COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles
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Executive Director

April 19, 2005

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

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

Dear Supervisors and Commissioners:

LOAN AGREEMENT WITH SOUTHERN CALIFORNIA HOUSING DEVELOPMENT CORPORATION TO DEVELOP SENIOR HOUSING IN THE CITY OF BELL GARDENS (1)
(3 Vote)

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:

1. Acting in the role of Responsible Agency for the Bell Gardens Senior Apartments Project, certify that the County has independently considered and reached its own conclusions regarding the environmental effects of the project described herein and the Initial Study/Negative Declaration (IS/ND) adopted by the City of Bell Gardens, as Lead Agency, and determine that the IS/ND adequately addresses the environmental impacts of the project, and adopt by reference the City of Bell Gardens' environmental findings in connection with approval of the project.

2. Authorize the Executive Director of the Community Development Commission to administer, on behalf of the Commission, up to $2,385,393 in Home Investment Partnerships Program (HOME) funds for pre-development, construction and permanent financing of Bell Gardens Senior Apartments, consisting of 71 rental units for very low-income seniors and one manager's unit, to be located at

6712 Clara Street, 7706-7712 Scout Avenue, and 7716-7720 Park Lane, in the City of Bell Gardens.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE COMMUNITY DEVELOPMENT COMMISSION:

1. Acting in the role of Responsible Agency for the Bell Gardens Senior Apartments Project, certify that the Commission has independently considered and reached its own conclusions regarding the environmental effects of the project described herein and the Initial Study/Negative Declaration (IS/ND) adopted by the City of Bell Gardens, as Lead Agency, and determine that the IS/ND adequately addresses the environmental impacts of the project, and adopt by reference the City of Bell Gardens' environmental findings in connection with approval of the project.

2. Approve a 30-year Loan Agreement, provided in substantially final form, between the Community Development Commission and Bell Gardens Housing Partners, L.P., a California Limited Partnership (the Developer), of which the Southern California Housing Development Corporation of Los Angeles, a California non-profit public benefit corporation and a Community Housing Development Organization (CHDO), is the general partner, for the development of Bell Gardens Senior Apartments, consisting of 71 rental units for very low-income seniors and one manager's unit, to be located at 6712 Clara Street , 7706-7712 Scout Avenue, and 7716-7720 Park Lane, in the City of Bell Gardens.

3. Authorize the Executive Director of the Commission to execute the Loan Agreement, to be effective following approval as to form by County Counsel and execution by all parties; and authorize the Executive Director to use a maximum of $2,385,393 in HOME Investment Partnerships Program (HOME) funds, for pre-development, construction, and permanent financing of the project.

4. Authorize the Executive Director to incorporate a total of up to $500,000 of the total $2,385,393 in HOME funds into the Commission's Fiscal Year 2004-2005 approved budget, for the purposes described above.

5. Authorize the Executive Director to execute all documents necessary to subordinate the Commission's loans to the permitted permanent financing.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The Loan Agreement will fund development of the project, which will provide 71 HOME-assisted rental units for very low-income seniors and one manager's unit.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The Commission will provide a pre-development, construction and permanent loan of up to $2,385,393 in HOME funds, for the development of 65 one-bedroom units and 6 two-bedroom units. An additional two-bedroom unit will serve as a manager's unit.

The loan will accrue three percent simple interest annually. The loan will convert to a HOME permanent loan, augmented by additional financing, including a loan of up to $1,500,000 from the City of Industry Fund, a conventional permanent loan of $1,600,000, low-income housing tax credits of $4,288,000, a $3,812,203 loan from the Bell Gardens Community Development Commission, a permanent loan of up to $275,000 from the Affordable Housing Program of the Federal Home Loan Bank Board, and a deferred Developer Fee of $290,000. The permanent HOME loan, which has a 30-year term, will be evidenced by a Promissory Note and secured by a Deed of Trust.

The estimated total development cost is $14,150,596. A Financial Analysis is provided as Attachment A.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

This project was selected for funding through the Commission's year-round HOME Request for Proposals process. The $2,385,393 construction and permanent HOME Loan will be subordinated to the construction and permanent financing provided by Wells Fargo Bank and California Community Reinvestment Corporation (CCRC) bonds, respectively. The project sponsor is Southern California Housing Development Corporation of Los Angeles, which will serve as the general manager of the final ownership entity, Bell Gardens Housing Partners, L.P., which is a tax credit limited partnership.

The project, to be located at 6712 Clara Street, 7706-7712 Scout Avenue, and 7716-7720 Park Lane in the City of Bell Gardens, will consist of two apartment buildings containing a total of 72 units, including 65 one-bedroom units and seven two-bedroom units. All of the units, with the exception of one two-bedroom manager's unit, will be reserved for seniors earning up to 50 percent of area median income (AMI) for the Los Angeles-Long Beach Metropolitan Statistical Area (MSA), adjusted for household size, as determined by the U.S. Department of Housing and Urban Development (HUD).

The proposed project is being federally funded, and is not subject to the requirements of the Greater Avenues for Independence (GAIN) Program and the General Relief Opportunity for Work (GROW) Program, implemented by the County of Los Angeles.

Instead, the Developer must comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

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 adopted by the County of Los Angeles on June 5, 2001. Following the required public and agency comment period, HUD issued a Release of Funds for the project on September 8, 2001.

As the responsible agencies, and in accordance with the requirements of State California Environmental Quality Act (CEQA) Guidelines, the County and the Commission have reviewed the Initial Study/Negative Declaration prepared by the City of Bell Gardens, and determined that the project will not have significant adverse impact on the environment. The County and the Commission's consideration of the IS/ND, and filing of the Notice of Determination, satisfies the State CEQA Guidelines as stated in Article 7, Section 15096.

The environmental review record for this project is available for viewing by the public during regular business hours at the Commission's main office located at 2 Coral Circle, Monterey Park.

IMPACT ON CURRENT PROJECT:

Approval of the Loan Agreement will increase the supply of affordable senior housing in the County.

Respectfully submitted,

Carlos Jackson

CARLOS JACKSON
Executive Director

Attachments: 2

Attachment A

HOUSING FINANCIAL ANALYSIS
Bell Gardens Senior Apartments

The project consists of 72 units, 71 of which will be reserved for low-income seniors, and one unit for an on-site manager. The project will be located at the corner of Clara Street and Scout Avenue, in the City of Bell Gardens. The HOME-assisted units will be reserved for low-income seniors, defined as those with incomes at or below 50 percent of the Area Median Income (AMI) for the Los Angeles/Long Beach Metropolitan Statistical Area (MSA), as determined by the U.S. Department of Housing and Urban Development (HUD).

The following is a financial analysis of the project.

	TOTAL	PER UNIT
Uses		
Total Development Cost	**$14,150,596**	**$196,536**
Sources		
Construction Phase		
Tax-Exempt Const. loan	$5,776,600	$80,231
Bell Gardens CDC loan	$3,812,203	$52,947
Low-income housing tax credits	$1,286,400	$17,867
Commission HOME Loan	$2,385,393	$33,130
Deferred Developer Fee	$890,000	$12,361
Total Construction Sources	**$14,150,596**	**$196,536**
Permanent Phase		
Permanent Loan	$1,600,000	$22,222
Low-income housing tax credits	$4,288,000	$59,556
City of Industry loan	$1,500,000	$20,833
Commission HOME Loan	$2,385,393	$33,130
City of Bell Gardens	$3,812,203	$52,947
Affordable Housing Program	$275,000	$3,820
Deferred Developer Fee	$290,000	$4,028
Total Permanent Sources	**$14,150,596**	**$196,536**

HOME PROGRAM LOAN AGREEMENT (HE0080)

_____

by and between the

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

a public body corporate and politic

and

BELL GARDENS HOUSING PARTNERS, L.P.,

a California limited partnership

for a loan in the principal amount of

up to **$2,385,393**

_____, 200__

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LOAN AGREEMENT

Transaction Summary

Project Name: Bell Gardens Senior Apartments

Borrower Name: Bell Gardens Housing Partners, L.P.

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

HOME Loan Amount: $2,385,393 Interest Rate: 3% simple, 10% Default

Repayment term: 30 years. Repayment type: ☒ residual receipts (prorata share of 21%)

Total Number of Units in Project: 72 Number of HOME-assisted units: 71

Location (Jurisdiction): ☒ Incorporated: Bell Gardens
☐ Unincorporated

Site Acreage: 1.65 acres

Project Type: rental for ☒ Seniors 55 years and older ☐ Families ____
☐ special needs (specify: _____)

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

Affordability 55 years; No./size of HOME units, income levels: 71 HOME units.

