000) will be withheld until the Developer has fully complied with all relocation requirements.

EXHIBIT "P" TO HOME LOAN AGREEMENT

FEDERAL WAGE DECISION

Community Development Commission
County of Los Angeles
Construction Management Division
Labor Compliance Unit

Project Name:
LAS BRISAS II

Project #: HE0085

GENERAL DECISION: **CA20030028** 09/09/2005 CA28

Date: September 9, 2005
General Decision Number: **CA20030028** 09/09/2005

Superseded General Decision Number: CA020028

State: California

Construction Type: Residential

Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties in California.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	02/13/2004
2	03/19/2004
3	04/02/2004
4	05/21/2004
5	07/16/2004
6	08/27/2004
7	10/08/2004
8	01/14/2005
9	01/28/2005
10	02/11/2005
11	04/08/2005
12	04/15/2005
13	04/22/2005
14	04/29/2005
15	06/17/2005
16	07/22/2005
17	08/05/2005
18	08/19/2005
19	09/09/2005

ASBE0005-002 08/01/2004

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 34.06	9.84

ASBE0005-004 01/01/2004

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all		

insulation materials from
mechanical systems, whether
they contain asbestos or not)..$ 15.75 2.55

BRCA0004-001 05/01/2005

	Rates	Fringes
Bricklayer; Marble Setter		
Los Angeles County	$ 31.55	9.35
Orange County	$ 30.46	8.40
Riverside & San Bernardino Counties	$ 30.17	8.45
Ventura County	$ 29.24	8.85

8.85

BRCA0004-004 05/01/2005

IMPERIAL

	Rates	Fringes
Bricklayer; Marble Setter	$ 33.00	8.20

BRCA0004-009 05/01/2005

SAN LUIS OBISPO AND SANTA BARBARA COUNATIES

	Rates	Fringes
Bricklayer; Marble Setter	$ 31.10	7.65

BRCA0018-001 09/01/2004

LOS ANGELES, ORANGE, RIVERSIDE, SANTA BARBARA, SAN LUIS OBISPO, SAN BERNARDINO & VENTURA COUNTIES

	Rates	Fringes
Marble Finisher		
Los Angeles, Orange, Riverside, Santa Barbara, San Luis Obispo & San Bernardino	$ 20.70	5.81
Tile Finisher		
Los Angeles, Orange, Riverside, Santa Barbara, San Luis Obispo & San Bernardino	$ 17.25	5.16
Tile Layer		
Los Angeles, Orange, Riverside, San Bernardino & Ventura	$ 27.50	9.37

BRCA0018-002 08/01/2005

SAN LUIS OBISPO AND SANTA BARBARA

	Rates	Fringes
Tile Layer	$ 26.93	7.50

BRCA0018-003 09/01/2004

IMPERIAL

	Rates	Fringes
Marble Finisher	$ 20.70	5.81
Tile Finisher	$ 17.25	5.16
Tile Layer	$ 27.50	9.37

BRCA0018-010 09/01/2004

	Rates	Fringes
Terrazzo Finisher	$ 21.89	7.76
Terrazzo Worker	$ 29.13	7.76

CARP0409-003 07/01/2003

	Rates	Fringes
Drywall		
(1) Work on Wood-Framed Single Family Homes, and Wood-Framed Apartment Buildings up to and including 4 Stories		
Installer	$ 19.00	6.33
Stocker/Scrapper	$ 10.00	5.27
(2) All other Work	$ 29.80	7.38
Installer	$ 29.80	7.38
Stocker/Scrapper	$ 10.00	5.27

CARP0409-004 07/01/2002

Work on wood frame single family homes and apartments up to and including 4 stories:

	Rates	Fringes
Carpenter		
Cabinet installer	$ 18.09	5.34
Fence builder	$ 18.15	5.34
Framer & finish carpenter	$ 18.79	5.34
Insulation installer	$ 16.45	5.34
Roof loader of shingles	$ 11.49	5.34
Shingler	$ 16.42	5.34
Subterranean garage concrete construction and carpenter's performing on grade slab concrete construction	$ 20.17	5.34