	0 Bedroom	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	Totals
50% AMI		65	6			71
60% AMI						
Mgr. Unit			1			1
Totals		65	7			72

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

(1) Wells Fargo Bank Bonds (construction) - $7,000,000 ☒senior ☐junior ☐parity/NA
(2) Wells Fargo Bank Bonds (permanent) - $1,600,000 ☒senior ☐junior ☐parity/NA
(3) Bell Gardens Loan (permanent) -$3,812,203 ☒senior ☐ junior ☐parity/NA
(4) Tax Credit Equity -$4,288,000 ☐senior ☐junior ☒parity/NA
(5) HACOLA Industry Fund (permanent) - $1,500,000 ☐senior ☒junior ☐parity/NA
(6) AHP Loan (permanent) - $ 275,000 ☐senior ☒juniorparity/NA
(7) Deferred Developer Fee -$ 290,000 ☐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 _____, 200__, by and between the COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, a public body corporate and politic ("Commission"), and BELL GARDENS HOUSING PARTNERS, L.P., a California Limited Partnership ("Borrower"), of which SOUTHERN CALIFORNIA HOUSING DEVELOPMENT CORPORATION of LOS ANGELES, a 501(c)3 non-profit corporation and a Community Housing Development Organization (CHDO), is the General Partner. The 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 TWO MILLION THREE HUNDRED EIGHTY FIVE THOUSAND THREE HUNDRED NINETY THREE Dollars ($2,385,393) (the "HOME Loan") from the Commission for the purpose of providing construction, and permanent financing for a 72 unit senior development, also known as Bell Gardens Senior Apartments. Said development will consist of 65 one-bedroom units and 6 two-bedroom units reserved for senior citizens, with one two-bedroom unit reserved for an on-site manager. The aforementioned housing development ("Project") is 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 6712 Clara Street, 7706 – 7712 Scout Avenue, and 7716 – 7720 Park Lane; Bell Gardens, CA 90201, 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; (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 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".

D. 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.

E. WHEREAS, the Borrower agrees to lease the property described in Exhibit "B" from the Bell Gardens Community Development Commission ("Owner"), a public body, corporate and politic, in accordance with the conditions stated in the Memorandum of Lease attached to this Agreement as Exhibit "Q".

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 and secured by the HOME Deed of Trust.

The HOME Loan funds will be for the construction of seventy-one (71) HOME units on the Site and for reimbursement and payment of approved eligible costs described in Exhibit "H" ("Approved Development Budget"). This amount will be funded in accordance with Section 6 in an amount not to exceed TWO MILLION THREE HUNDRED EIGHTY FIVE THOUSAND THREE HUNDRED NINETY THREE DOLLARS ($2,385,393).

2.0 HOME PROMISSORY NOTE; HOME LOAN REPAYMENT.

2.1 HOME Note.

As one of the conditions to disbursement of the HOME Loan to Borrower under Section 6 below, Borrower shall execute a HOME Leasehold Promissory Note (the "HOME Note") in the form of Exhibit "C" attached hereto, which HOME Note sets forth terms and conditions for the repayment of the HOME Loan. The HOME Note shall be secured by the HOME Leasehold Deed of Trust ("HOME 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 three percent (3%) per annum, simple 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 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, 2007. The Commission's percentage of Residual Receipts is subject to modification as specified in Section 1.2 of the Note. Absent prepayment or acceleration, each of the annual payments due March 15, 2007 through and

including March 15, 2036 ("**Maturity Date**") shall be in an amount equal to twenty one percent (21.0%) of "Residual Receipts" (as defined in the Note) for the prior calendar year. The Housing Authority of the County of Los Angeles ("HACOLA") will be entitled to receive another thirteen percent (13.0%) of Residual Receipts as repayment for the Industry permanent loan it is providing to the Project, and the City of Bell Gardens will be entitled to receive thirty-three percent (33.0%) of Residual Receipts as repayment for the permanent loan that it is providing. Residual Receipts shall be calculated and reported to the Commission annually for each calendar year no later than March 15th of the following calendar year on forms specified and provided by the Commission from time to time. All calculations and records are subject to audit by the Commission. Notwithstanding any other provision of the Note or of this Agreement, unless due sooner, the entire outstanding principal balance of the 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 twenty-one percent (21%) of "Net Refinancing Proceeds" received from a "Refinancing", as such terms are defined in the HOME 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 HOME 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 HOME 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 HOME 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 HOME 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 HOME Note shall, at all times during which any amount remains outstanding, be secured by the deed of trust ("HOME Deed of Trust"), in the form of Exhibit "D" attached hereto, recorded against Borrower's leasehold interest in the Site and the Project (collectively, the "Property"). The security interest in the Property granted to Commission pursuant to the HOME 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 HOME 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 HOME 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 HOME Note to Commission, and recordation of the HOME Deed of Trust and other Loan Documents (as defined in Section 6.2(e) 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 180 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 Ninety (90) 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 a certified copy of the HOME 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", recorded against the leasehold interest of the Borrower;

(d) Borrower's due execution (with notary acknowledgment) and deposit into Escrow of the HOME 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 HOME Note, the HOME Deed of Trust, the CC&R's and all other documents given or executed in connection herewith (collectively with this Agreement, the HOME Note, the HOME 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, or another title company approved by the Commission ("Title Company") shall have assured the Commission in writing that upon recordation of the HOME 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, 116 and 122 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 HOME Deed of Trust, and specifically insuring that the lien of the HOME 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) Intentionally omitted

(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 acquisition, 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 not less than fifty percent (50%) of 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 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's Design Review Process in accordance with Exhibit "S"; and (E) any other plans,

documents, and approvals by the Commission or HACOLA 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 30 months following the Close of Escrow.

(j) 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;

(k) 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 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.

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

(m) Borrower shall have furnished and obtained the Commission's approval of an operating budget and a Management Plan for the Project. The Management Plan shall include a preliminary Operating Budget in a format mandated by the Commission, 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;

(n) Borrower shall have furnished the Commission with evidence satisfactory to the Commission evidencing the insurance 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), (g), and (i) 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 HOME Deed of Trust and the CC&R's to be recorded in the Official Records of Los Angeles County, California;

(ii) causing the Memorandum of Lease between the Borrower and the Owner of the property to be recorded;

(iii) delivering the executed original HOME Note to the Commission;

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

(v) 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. Notwithstanding any other provision, Escrow Holder shall disburse proceeds of the 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

Borrower has entered into an agreement with the Hope Through Housing Foundation ("HTH") and an agreement with the City of Bell Gardens to provide a full spectrum of services for the Project. The Project's residents will have access to such services as transportation and shopping assistance, access to medical services and health screening, money management, social and recreational activities, personalized case management, service referrals, and staff vigilance. The services may be modified over time, as needed by the residents and subject to availability. The Borrower and HTH have committed to funding 50% of the expenses for these services; while the City of Bell Gardens has committed to paying the remaining operating expenses. See details in Exhibit "N".

8.0 PURPOSE OF HOME LOAN

8.1 The HOME Loan proceeds shall be used by Borrower for the 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.

8.2 The HOME loan shall be considered Permanent Financing at such time as the Borrower has achieved "Completion of the Project", which shall be deemed to have occurred when the 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 the 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 the Commission's review and approval: (1) a signed certificate from the general contractor, in a form reasonably acceptable to the Commission or HACOLA, certifying to the Commission or HACOLA that construction was completed substantially in accordance with the requirements of the plans and specifications as approved by the COMMISSION's or HACOLA's Design Review Process as referenced in Exhibit "S", and this Agreement, and (2) submission of construction completion documents in accordance with Exhibit "R", 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.

The HOME loan shall be considered Permanent Financing at such time as the Project is completed. The Project shall be "completed," which shall be deemed to have occurred when Commission has received satisfactory evidence that the Project has been completed in 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) 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 To the extent otherwise permitted under this Agreement, Borrower (or an affiliate of Borrower previously approved by the Commission) may receive from the HOME Loan proceeds, or other development funds available to Borrower, including equity, a Developer Fee ("Developer Fee") not to exceed NINE HUNDRED FIFTY THOUSAND DOLLARS ($950,000) in connection with development of the Project; provided, however, that the Capitalized Developer Fee shall not exceed the amount of SIX HUNDRED SIXTY THOUSAND DOLLARS ($660,000) payable during the course of construction from construction loan proceeds.

8.4 Borrower shall have furnished Commission and obtained Commission's approval of the compliance with the environmental mitigation measures specified in the "Environmental Special Conditions" referenced in Exhibit K attached. 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 HOME 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 the County, the Commission or HACOLA, Borrower shall indemnify, defend and hold HACOLA 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 HACOLA, Borrower hereby releases and forever discharges HACOLA 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 workers' 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 the County, the Commission and HACOLA, 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 times be for the full replacement value of all improvements and fixtures on the Property and the insurer shall waive any coinsurance via an "agreement" endorsement.

(c) Workers' Compensation: Borrower's and Borrower's Contractors' 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: Bell Gardens Senior Apartments
ADDRESS: 6712 Clara Street; 7706 – 7716 Scout Avenue, and 7716 - 7720 Park Lane, Bell Gardens, CA 90201
PROJECT NO. HE0080

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 March 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 HOME Note) received during the previous calendar year, and (ii) the aggregate Operating Expenses (as defined in the HOME 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 in accordance with the Schedule of Performance Exhibit "R", and shall conform to the layout and design represented in Borrower's approved application for

the Industry Fund Program. Borrower shall comply with any California Environmental Quality Act (CEQA) mitigation measures or other environmental conditions imposed by Commission or any other applicable governmental authority in connection with the Project.

9.12 Schedule of Performance

The Borrower shall comply with and meet the deadlines listed in Exhibit "R" to this Agreement, the Schedule of Performance. Also, the Borrower shall abide by the Design Review Process detailed in Exhibit "S" to this Agreement, the Commission Design Review Process.