CARP0409-009 07/01/2003

	Rates	Fringes
Modular Furniture Installer		
Full Wall Technician	$ 20.47	5.80
Mobile Filing System Installer	$ 13.76	5.80
Modular Installer	$ 14.36	5.80

ELEC0011-003 11/22/2004

LOS ANGELES

	Rates	Fringes
Electrician (does not include fire alarm, hold-up alarm, burglar alarm and surveillance systems)	$ 19.40	3%+5.54

ELEC0011-009 12/01/2004

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer	$ 23.08	3%+7.15
Technician	$ 24.88	3%+7.15

SCOPE OF WORK:
Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0413-002 11/01/2004

SANTA BARBARA COUNTY

	Rates	Fringes
Electricians	$ 16.00	3%+0.50

WORK AT VANDENBERG AFB: $3.75 additional per hour.

ELEC0440-002 12/01/2001

RIVERSIDE

	Rates	Fringes
Electrician	$ 17.00	3%+5.66

ELEC0441-002 06/23/2002

ORANGE

	Rates	Fringes
Electrician	$ 20.00	3%+3.90

ELEC0477-003 05/31/2004

SAN BERNARDINO

	Rates	Fringes
Electrician		
All single family dwellings and multi-family dwellings not exceeding eight units and/or two stories	$ 19.00	3%+6.45
All other work	$ 29.15	3%+13.00

CABLE SPLICER: $1.00 above Electrician

ELEC0569-003 10/01/2004

IMPERIAL

	Rates	Fringes
Electrician		
1 to 3 Stories	$ 17.50	3%+4.53
4 Stories		
Electrical subcontracts of $500,000 or less	$ 29.00	3%+10.35
Electrical subcontracts over $500,000	$ 32.00	3%+10.35

ELEC0639-002 02/01/2005

SAN LUIS OBISPO

	Rates	Fringes
Electrician	$ 16.00	3%+4.25

FOOTNOTES: Work from trusses, swinging scaffolds, open ladders, scaffolds, bosun chairs, stacks or towers, where subject to a direct fall from the ground floor or support structure from a distance of fifty (50) feet to ninety (90) feet: to be paid time and one-half.

Work from trusses, swinging scaffolds, open ladders, scaffolds, bosun chairs, stacks or towers, where subject to a direct fall from the ground floor or support structure from a distance over ninety (90) feet: to be paid double the regular straight time rate of pay.

ELEC0952-002 09/27/2004

VENTURA

	Rates	Fringes
Cable splicer		
All work within 32 road miles or less from the nearest base point	$ 35.97	3%+9.99

Electrician
All work within 32 road
miles or less from the
nearest base point.....$ 32.70 3%+9.99

BASE POINTS: the main Post Office in the cities of Camarillo, Oak View, Oxnard, Santa Paula and Ventura.

All work more than 32 road miles from the nearest base point: Add $5.00 to the basic hourly rate.

ELEV0008-004 01/01/2005

SAN LUIS OBISPO

	Rates	Fringes
Elevator Mechanic	$ 47.26	12.015

FOOTNOTE: Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ELEV0018-004 01/01/2005

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA

	Rates	Fringes
Elevator Mechanic	$ 38.22	12.015

FOOTNOTE: Employer contributes 8% basic hourly rate for over 5 years service and 6% basic hourly rate for 6 months to 5 years service as Vacation Pay Credit. Seven Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Day.

ENGI0012-001 07/01/2005

	Rates	Fringes
Power equipment operator - cranes, piledriving, hoisting		
GROUP 1	$ 31.45	14.95
GROUP 2	$ 32.23	14.95
GROUP 3	$ 32.52	14.95
GROUP 4	$ 32.66	14.95
GROUP 5	$ 32.88	14.95
GROUP 6	$ 32.99	14.95
GROUP 7	$ 33.11	14.95
GROUP 8	$ 33.28	14.95
GROUP 9	$ 33.45	14.95
GROUP 10	$ 34.45	14.95
GROUP 11	$ 35.45	14.95
GROUP 12	$ 36.45	14.95
GROUP 13	$ 37.45	14.95
Power Equipment Operator		
GROUP 1	$ 30.10	14.95
GROUP 2	$ 30.88	14.95
GROUP 3	$ 31.17	14.95
GROUP 4	$ 32.16	14.95

GROUP 5	$ 33.76	14.95
GROUP 6	$ 32.88	14.95
GROUP 7	$ 33.98	14.95
GROUP 8	$ 32.99	14.95
GROUP 9	$ 34.09	14.95
GROUP 10	$ 33.11	14.95
GROUP 11	$ 34.21	14.95
GROUP 12	$ 33.28	14.95
GROUP 13	$ 33.38	14.95
GROUP 14	$ 33.41	14.95
GROUP 15	$ 33.49	14.95
GROUP 16	$ 33.61	14.95
GROUP 17	$ 33.78	14.95
GROUP 18	$ 33.88	14.95
GROUP 19	$ 33.99	14.95
GROUP 20	$ 34.11	14.95
GROUP 21	$ 34.28	14.95
GROUP 22	$ 34.38	14.95
GROUP 23	$ 34.49	14.95
GROUP 24	$ 34.61	14.95
GROUP 25	$ 34.78	14.95

FOOTNOTES: Work at Point Arguello and Vandenburg Air Force Base: $3.75 per hour additional. Workers required to suit up and work in a hazardous materialenvironment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine oeprator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (side steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Horizontal Directional Drilling Machine; Hydra-hammer-aero stomper; Micro Tunneling (above ground

tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator (including water wells); Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any

and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating

a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and

up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator,

stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

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* IRON0002-001 07/01/2005

	Rates	Fringes
Ironworker		
Fence Erector	$ 31.16	15.285
Ornamental, Reinforcing and Structural	$ 32.06	15.285

PREMIUM PAY:

$3.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$2.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$1.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-002 07/01/2004

	Rates	Fringes
Brick Tender	$ 21.60	11.72

LABO0300-004 07/01/2005

Residential, 4 Stories

	Rates	Fringes
Laborer		
GROUP 1	$ 21.24	12.89
GROUP 2	$ 21.79	12.89
GROUP 3	$ 22.34	12.89
GROUP 4	$ 23.89	12.89
GROUP 5	$ 24.25	12.89

12.89LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual);Railroad maintenance, repair track person and road beds;Streetcar and railroad construction track laborers; Rigging andsignaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing);

Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in theditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic,conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting,Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

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LABO0300-006 08/04/2004

	Rates	Fringes
Laborer		
Plaster Clean-Up Laborer		
Four Stories	$ 20.74	12.11
Three Stories or less	$ 18.74	12.11
Plaster Tender		
Four Stories	$ 23.29	12.11
Three Stories or less	$ 21.29	12.11

Work at Military Bases - $3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, George AFB, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

LABO0300-007 07/01/2004

Residential, 3 Stories and under

	Rates	Fringes
Laborers		
(1) Cleanup, Fencing (Chain Link or Wood), Landscaping	$ 19.07	8.67
(2) All Other Work	$ 20.07	8.67

LABO0882-003 01/01/2005

	Rates	Fringes
Asbestos Removal Laborer	$ 22.50	10.10

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos containing material and toxic waste (including lead abatement and any other toxic material), encapsulation, enclosure and disposal of asbestos containing materials and toxic waste(including lead abatement and any other toxic materials) by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 07/01/2005

	Rates	Fringes
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 22.67	11.19
GROUP 2	$ 23.97	11.19
GROUP 3	$ 25.98	11.19
GROUP 4	$ 27.72	11.19

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently

affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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PAIN0036-005 07/01/2005

	Rates	Fringes
Painter (including lead abatement)		
Imperial, Los Angeles, Orange, Riverside & San Bernardino	$ 20.05	5.10
San Luis Obispo, Santa Barbara & Ventura	$ 18.85	5.10