9.13 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.S.A. 4601 et seq., as amended), Federal Relocation Regulations (49 CFR Part 24), HUD Relocation Handbook 1378, and 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, the Commission and HACOLA 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, HACOLA 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.

9.14 Environmental Conditions.

Borrower shall comply with any National Environmental Policy Act (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".

9.15 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 and as set forth in Exhibit "S".

Borrower agrees that in the event the Design Review Process is completed prior to the 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, the 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"), 71 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 "Very Low -Income Households" as hereinafter defined (persons within this group occasionally referred to as "Eligible Persons"). All of the 71 units shall be rented to Very Low-Income Households earning no more than 50% of Area Median Income, and one unit shall be rented to an on-site manager.

"Very 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 fifty percent (50%) of Area Median Income, adjusted for family size and other adjustment factors by the United States Department of Housing and Urban Development (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 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

"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 Project shall be operated exclusively as senior citizen housing, in which all Assisted Units shall be occupied only by persons who are at least 55 years of age and a "senior citizen" or "qualified permanent" as defined by California 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 hereinbelow, 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 HOME 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 HOME 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 HOME 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 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 HOME Note or the HOME 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 HOME Note;

(b) The failure of Borrower to perform any nonmonetary covenant or obligation hereunder or under the terms of the HOME Note or the HOME 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 within 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 HOME Note, or the HOME 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 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.

(i) Notwithstanding anything to the contrary contained herein, Beneficiary shall give to Related Capital Company at the address set forth in Section 21 herein a duplicate copy of all notices of default or other notices that Beneficiary may give to or serve in writing upon Borrower pursuant to the terms of this Agreement or applicable law based upon an alleged default hereunder. Prior to Beneficiary declaring any default or taking any remedy permitted under this Agreement or applicable law based upon an alleged default hereunder, RCC Credit Facility, L.L.C. and Related Direct SLP LLC, and their respective successors and assigns (collectively, "Related") shall have a period of ten (10) days from receipt of written notice to cure monetary defaults and a period of thirty (30) days from receipt of written notice to cure nonmonetary defaults.

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 HOME Note, to exercise its rights under the HOME 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 HOME 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 HOME 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 HOME 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) 890-8576

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: Bell Gardens Housing Partners, L.P.
c/o Southern California Housing Development Corporation of Los Angeles; Executive Director
9065 Haven Avenue; Suite 100
Rancho Cucamonga, CA 91730
Fax No. (909) 483-2448

With a copy to: Related Capital Company
625 Madison Avenue
New York, NY 10022
Attn: Marc D. Schnitzer
Fax No.: (212) 751-3350

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 HOME 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 HOME Note shall be interpreted to require in each instance the lesser of (i) the amount stated in the HOME 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 HOME Note, the HOME Deed of Trust, the CC&Rs, and all other documents executed in connection herewith.

B. Enforceability.

This Agreement, the HOME Note, the HOME 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 HOME 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 no under common ownership or is otherwise affiliated with any lender extending any Project Loan (as defined in the HOME 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 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 therefor 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:

BELL GARDENS HOUSING PARTNERS, L.P.,
a California limited partnership

By: SOUTHERN CALIFORNIA HOUSING DEVELOPMENT CORPORATION OF LOS ANGELES,
a California non-profit corporation, General Partner

By:_____

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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Agreement (preamble)
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General Contractor (Section 6.2(i))
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HOME Loan (Recital A)
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Net Proceeds (Section 2.4)
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Operating Expenses (Section 9.9)
Other Financing (Recital B)
Parties (preamble)
Party (preamble)

Permitted Senior Encumbrances (Section 6.2(f))
Project (Recital A)
Refinancing (Section 2.4)
Residual Receipts (Section 2.3)
Senior Financing (Recital B)
Site (Recital A)
Term (Section 9.2)
Title Company (Section 6.2(f))
Transfer (Section 29.1)
Transfer Documents (Section 29.2)
Transfer Notice (Section 29.2)
Very Low-Income (Section 10.1)

EXHIBIT "B" TO LOAN AGREEMENT

SITE LEGAL DESCRIPTION

A Ground Lease between the Bell Gardens Community Development Commission ("Owner") and the Southern California Housing Development Corporation of Los Angeles ("Lessee") on that certain real property situated in the State of California, County of Los Angeles, more particularly described as follows:

Legal Description of 6712 Clara Street, Bell Gardens, CA

PARCEL 1:

That portion of lot 7 of I. Heyman Tract in the City of Bell Gardens, County of Los Angeles, State of California, as per map recorded in book 7, page 249 of Deeds, records of said County, described as follows:
Beginning at the intersection of the North line of Clara Street (formerly Hunts Crossing Road) as the same exists 60 feet wide with the West line of land described in Deed to T.J. Grider, Sr., recorded in Book 1415 page 85 of Deeds, records of said County; thence Easterly along said North line 55 feet; thence Northeasterly in a direct line to a point in the Southwest line of Florence Avenue, 100 feet wide, as described in Deed recorded in Book 12582, page 116, official records of said County, distant Southeasterly along said line 50.00 feet from said West line of land of Grider; thence Northwesterly along said Southwest line 50.00 feet to said West line; thence Southwesterly along said West line to the point of beginning.
Except therefrom those portions described as follows:

Parcel A:

That certain real property in the City of Bell Gardens, County of Los Angeles, State of California, being that portion of the land described in the Deed to Douglas P. Orsel and Joanna M. Orsel, recorded March 28, 1969, as Instrument No. 1324 in official records of said County, lying Southerly of the following described line:
Beginning at a point on the centerline of the Florence Avenue as shown on Parcel Map No. 7179 filed in Book 79, pages 5 and 6 of Parcel Maps, records of said County, distant thereon North 55° 23' 43" West 69.49 feet from the intersection of said centerline with the centerline of Scout Avenue (Southerly) as shown on said map; thence South 34° 36' 17" West, 50.00 feet to the Southwesterly line of said Florence Avenue, said point being the true point of beginning for said line; thence South 9° 46' 12" West, 33.32 feet to the beginning of a nontangent curve, concave Southeasterly, having a radius of 490.00 feet, and to which point a radial line bears North 43° 18' 33" West; thence Southwesterly 43.90 feet along said curve through a central angle of 05° 08' 01" to the beginning of a reverse curve concave Northwesterly, having a radius of 170.00 feet; thence Southwesterly 165.35 feet along said curve through a central angle of 55° 43' 39" to a point of tangency with a line parallel with

and distant Northerly 30.00 feet from the centerline of Clara Avenue as shown on County Surveyor's Map no. B-1319-1, page A2 on file in the Office of the County Engineer of said Los Angeles County; thence along said parallel line North 82° 42' 55" West, 171.49 feet to the centerline of Priam Drive as shown on said County Surveyor's Map.

Parcel B:

That certain real property in the City of Bell Gardens, County of Los Angeles, State of California, being those portions of parcels 1 and 2 as described in the Deed to Robert W. Sichting and Alda L. Sichting, recorded July 6, 1984, as Instrument No. 84-8055560 in official records of said County; lying Southwesterly and Southerly of the following described line:
Beginning at a point on the centerline of Florence Avenue as shown on parcel map No. 7179 filed in Book 79, pages 5 and 6 of Parcel Maps, records of said County, distant thereon North 55° 23' 43" West, 69.49 feet from the intersection of said centerline with the centerline of Scout Avenue (Southerly) as shown on said map; thence South 34° 36' 17" West, 50.00 feet to the Southwesterly line of said Florence Avenue, said point being the true point of beginning for said line; thence South 9° 46' 12" West, 33.32 feet to the beginning of a nontangent curve, concave Southeasterly, having a radius of 490.00 feet, and to which point a radial line bears North 43° 18' 33" West; thence Southwesterly 43.90 feet along said curve through a central angle of 05° 08' 01" to the beginning of a reverse curve concave Northwesterly, having a radius of 170.00 feet; thence Southwesterly 165.35 feet along said curve through a central angle of 55° 43' 39" to a point of tangency with a line parallel with and distant Northerly 30.00 feet from the centerline of Clara Avenue as shown on County Surveyor's Map no. B-1319-1, page A2 on file in the Office of the County Engineer of said Los Angeles County: thence along said parallel line North 82° 42' 55" West, 171.49 feet to the centerline of Priam Drive as shown on said County Surveyor's Map.

PARCEL 2:

That portion of Lot 7 of the I. Heyman tract, in the City of Bell Gardens, County of Los Angles, State of California, as per map recorded in Book 7 page 249 of Deeds, in the Office of the County Recorder of said County, within a strip of land 50 feet wide lying 25 feet on each side of the following described center line: commencing at the intersection of the center lines of Scout Avenue and Clara Street, as said center lines are shown on map of tract No. 10948, recorded in book 193, pages 15 et seq. of maps, in the Office of the County recorder of said County; thence North 82° 42' 40" West along said center line of Clara Street 265.08 feet to the true point of beginning; thence North 42° 23' 00" East 370.97 feet. Excepting therefrom that portion thereof within the parcel of land described in Deed to Thomas Paul Wetzel, recorded as Document No. 1061 on November 13, 1943, in Book 10431, page 132, of official records, in the Office of the County Recorder of said County and those portions thereof within Florence Avenue and Clara Street of record.

PARCEL 2A:

That portion of above mentioned Lot 7 within the following described boundaries:
Beginning at the intersection of the Northwesterly line of above described parcel A, with the northerly line of above mentioned Clara Street; thence Northeasterly along said Northwesterly line 45.99 feet to the beginning of a curve concave to the North, tangent to

said last mentioned line and tangent to a line parallel with and 10 feet Northerly, measured at right angles, from said Northerly line, and having a radius of 65 feet; thence Westerly along said curve 62.29 feet to said parallel line; thence along said curve 62.29 feet to said parallel line; thence Southerly at right angles to said parallel line to said Northerly line of Clara Street; thence Easterly in a direct line 26.74 feet to the point of beginning.
Parcels A and B to be known as Priam Drive.

Legal Description of 7706 Scout Avenue, Bell Gardens, CA

That portion of Lot 3 of Tract No. 1290, in the City of Bell Gardens, County of Los Angeles, State of California, as per map recorded in Book 20 page 155 of Maps, in the Office of the County Recorder of said County, described as follows:
Beginning at the intersection of the Southwesterly line of said Lot with the Southeasterly line of the Northwesterly 30 feet of said Lot; thence North 67° 02' 45" East along the Southeasterly line 306.61 feet to the true point of beginning; thence south 22° 57' 15" East 87.62 feet; thence North 57° 56' East 50.64 feet; thence North 22° 57' 15" West 79.50 feet to said Southeasterly line; thence south 67° 02' 45" along said Southeasterly line of 50 feet to the true point of beginning.

Legal Description of 7712 Scout Avenue, Bell Gardens, CA

That portion of Lot 3 of Tract 1290, in the City of Bell Gardens, County of Los Angeles, State of California, as per map recorded in Book 21 page 155 of Maps, in the Office of the County Recorder of said County, described as follows:
Beginning at the intersection of the Southwesterly line of said Lot with the Southeasterly line of the Northwesterly 30 feet of said Lot; thence North 67° 02' 45" East along the Southeasterly line 306.61 feet to the true point of beginning; thence South 22° 57' 15" East 87.22 feet; thence South 57° 56' West 42.28 feet to the most Easterly corner of the land described in the Deed to Frank C. Mancuso and wife, recorded January 17, 1950 as Instrument No. 601; recorded in Book 31988 page 1, Official Records; thence North 22° 57' 15" West along the Northeasterly line of said land of Mancuso 94.32 feet to the most Northerly corner thereof; thence North 57° 02' 45" East along said Southeasterly line of the Northwesterly 30 feet of said Lot, a distance of 41.75 feet to the true point of beginning.

Legal Description of 7716 Park Lane (also referred to as 7716 Scout Avenue), Bell Gardens, CA

That portion of Lot 3 of Tract 1290, in the City of Bell Gardens, County of Los Angeles, State of California, as per map recorded in Book 20 page 155 of Maps, in the Office of the County Recorder of said County, lying within the following boundaries:
Beginning at a point in the Southeasterly line of Scout Avenue, as shown on County Surveyor's Map No. B-1008 distant North 67° 02' 45" East thereon 223.11 feet from the Southwesterly line of said Lot 3; thence South 22° 57' 15" East 98 feet; thence South 59° 40' 44" East 19.13 feet; thence North 31° 30' 30" East 31.49 feet; thence North 57° 56' East 4.70 feet; thence North 22° 57' 15" West 94.32 feet to the said Easterly line of Scout Avenue, thence South 67° 02' 45" East thereon 41.75 feet to the point of beginning.

Legal Description of 7720 Park Lane (also referred to as 7720 Scout Avenue), Bell Gardens, CA

That portion of Lot 3 of Tract No. 1290, in the City of Bell Gardens, County of Los Angeles, State of California, as per map recorded in Book 20 page (s) 155 of Maps, lying within the following described boundaries:
Beginning at a point in the Easterly line of Scout Avenue, as shown on County Surveyor's Map No. B-1008 distant Northerly 150 feet from the Southerly line of said Lot 3; thence North 67° 02' 45" East 73.11 feet; thence South 22° 57' 15" East 98 feet; thence north 59° 40' 44" West 122.26 feet to the point of beginning.

EXHIBIT "C" TO LOAN AGREEMENT

LEASEHOLD PROMISSORY NOTE
(HOME FUND - PROJECT NO.HE0080)

$ 2,385,393
_____, 200__

For value received, the undersigned, BELL GARDENS HOUSING PARTNERS, L.P., a California Limited Partnership ("Borrower"), of which SOUTHERN CALIFORNIA HOUSING DEVELOPMENT CORPORATION OF LOS ANGELES ("SCHDCLA"), a California Non-profit corporation and a Community Housing Development Organization (CHDO), is a general partner, 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 Two Coral Circle, Monterey Park, California 91755-7425 (or to such designee and/or at such other address as the Commission may from time to time designate in writing), the principal sum of TWO MILLION THREE HUNDRED EIGHTY FIVE THOUSAND THREE HUNDRED AND NINETY THREE DOLLARS ($2,385,393.00) (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 _____,200 , entered into between Borrower and the 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 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 three percent (3%) per annum, simple 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, 2007. Absent prepayment or acceleration, each of the annual payments due March 15, 2007 through and including March 15, 2036 ("Maturity Date") shall be in an amount equal to twenty one percent (21.0%) of "Residual Receipts" for the prior calendar year, as defined herein. The Housing Authority of the County of Los Angeles ("HACOLA") is entitled to receive another thirteen percent (13.0%) of Residual Receipts as repayment for the Industry permanent loan it is providing to the Project, and the City of Bell Gardens is entitled to receive thirty-three percent (33.0%) of Residual Receipts as repayment for the permanent loan that it is providing. Residual Receipts shall be calculated and reported to the Commission annually for each calendar year no later than March 15th of the following calendar year on forms specified and provided by the Commission from time to time. All calculations and records are subject to audit by the 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 the Commission for inspection and copying any records, receipts, account books, ledgers, checks, or other documents or other evidence requested by the Commission for the purpose of verifying Borrower's calculation of Residual Receipts, and shall promptly pay to the 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.

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 the 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, which shall be adjusted annually by a percentage equal to the annual increase in AMI adopted by HUD; (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 $200.00 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) a fee payable to Borrower or an affiliate for the cost of operations and maintenance of the senior center pursuant to Exhibit N of that Disposition and Development Agreement by and between Borrower and the Community Development Commission of the City of Bell Gardens, which shall be adjusted annually to a percentage equal to the annual increase in AMI adopted by HUD; (vii) bond monitoring fees issued as a part of the financing for the project; (viii) priority payments toward the deferred developer fees paid to SCHDCLA and/or Borrower, together with interest at the applicable federal rate thereon, until such developer fees have been paid in full; and (ix) 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.

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 the 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 (21%) of the Net Refinancing Proceeds received from any such Refinancing.

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 twenty-one percent (21%); 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 the 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 the 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 the Commission is the beneficiary, recorded against Borrower's leasehold interest in the Site and the Project (collectively, the "Property"). The security interest in the Property granted to the 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 the 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 Note, the Loan Agreement or the Loan, the Loan is a nonrecourse obligation of Borrower and, in the event of the occurrence of an Event of Default, the 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 the 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 construction financing and permanent financing 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 the 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 the 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 the Commission, to the extent the Commission in its sole discretion elects to do so, to cure or assist in curing the default. Any cost or expenditure incurred by the 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 the Commission, which consent may be withheld by the 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. The Commission's consent to such assignment shall be expressly conditioned upon (i) the assignee's execution of such documents as required by the Commission in its sole discretion, including, without limitation, any and all documents deemed necessary by the Commission to provide for said assignee's assumption of all of the obligations of Borrower hereunder and under the Loan Documents, and (ii) the 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, the Commission has pre-approved certain transfers a 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 the Commission (or from any party authorized by the Commission to deliver such notice as identified by the 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.

(9) Notwithstanding anything to the contrary contained herein, Beneficiary shall give to Related Capital Company at the address set forth in Section 13 herein a duplicate copy of all notices of default or other notices that Beneficiary may give to or serve in writing upon Borrower pursuant to the terms of this Note or applicable law based upon an alleged default hereunder. Prior to Beneficiary declaring any default or taking any remedy permitted under this Note or applicable law based upon an alleged default hereunder, RCC Credit Facility, L.L.C. and Related Direct SLP LLC, and their respective successors and assigns (collectively, "Related") shall have a period of ten (10) days from receipt of written notice to cure monetary defaults and a period of thirty (30) days from receipt of written notice to cure nonmonetary defaults.

B. Commission Remedies. Upon the occurrence of an Event of Default hereunder, the 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 the 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, the Commission may, but shall not be obligated to, make such payment. If such payment is made by the Commission, Borrower shall deposit with the 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 the 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, the 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 the Commission and its counsel to protect the interests of the 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 the 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 the 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 the Commission. In order to entitle the 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 the 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 the 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 the Commission of the terms and conditions of this Note or seeking to enjoin any act by the 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 indirect or consequential damages of any kind or nature from the 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 foregoingaward 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 the Commission, upon demand by the Commission, for all costs incurred by the 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 the Commission is a creditor in such proceeding or otherwise.