PAIN0036-011 10/01/2004

	Rates	Fringes
Drywall Finisher		
IMPERIAL COUNTY; LOS ANGELES COUNTY (excluding Antelope Valley north of the following boundary: Kern County line to Hwy. #5, south on Hwy. #5 to Hwy. N2, east on Hwy. N2 to Palmdale Blvd., to Hwy. #14, south to Hwy. #18, east to Hwy. #395); ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES		
RESIDENTIAL CONSTRUCTION:		
Applies to work performed on wood frame apartments, single family homes and multi-duplexes up to and including four stories	$ 18.00	5.51
All other residential work	$ 27.58	9.73
LOS ANGELES COUNTY (Remainder of County)		
RESIDENTIAL CONSTRUCTION:		
Applies to work performed on wood frame apartments, single family homes and multi-duplexes up to and including four stories	$ 18.00	5.51
All other residential construction	$ 24.24	9.73

PAIN0036-014 09/07/2004

IMPERIAL

	Rates	Fringes
Glazier	$ 28.00	10.75

PAIN0036-018 06/01/2005

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA

	Rates	Fringes
Glazier	$ 31.20	10.84

FOOTNOTE: Additional $1.25 per hour for work in a condo, from the third (3rd) floor and up. Additional $1.25 per hour for work on the outside of the building from a swing state or any suspended contrivance, from the ground up.

PAIN0036-020 02/01/2005

IMPERIAL

	Rates	Fringes
Soft Floor Layer	$ 20.82	7.90

* PAIN0169-007 07/01/2005

SAN LUIS OBISPO

	Rates	Fringes
Glazier	$ 26.69	11.84

PAIN1247-003 01/01/2005

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
Soft Floor Layer	$ 28.08	7.15

PLAS0200-002 01/01/2005

IMPERIAL, SAN LUIS OBISPO, AND SANTA BARBARA

	Rates	Fringes
Plasterer		
1 - 3 stories	$ 25.29	7.46
4-stories	$ 28.29	7.46

PLAS0500-003 07/01/2005

	Rates	Fringes
Cement Mason	$ 25.00	15.33

PLUM0016-011 07/01/2005

	Rates	Fringes

	Rates	Fringes
Plumber/Pipefitter		
Residential	$ 25.32	9.88

PLUM0250-001 03/01/2005

LOS ANGELES AND ORANGE

	Rates	Fringes
Refrigeration Mechanic		
Refrigeration Fitter	$ 33.30	12.70

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* ROOF0036-001 09/01/2004

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply)	$ 23.10	5.47

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour "pitch premium" pay.

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* ROOF0045-003 08/01/2005

IMPERIAL

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply)	$ 21.95	5.38

SFCA0669-005 01/01/2005

AREA 1: IMPERIAL COUNTY; LOS ANGELES COUNTY (does not include the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (does not include Catalina Island; San Clemente Island; City of Santa Ana; and remainder of Orange County within 25 miles of the city limits of Los Angeles); RIVERSIDE COUNTY; AND SAN BERNARDINO COUNTY (does not include the northern part of City of Chino, or the cities of Montclair and Ontario)

AREA 2: SAN LUIS OBISPO AND SANTA BARBARA COUNTIES; AND VENTURA COUNTY (does not include Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles)

	Rates	Fringes
Sprinkler Fitter		
Area 1	$ 20.06	1.79
Area 2	$ 20.51	1.79

SFCA0709-002 01/01/2005

LOS ANGELES COUNTY (the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city

limits of Los Angeles); ORANGE COUNTY (San Clemente Island, the city of Santa Ana, and that part of Orange County within 25 miles of the city limits of Los Angeles); SAN BERNARDINO COUNTY (the northern part of the city of Chino, and the cities of Montclair and Ontario); VENTURA COUNTY (Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles)

	Rates	Fringes
Sprinkler Fitter		
(1) Work on single family homes, including new or existing mobile homes, duplex, triplex residences, garden type apartments not exceeding four (4) stories in height, including service, utility, storage, garage and support units built in conjunction with residential units	$ 22.05	8.55
(2) All Other Work	$ 31.68	15.15

SHEE0105-001 08/01/2005

AREA 1: LOS ANGELES COUNTY (South of a straight line drawn between gorman and Big Pines, excluding the area South of Imperial Highway East of the Los Angeles River, excluding the cities of Long Beach, Claremont, and Pomona, excluding Catalina Island)