11. Conflict of Interest; No Individual Liability.

No official or employee of the Commission shall have any personal interest, direct or indirect, in this Note, nor shall any official or employee of the 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 the Commission shall be personally liable in the event of a breach of this Note by the 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) 890-8576

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: Bell Gardens Housing Partners, L.P.
c/o Southern California Housing Development Corporation of Los Angeles;
Executive Director
9065 Haven Avenue; Suite 100
Rancho Cucamonga, CA 91730
Fax No. (909) 483-2448

With a copy to: Related Capital Company
625 Madison Avenue
New York, NY 10022
Attn: Marc D. Schnitzer
Fax No.: (212) 751-3350

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); 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; and 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 the 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 the Commission to take action on account of any default of Borrower. Consent by the 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 the 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 the 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 the 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 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 Note 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, 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 the 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 the Commission's Executive Director without action by the 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.

The 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 the 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 the Commission may have.

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

BORROWER:

BELL GARDENS HOUSING PARTNERS, L.P.,
a California limited partnership

By: SOUTHERN CALIFORNIA HOUSING DEVELOPMENT CORPORATION OF LOS ANGELES,
a California non-profit corporation, General Partner

By:_____

EXHIBIT "D" TO LOAN AGREEMENT

LEASEHOLD DEED OF TRUST
(HOME FUND - PROJECT NO.HE0080)

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 _____, 200__, by and between _____BELL GARDENS HOUSING PARTNERS, L.P. ("Trustor"), a California Limited Partnership, of which SOUTHERN CALIFORNIA HOUSING DEVELOPMENT CORPORATION OF LOS ANGELES, a California corporation and a Community Housing Development Organization (CHDO) is the general partner, _____ Title Company of California, Inc. ("Trustee"); and the COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, a public body corporate and politic ("Beneficiary").

R E C I T A L S

A. Beneficiary is making a loan to Trustor in the original principal amount of TWO MILLION THREE HUNDRED EIGHTY FIVE THOUSAND THREE HUNDRED AND NINETY THREE Dollars ($2,385,393.00) (the "Loan") pursuant to that certain Loan Agreement (the "Loan Agreement") entered into by Trustor and Beneficiary and dated as of _____, 200__. 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 financing for the housing development described in the Loan Agreement (the "Project"). The Project will be 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 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.

(H) 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.

(I) 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.

(J) 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.

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;

(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 other "Loan Documents" (as defined in the Loan Agreement), and any extension, renewal or modification of such Loan Agreement and other 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 therefor. 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 reasonably impose.

Trustor hereby fully assigns to Beneficiary all current and future claims it may have under any policy of insurance related to the Property or the Project, regardless of whether such insurance was required to be maintained under 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 the time in its sole discretion require Trustor to submit satisfactory evidence of insurance policies obtained pursuant to this Paragraph 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 then in material default hereunder (and such default will not be cured with the proceeds of the foregoing), (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 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 Deferral 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 Deferral Rate. 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 notice and 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 shall 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 the date such payment is due. 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 nonmonetary 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 nonmonetary 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(h) 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 a "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 29 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), the Supportive Services Agreement (as defined in, and 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 or waived 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.

i. Notwithstanding anything to the contrary contained herein, Beneficiary shall give to Related Capital Company at the address set forth in Section 21 of the Loan Agreement a duplicate copy of all notices of default or other notices that Beneficiary may give to or serve in writing upon Borrower pursuant to the terms of this Deed of Trust or applicable law based upon an alleged default hereunder. Prior to Beneficiary declaring any default or taking any remedy permitted under this Deed of Trust or applicable law based upon an alleged default hereunder, RCC Credit Facility, L.L.C. and Related Direct SLP LLC, and their respective successors and assigns (collectively, "Related") shall have a period of ten (10) days from receipt of written notice to cure monetary defaults and a period of thirty (30) days from receipt of written notice to cure nonmonetary defaults.

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 (except in the case of default described in Section 18 (c) or (d), in which case no notice shall be required), 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 to do so 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 therefor; 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, 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 any liability Trustor has hereunder or under the other 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 shall from time to time at Beneficiary's request furnish Beneficiary or any person designated by Beneficiary, a certified statement in form reasonably satisfactory to Beneficiary confirming 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 at no expense to Trustor 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 Nonrecourse. 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, the Loan is a nonrecourse obligation of Trustor and 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.

a. 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 (excluding tenant leases pursuant to the terms of the Loan Agreement), (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.

b. 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 ensure 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 its obligations under this Deed of Trust and the other Loan Documents accruing subsequent to such effective date.

c. 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.

d. 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:
BELL GARDENS HOUSING PARTNERS, L.P.,
a California limited partnership

By: SOUTHERN CALIFORNIA HOUSING
DEVELOPMENT CORPORATION OF LOS ANGELES,
a California non-profit corporation, General Partner

By:_____

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

By:_____
Carlos Jackson, Executive Director

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

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 PROPERTY
(HOME – PROJECT NO. HE0080)

A Ground Lease between the Bell Gardens Community Development Commission ("Owner") and the Southern California Housing Development Corporation of Los Angeles ("Lessee") on that certain real property situated in the State of California, County of Los Angeles, more particularly described as follows:

Legal Description of 6712 Clara Street, Bell Gardens, CA

PARCEL 1:

That portion of lot 7 of I. Heyman Tract in the City of Bell Gardens, County of Los Angeles, State of California, as per map recorded in book 7, page 249 of Deeds, records of said County, described as follows:
Beginning at the intersection of the North line of Clara Street (formerly Hunts Crossing Road) as the same exists 60 feet wide with the West line of land described in Deed to T.J. Grider, Sr., recorded in Book 1415 page 85 of Deeds, records of said County; thence Easterly along said North line 55 feet; thence Northeasterly in a direct line to a point in the Southwest line of Florence Avenue, 100 feet wide, as described in Deed recorded in Book 12582, page 116, official records of said County, distant Southeasterly along said line 50.00 feet from said West line of land of Grider; thence Northwesterly along said Southwest line 50.00 feet to said West line; thence Southwesterly along said West line to the point of beginning.
Except therefrom those portions described as follows:

Parcel A:

That certain real property in the City of Bell Gardens, County of Los Angeles, State of California, being that portion of the land described in the Deed to Douglas P. Orsel and Joanna M. Orsel, recorded March 28, 1969, as Instrument No. 1324 in official records of said County, lying Southerly of the following described line:
Beginning at a point on the centerline of the Florence Avenue as shown on Parcel Map No. 7179 filed in Book 79, pages 5 and 6 of Parcel Maps, records of said County, distant thereon North 55° 23' 43" West 69.49 feet from the intersection of said centerline with the centerline of Scout Avenue (Southerly) as shown on said map; thence South 34° 36' 17" West, 50.00 feet to the Southwesterly line of said Florence Avenue, said point being the true point of beginning for said line; thence South 9° 46' 12" West, 33.32 feet to the beginning of a nontangent curve, concave Southeasterly, having a radius of 490.00 feet, and to which point a radial line bears North 43° 18' 33" West; thence Southwesterly 43.90 feet along said curve through a central angle of 05° 08' 01" to the beginning of a reverse curve concave Northwesterly, having a radius of 170.00 feet; thence Southwesterly 165.35 feet along said curve through a central angle of 55° 43' 39" to a point of tangency with a line parallel with

and distant Northerly 30.00 feet from the centerline of Clara Avenue as shown on County Surveyor's Map no. B-1319-1, page A2 on file in the Office of the County Engineer of said Los Angeles County; thence along said parallel line North 82° 42' 55" West, 171.49 feet to the centerline of Priam Drive as shown on said County Surveyor's Map.

Parcel B:

That certain real property in the City of Bell Gardens, County of Los Angeles, State of California, being those portions of parcels 1 and 2 as described in the Deed to Robert W. Sichting and Alda L. Sichting, recorded July 6, 1984, as Instrument No. 84-8055560 in official records of said County; lying Southwesterly and Southerly of the following described line:
Beginning at a point on the centerline of Florence Avenue as shown on parcel map No. 7179 filed in Book 79, pages 5 and 6 of Parcel Maps, records of said County, distant thereon North 55° 23' 43" West, 69.49 feet from the intersection of said centerline with the centerline of Scout Avenue (Southerly) as shown on said map; thence South 34° 36' 17" West, 50.00 feet to the Southwesterly line of said Florence Avenue, said point being the true point of beginning for said line; thence South 9° 46' 12" West, 33.32 feet to the beginning of a nontangent curve, concave Southeasterly, having a radius of 490.00 feet, and to which point a radial line bears North 43° 18' 33" West; thence Southwesterly 43.90 feet along said curve through a central angle of 05° 08' 01" to the beginning of a reverse curve concave Northwesterly, having a radius of 170.00 feet; thence Southwesterly 165.35 feet along said curve through a central angle of 55° 43' 39" to a point of tangency with a line parallel with and distant Northerly 30.00 feet from the centerline of Clara Avenue as shown on County Surveyor's Map no. B-1319-1, page A2 on file in the Office of the County Engineer of said Los Angeles County: thence along said parallel line North 82° 42' 55" West, 171.49 feet to the centerline of Priam Drive as shown on said County Surveyor's Map.

PARCEL 2:

That portion of Lot 7 of the I. Heyman tract, in the City of Bell Gardens, County of Los Angles, State of California, as per map recorded in Book 7 page 249 of Deeds, in the Office of the County Recorder of said County, within a strip of land 50 feet wide lying 25 feet on each side of the following described center line: commencing at the intersection of the center lines of Scout Avenue and Clara Street, as said center lines are shown on map of tract No. 10948, recorded in book 193, pages 15 et seq. of maps, in the Office of the County recorder of said County; thence North 82° 42' 40" West along said center line of Clara Street 265.08 feet to the true point of beginning; thence North 42° 23' 00" East 370.97 feet. Excepting therefrom that portion thereof within the parcel of land described in Deed to Thomas Paul Wetzel, recorded as Document No. 1061 on November 13, 1943, in Book 10431, page 132, of official records, in the Office of the County Recorder of said County and those portions thereof within Florence Avenue and Clara Street of record.

PARCEL 2A:

That portion of above mentioned Lot 7 within the following described boundaries:

Beginning at the intersection of the Northwesterly line of above described parcel A, with the northerly line of above mentioned Clara Street; thence Northeasterly along said Northwesterly line 45.99 feet to the beginning of a curve concave to the North, tangent to said last mentioned line and tangent to a line parallel with and 10 feet Northerly, measured at right angles, from said Northerly line, and having a radius of 65 feet; thence Westerly along said curve 62.29 feet to said parallel line; thence along said curve 62.29 feet to said parallel line; thence Southerly at right angles to said parallel line to said Northerly line of Clara Street; thence Easterly in a direct line 26.74 feet to the point of beginning.
Parcels A and B to be known as Priam Drive.

Legal Description of 7706 Scout Avenue, Bell Gardens, CA

That portion of Lot 3 of Tract No. 1290, in the City of Bell Gardens, County of Los Angeles, State of California, as per map recorded in Book 20 page 155 of Maps, in the Office of the County Recorder of said County, described as follows:
Beginning at the intersection of the Southwesterly line of said Lot with the Southeasterly line of the Northwesterly 30 feet of said Lot; thence North 67° 02' 45" East along the Southeasterly line 306.61 feet to the true point of beginning; thence south 22° 57' 15" East 87.62 feet; thence North 57° 56' East 50.64 feet; thence North 22° 57' 15" West 79.50 feet to said Southeasterly line; thence south 67° 02' 45" along said Southeasterly line of 50 feet to the true point of beginning.

Legal Description of 7712 Scout Avenue, Bell Gardens, CA

That portion of Lot 3 of Tract 1290, in the City of Bell Gardens, County of Los Angeles, State of California, as per map recorded in Book 21 page 155 of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the intersection of the Southwesterly line of said Lot with the Southeasterly line of the Northwesterly 30 feet of said Lot; thence North 67° 02' 45" East along the Southeasterly line 306.61 feet to the true point of beginning; thence South 22° 57' 15" East 87.22 feet; thence South 57° 56' West 42.28 feet to the most Easterly corner of the land described in the Deed to Frank C. Mancuso and wife, recorded January 17, 1950 as Instrument No. 601; recorded in Book 31988 page 1, Official Records; thence North 22° 57' 15" West along the Northeasterly line of said land of Mancuso 94.32 feet to the most Northerly corner thereof; thence North 57° 02' 45" East along said Southeasterly line of the Northwesterly 30 feet of said Lot, a distance of 41.75 feet to the true point of beginning.

Legal Description of 7716 Park Lane (also referred to as 7716 Scout Avenue), Bell Gardens, CA

That portion of Lot 3 of Tract 1290, in the City of Bell Gardens, County of Los Angeles, State of California, as per map recorded in Book 20 page 155 of Maps, in the Office of the County Recorder of said County, lying within the following boundaries:
Beginning at a point in the Southeasterly line of Scout Avenue, as shown on County Surveyor's Map No. B-1008 distant North 67° 02' 45" East thereon 223.11 feet from the

Southwesterly line of said Lot 3; thence South 22° 57' 15" East 98 feet; thence South 59° 40' 44" East 19.13 feet; thence North 31° 30' 30" East 31.49 feet; thence North 57° 56' East 4.70 feet; thence North 22° 57' 15" West 94.32 feet to the said Easterly line of Scout Avenue, thence South 67° 02' 45" East thereon 41.75 feet to the point of beginning.

Legal Description of 7720 Park Lane (also referred to as 7720 Scout Avenue), Bell Gardens, CA

That portion of Lot 3 of Tract No. 1290, in the City of Bell Gardens, County of Los Angeles, State of California, as per map recorded in Book 20 page (s) 155 of Maps, lying within the following described boundaries:
Beginning at a point in the Easterly line of Scout Avenue, as shown on County Surveyor's Map No. B-1008 distant Northerly 150 feet from the Southerly line of said Lot 3; thence North 67° 02' 45" East 73.11 feet; thence South 22° 57' 15" East 98 feet; thence north 59° 40' 44" West 122.26 feet to the point of beginning.

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 – PROJECT NO. HE0080)

THIS AGREEMENT CONTAINING COVENANTS, CONDITIONS, AND RESTRICTIONS ("Agreement") is executed as of the ___th day of _____, 200__ by and between the COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, a public body corporate and politic ("Commission") and BELL GARDENS HOUSING PARTNERS, L.P. ("Owner"), a California Limited Partnership, of which SOUTHERN CALIFORNIA HOUSING DEVELOPMENT CORPORATION OF LOS ANGELES, a California corporation and a Community Housing Development Organization (CHDO) is the general partner, with reference to the following:

A. The Commission and Owner are parties to a Loan Agreement ("Loan Agreement") dated as of the ___th day of _____, 200__, 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 TWO MILLION THREE HUNDRED EIGHTY FIVE THOUSAND THREE HUNDRED NINETY THREE Dollars ($2,385,393.00) (the "Loan") for the purpose of providing financing for the housing development described in the Loan Agreement (the "Project"). The Project

will be developed on a site legally described on Exhibit "A" to this Agreement (the "Site").

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. Limitations on 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 fifty five (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 developing and operating the Project as a residential rental development consisting of 72 dwelling units, which shall be operated in accordance with the terms of this Agreement. Of the 72 total dwelling units in the Project, 71 units (the "HOME Assisted Units") shall be income-restricted and rented only at an "Affordable Housing Cost" (as defined below) and only to households meeting the income criteria applicable to the unit as provided in the following table:

Household Income Level	No. of Studio units	No. of 1-BR units	No. of 2-BR units	No. of 3-BR units	Total Units for this income level
Moderate					
Low					
60% AMI					
Very Low		65	6		71
Manager's Unit			1		1

HOME Assisted Units shall be dispersed throughout the Project, and shall be no less attractive or desirable on average (whether because of convenient access, views, amenities, or other reasons) than the other Project units, if any, that are not HOME Assisted Units. Subject to the reasonable approval of the Commission's Executive Director (or his or her designee), the location of the HOME Assisted Units within the Project may be changed from time by Owner.

In addition, the Project shall be operated exclusively as senior citizen housing, in which all HOME 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.

"Very Low-Income Households" shall mean persons and families whose gross annual household incomes do not exceed the qualifying limits for very low-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 Title

25 of the California Code of Regulations and are equivalent to fifty percent (50%) of Area Median Income, adjusted for family size and other adjustment factors by the United States Department of Housing and Urban Development.

"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, for a Very Low-Income Household, 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

"Area Median Income," or "AMI," shall mean the median income for Los Angeles/Long Beach Metropolitan Statistical Area as adjusted for family size and defined by the United States Department of Housing and Urban Development (HUD), or any successor entity designated under state law as responsible for establishing such "Area Median Income."

Owner 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 Owner fails to do so. Prior to execution of any HOME 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 HOME 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 55-year Term of this Agreement, notwithstanding the earlier 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 Paragraph (1)a above, including without limitation the requirement that Owner deliver reports to the 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 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 such tenant as may be reasonably 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 Paragraph (1).

c. Owner shall provide, in accordance with the Supportive Services Agreement or description of services attached to this Agreement as Exhibit "N", certain supportive services for residents of the Project, as described in the Exhibit "N" throughout the Term of this Agreement.

(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 The 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 the 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 the 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 the 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 the 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 Applicable 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, "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 California Environmental Quality Act; the laws specified in the Loan Agreement; and applicable

federal, state and local fair housing laws. Owner shall indemnify, defend and hold the Commission harmless for any suit, cost, attorneys' fees, claim, administrative proceeding, damage, award, fine, penalty or liability arising out of 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.

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 plans for the Project approved by the Commission in accordance with the Loan Agreement 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.

(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 and 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 leasehold 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) [Reserved.]

(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 Paragraph 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 through 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 leasehold 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 or 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 Applicable 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 paragraph 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 ("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 Liabilities to the extent resulting from the negligence or misconduct of the Commission and/or any the Commission Representatives.

Without limiting Owner's indemnification of the Commission as set forth above, upon Owner obtaining record title to the Site, 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 at 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 the 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 Commisison.

b. "All Risk" ISO Special Form property insurance. Coverage shall include debris removal and shall provide protection for earthquake and flood if this protection is available from responsible carriers at reasonable costs. 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. Workers' 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, nonowned 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, 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 indemnify, 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.