AREA 2: LOS ANGELES (Remainder), ORANGE, RIVERSIDE & SAN BERNARDINO COUNTIES

Work on general sheet metal and heating and air conditioning on single family dwellings, multiple family dwellings, track homes and apartment buildings individually conditioned by separate and independent units or systems

	Rates	Fringes
Sheet metal worker		
AREA 1	$ 19.58	5.13
AREA 2	$ 26.09	12.83

SHEE0206-003 07/01/2005

IMPERIAL

	Rates	Fringes
Sheet metal worker		
(1) Technician	$ 20.66	4.53
(2) All other work	$ 27.93	13.58

SHEET METAL TECHNICIAN - SCOPE:
a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a

separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under $1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

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SHEE0273-001 08/01/2005

SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
Sheet metal worker	$ 31.04	13.40

TEAM0011-001 07/01/2003

	Rates	Fringes
Truck drivers:		
AREA 1:		
GROUP 1	$ 25.34	12.84
GROUP 2	$ 25.49	12.84
GROUP 3	$ 25.62	12.84
GROUP 4	$ 25.81	12.84
GROUP 5	$ 25.75	12.84
GROUP 6	$ 25.87	12.84
GROUP 7	$ 26.12	12.84
GROUP 8	$ 26.37	12.84
GROUP 9	$ 26.57	12.84
GROUP 10	$ 26.87	12.84
GROUP 11	$ 27.37	12.84
AREA 2:		
GROUP 1	$ 22.34	12.84
GROUP 2	$ 22.49	12.84
GROUP 3	$ 22.62	12.84
GROUP 4	$ 22.81	12.84
GROUP 5	$ 22.75	12.84
GROUP 6	$ 22.87	12.84
GROUP 7	$ 23.12	12.84
GROUP 8	$ 23.37	12.84
GROUP 9	$ 23.57	12.84
GROUP 10	$ 23.87	12.84
GROUP 11	$ 24.37	12.84
GROUP 1	$ 22.34	12.84
GROUP 2	$ 22.49	12.84
GROUP 3	$ 22.62	12.84
GROUP 4	$ 22.81	12.84
GROUP 5	$ 22.75	12.84
GROUP 6	$ 22.87	12.84
GROUP 7	$ 23.12	12.84
GROUP 8	$ 23.37	12.84
GROUP 9	$ 23.57	12.84
GROUP 10	$ 23.87	12.84
GROUP 11	$ 24.37	12.84

WORK ON ALL MILITARY BASES: $3.00 PER HOUR ADDITIONAL

IMPERIAL COUNTY (El Centro); LOS ANGELES COUNTY (Edwards AFB); AND SAN BERNARDINO COUNTY (Edwards AFB, Fort Irwin, George AFB, Marine Corps Logistic Base at Nebo & Yermo, Twenty-Nine Palms Base)

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachmentsI

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

EXHIBIT "Q" TO HOME LOAN AGREEMENT

OPERATING BUDGET

Proposed Operating Budget Calculation

Property Address **# of units**

	Proposed Budget	Current Year	Per Unit Per Month	Previous Year
Revenues				
Rental Income				
Others				
Gross Income				
less vacancies				
Effective Gross Income				
Expenses				
Office Salaries				
On-site Manager				
Maintenance Personnel				
Management Fee				
Office Supplies				
Advertising				
Legal				
Audit expense				
Bookeeping/Accounting service				
Communication				
Worker's Comp Insurance				
Miscellaneous Admin expense				
Total Administrative Expenses				
Maintenance supplies				
Pest Control				
Repairs Contract				
HVAC repairs & maintenance				
Landscape Contract				
Interior/exterior painting				
Pool maintenance				
Interior cleaning				
Miscellaneous Maintenance Expense				
Extra-Ordinary Maintenance Expense *				
Total Maintenance Expenses				
Trash removal				
Electricity				
Water/sewer				

Gas

Total Utilities Expense

Real estate taxes

Property & liability insurance

Total Tax & Insurance

TOTAL OPERATING EXPENSES

Total Debt Service

Operating Reserves

Replacement Reserves

CASH AVAILABLE FOR DISTRIBUTION

Partnership

Residual Receipts

* Funds for this line item will be taken from the replacement reserves