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 in accordance with 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 reasonably cured within such thirty (30) day period, the defaulting party shall be given such longer period as reasonably 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 with 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 attomey'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. Formal notices, demands, and communications between the Commission and Owner shall be given either by personal service, by overnight courier, or by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the principal offices of the Commission or Owner, as follows:

If to the Commission: Community Development Commission of the County of Los Angeles
Two Coral Circle
Monterey Park, California 91755-7425
Attn: Executive Director

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

If to Owner: Bell Gardens Housing Partners, L.P.
c/o Southern California Housing Development Corporation of Los Angeles; Executive Director
9065 Haven Avenue; Suite 100
Rancho Cucamonga, CA 91730
Fax No. (909) 483-2448

With a copy to: Related Capital Company
625 Madison Avenue
New York, NY 10022
Attn: Marc D. Schnitzer
Fax No.: (212) 751-3350

Notices shall be effective upon receipt, if given by personal delivery, 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, and 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 Agreement.

f. Exhibits. Each Exhibit mentioned in this Agreement is attached

hereto and incorporated herein by this reference.

g. Execution in Counterparts. The parties may execute this document in two or more counterparts; each counterpart shall be deemed an original instrument as against any party who has executed it.

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.

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

OWNER:

BELL GARDENS HOUSING PARTNERS, L.P.,
a California limited partnership

By: SOUTHERN CALIFORNIA HOUSING DEVELOPMENT CORPORATION OF LOS ANGELES,
a California non-profit corporation, General Partner

By:_____

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_____

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

A Ground Lease between the Bell Gardens Community Development Commission ("Owner") and the Southern California Housing Development Corporation of Los Angeles ("Lessee") on that certain real property situated in the State of California, County of Los Angeles, more particularly described as follows:

Legal Description of 6712 Clara Street, Bell Gardens, CA

PARCEL 1:

That portion of lot 7 of I. Heyman Tract in the City of Bell Gardens, County of Los Angeles, State of California, as per map recorded in book 7, page 249 of Deeds, records of said County, described as follows:
Beginning at the intersection of the North line of Clara Street (formerly Hunts Crossing Road) as the same exists 60 feet wide with the West line of land described in Deed to T.J. Grider, Sr., recorded in Book 1415 page 85 of Deeds, records of said County; thence Easterly along said North line 55 feet; thence Northeasterly in a direct line to a point in the Southwest line of Florence Avenue, 100 feet wide, as described in Deed recorded in Book 12582, page 116, official records of said County, distant Southeasterly along said line 50.00 feet from said West line of land of Grider; thence Northwesterly along said Southwest line 50.00 feet to said West line; thence Southwesterly along said West line to the point of beginning.
Except therefrom those portions described as follows:

Parcel A:

That certain real property in the City of Bell Gardens, County of Los Angeles, State of California, being that portion of the land described in the Deed to Douglas P. Orsel and Joanna M. Orsel, recorded March 28, 1969, as Instrument No. 1324 in official records of said County, lying Southerly of the following described line:
Beginning at a point on the centerline of the Florence Avenue as shown on Parcel Map No. 7179 filed in Book 79, pages 5 and 6 of Parcel Maps, records of said County, distant thereon North 55° 23' 43" West 69.49 feet from the intersection of said centerline with the centerline of Scout Avenue (Southerly) as shown on said map; thence South 34° 36' 17" West, 50.00 feet to the Southwesterly line of said Florence Avenue, said point being the true point of beginning for said line; thence South 9° 46' 12" West, 33.32 feet to the beginning of a nontangent curve, concave Southeasterly, having a radius of 490.00 feet, and to which point a radial line bears North 43° 18' 33" West; thence Southwesterly 43.90 feet along said curve through a central angle of 05° 08' 01" to the beginning of a reverse curve concave Northwesterly, having a radius of 170.00 feet; thence Southwesterly 165.35 feet along said curve through a central angle of 55° 43' 39" to a point of tangency with a line parallel with

and distant Northerly 30.00 feet from the centerline of Clara Avenue as shown on County Surveyor's Map no. B-1319-1, page A2 on file in the Office of the County Engineer of said Los Angeles County; thence along said parallel line North 82° 42' 55" West, 171.49 feet to the centerline of Priam Drive as shown on said County Surveyor's Map.

Parcel B:

That certain real property in the City of Bell Gardens, County of Los Angeles, State of California, being those portions of parcels 1 and 2 as described in the Deed to Robert W. Sichting and Alda L. Sichting, recorded July 6, 1984, as Instrument No. 84-8055560 in official records of said County; lying Southwesterly and Southerly of the following described line:
Beginning at a point on the centerline of Florence Avenue as shown on parcel map No. 7179 filed in Book 79, pages 5 and 6 of Parcel Maps, records of said County, distant thereon North 55° 23' 43" West, 69.49 feet from the intersection of said centerline with the centerline of Scout Avenue (Southerly) as shown on said map; thence South 34° 36' 17" West, 50.00 feet to the Southwesterly line of said Florence Avenue, said point being the true point of beginning for said line; thence South 9° 46' 12" West, 33.32 feet to the beginning of a nontangent curve, concave Southeasterly, having a radius of 490.00 feet, and to which point a radial line bears North 43° 18' 33" West; thence Southwesterly 43.90 feet along said curve through a central angle of 05° 08' 01" to the beginning of a reverse curve concave Northwesterly, having a radius of 170.00 feet; thence Southwesterly 165.35 feet along said curve through a central angle of 55° 43' 39" to a point of tangency with a line parallel with and distant Northerly 30.00 feet from the centerline of Clara Avenue as shown on County Surveyor's Map no. B-1319-1, page A2 on file in the Office of the County Engineer of said Los Angeles County: thence along said parallel line North 82° 42' 55" West, 171.49 feet to the centerline of Priam Drive as shown on said County Surveyor's Map.

PARCEL 2:

That portion of Lot 7 of the I. Heyman tract, in the City of Bell Gardens, County of Los Angles, State of California, as per map recorded in Book 7 page 249 of Deeds, in the Office of the County Recorder of said County, within a strip of land 50 feet wide lying 25 feet on each side of the following described center line: commencing at the intersection of the center lines of Scout Avenue and Clara Street, as said center lines are shown on map of tract No. 10948, recorded in book 193, pages 15 et seq. of maps, in the Office of the County recorder of said County; thence North 82° 42' 40" West along said center line of Clara Street 265.08 feet to the true point of beginning; thence North 42° 23' 00" East 370.97 feet. Excepting therefrom that portion thereof within the parcel of land described in Deed to Thomas Paul Wetzel, recorded as Document No. 1061 on November 13, 1943, in Book 10431, page 132, of official records, in the Office of the County Recorder of said County and those portions thereof within Florence Avenue and Clara Street of record.

PARCEL 2A:

That portion of above mentioned Lot 7 within the following described boundaries:

Beginning at the intersection of the Northwesterly line of above described parcel A, with the northerly line of above mentioned Clara Street; thence Northeasterly along said Northwesterly line 45.99 feet to the beginning of a curve concave to the North, tangent to said last mentioned line and tangent to a line parallel with and 10 feet Northerly, measured at right angles, from said Northerly line, and having a radius of 65 feet; thence Westerly along said curve 62.29 feet to said parallel line; thence along said curve 62.29 feet to said parallel line; thence Southerly at right angles to said parallel line to said Northerly line of Clara Street; thence Easterly in a direct line 26.74 feet to the point of beginning.
Parcels A and B to be known as Priam Drive.

Legal Description of 7706 Scout Avenue, Bell Gardens, CA

That portion of Lot 3 of Tract No. 1290, in the City of Bell Gardens, County of Los Angeles, State of California, as per map recorded in Book 20 page 155 of Maps, in the Office of the County Recorder of said County, described as follows:
Beginning at the intersection of the Southwesterly line of said Lot with the Southeasterly line of the Northwesterly 30 feet of said Lot; thence North 67° 02' 45" East along the Southeasterly line 306.61 feet to the true point of beginning; thence south 22° 57' 15" East 87.62 feet; thence North 57° 56' East 50.64 feet; thence North 22° 57' 15" West 79.50 feet to said Southeasterly line; thence south 67° 02' 45" along said Southeasterly line of 50 feet to the true point of beginning.

Legal Description of 7712 Scout Avenue, Bell Gardens, CA

That portion of Lot 3 of Tract 1290, in the City of Bell Gardens, County of Los Angeles, State of California, as per map recorded in Book 21 page 155 of Maps, in the Office of the County Recorder of said County, described as follows:
Beginning at the intersection of the Southwesterly line of said Lot with the Southeasterly line of the Northwesterly 30 feet of said Lot; thence North 67° 02' 45" East along the Southeasterly line 306.61 feet to the true point of beginning; thence South 22° 57' 15" East 87.22 feet; thence South 57° 56' West 42.28 feet to the most Easterly corner of the land described in the Deed to Frank C. Mancuso and wife, recorded January 17, 1950 as Instrument No. 601; recorded in Book 31988 page 1, Official Records; thence North 22° 57' 15" West along the Northeasterly line of said land of Mancuso 94.32 feet to the most Northerly corner thereof; thence North 57° 02' 45" East along said Southeasterly line of the Northwesterly 30 feet of said Lot, a distance of 41.75 feet to the true point of beginning.

Legal Description of 7716 Park Lane (also referred to as 7716 Scout Avenue), Bell Gardens, CA

That portion of Lot 3 of Tract 1290, in the City of Bell Gardens, County of Los Angeles, State of California, as per map recorded in Book 20 page 155 of Maps, in the Office of the County Recorder of said County, lying within the following boundaries:
Beginning at a point in the Southeasterly line of Scout Avenue, as shown on County Surveyor's Map No. B-1008 distant North 67° 02' 45" East thereon 223.11 feet from the

Southwesterly line of said Lot 3; thence South 22° 57' 15" East 98 feet; thence South 59° 40' 44" East 19.13 feet; thence North 31° 30' 30" East 31.49 feet; thence North 57° 56' East 4.70 feet; thence North 22° 57' 15" West 94.32 feet to the said Easterly line of Scout Avenue, thence South 67° 02' 45" East thereon 41.75 feet to the point of beginning.

Legal Description of 7720 Park Lane (also referred to as 7720 Scout Avenue), Bell Gardens, CA

That portion of Lot 3 of Tract No. 1290, in the City of Bell Gardens, County of Los Angeles, State of California, as per map recorded in Book 20 page (s) 155 of Maps, lying within the following described boundaries:
Beginning at a point in the Easterly line of Scout Avenue, as shown on County Surveyor's Map No. B-1008 distant Northerly 150 feet from the Southerly line of said Lot 3; thence North 67° 02' 45" East 73.11 feet; thence South 22° 57' 15" East 98 feet; thence north 59° 40' 44" West 122.26 feet to the point of beginning.

END OF LEGAL DESCRIPTION

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 luke warm 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; weather stripping 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 DISPOSAL: 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.

TREES AND SHRUBS: Trimmed and pruned in season; no obstruction of walkways or overhang.

EXHIBIT "D" TO CC&RS

Community Development Commission of the County of Los Angeles
PREVENTIVE MAINTENANCE STANDARDS
(HOME – PROJECT NO. HE0080)

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
	Brick walls, stucco walls and steel sash	5 years

EXHIBIT "E" TO CC&RS

SUPPORTIVE SERVICES AGREEMENT
(HOME – PROJECT NO. HE0080)

It is the intent of the developer to provide supportive/social services that will meet the needs of residents of the proposed project. As such, the following is a plan for services:

Over the course of the last year, Southern California Housing has developed a contract with the Hope Through Housing Foundation and an agreement with the City of Bell Gardens to provide a full spectrum of services to the residents of it's the Bell Gardens Senior Apartments and to the Seniors of the City of Bell Gardens. As in all of the communities it serves, Hope Through Housing will partner with local, community-based organizations to provide critical services for these senior residents.

The Senior Center will be located within the Bell Gardens Senior Apartment Community. Computers will be provided and will be equipped with the complete Microsoft "Office Suite" and Internet access. A self-paced, CD-ROM based instructional series covering the Windows operating system, Office Suite and Internet Explorer will be used to familiarize program participants who are interested with the computer. Assistance will be provided to help the residents create and manage their own "web-based" email account also.

Working with the County of Los Angeles' Senior Employment Program, and in partnership with the Career Institute, HTH will establish a "Job Club". The Job Club will bring career counseling services to residents of the apartment community and community at-large, as well as information on available jobs and volunteer opportunities.

Transportation services will continue to be provided by local agencies. Transportation to medical appointments, grocery/pharmacy shopping, senior center activities, field trips, and volunteer opportunities will be coordinated.

Health insurance providers, such as Health Net, Aetna and SCAN will come to the site frequently to meet with program participants to discuss any health concerns they may have. Basic health screenings – blood pressure, stroke, cholesterol, etc – will be available, in addition to annual flu shots.

It is anticipated that the local IRS office will host the Volunteer Income Tax Assistance (VITA) program onsite, to ensure that eligible residents of the City of Bell Gardens apply for the Earned Income Credit. Receiving this credit will provide additional income assistance to these residents.

In addition, regular social activities, such as bingo, various card games, reading circles, holiday activities, etc. will be coordinated with the program team.

The City of Bell Gardens will provide staffing and resources for the implementation of its senior programs that have traditionally been offered in the city. These include, but are not limited to, Bingo, Bus Trips, Meals, Arts & Crafts, etc.

The developer has also had conversations with Human Services Administration, a social service agency located directly adjacent to the east of the proposed project. HSA proposes coordinating its meal and counseling programs to interface with those provided by the City of Bell Gardens and Hope Through Housing to aid in providing a comprehensive social service package to the residents and to the City as a whole.

EXHIBIT "F" TO LOAN AGREEMENT

PROJECT DESCRIPTION

(HOME – PROJECT NO. HE0080)

This project was selected for funding through the Commission's year-round HOME RFP process. The $2,385,393 construction and permanent HOME Loan awarded to this project will be subordinated to the construction and permanent financing provided by Wells Fargo Bank and the permanent financing provided by the City of Bell Gardens. The HOME Loan will be senior to the permanent financing provided by the City of Industry, should such financing be awarded to this project. The project sponsor is Southern California Housing Development Corporation of Los Angeles (SCHDCLA), a 501(c)3 non-profit corporation and a Community Housing Development Organization (CHDO). SCHDCLA will serve as the general manager of the final ownership entity, Bell Gardens Housing Partners, L.P., which is a tax credit limited partnership.

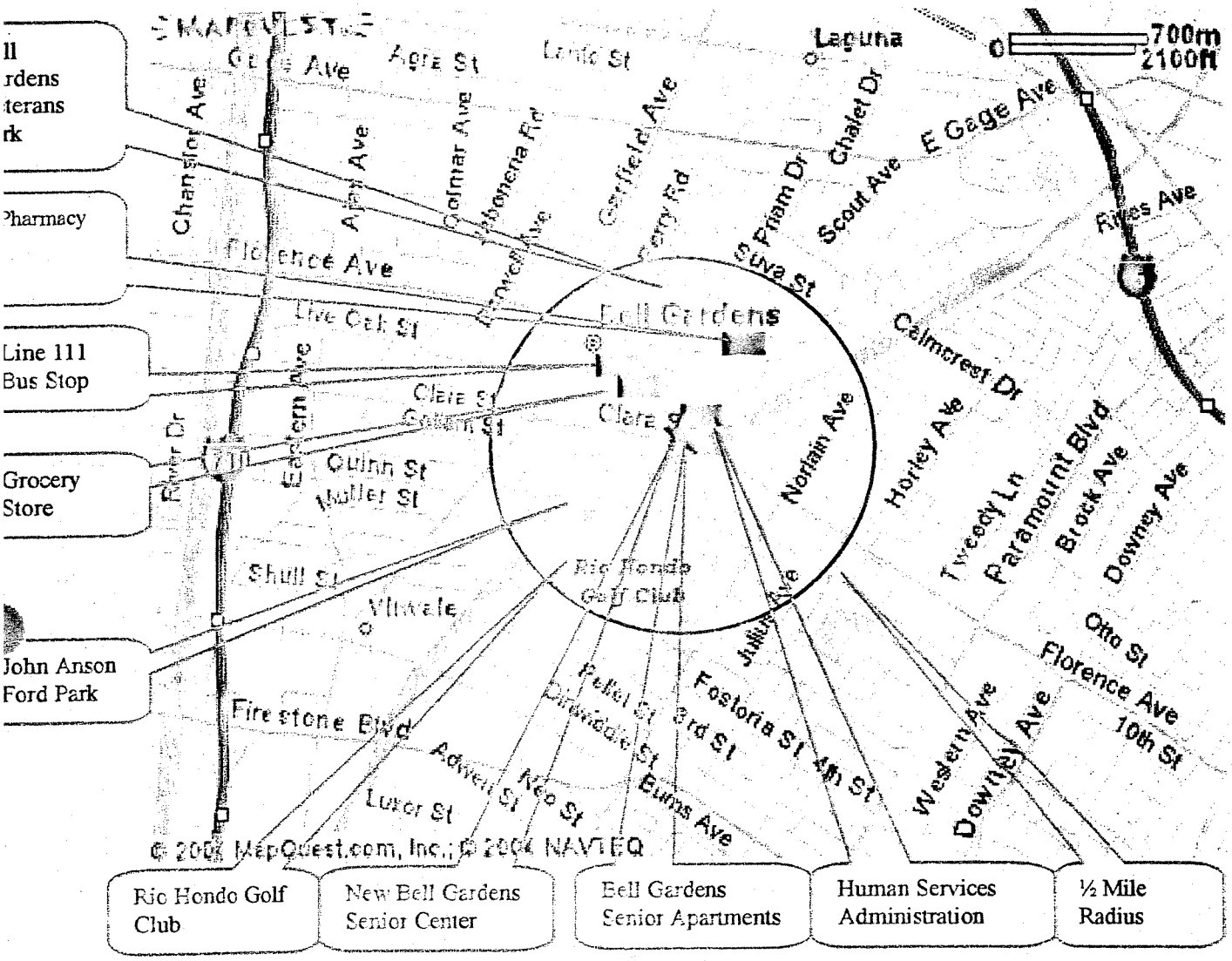
The project is located at 7706 – 7712 Scout Avenue, 7716 – 7720 Park Lane and 6712 Clara Street in the City of Bell Gardens. It will consist of 71 units of affordable housing for seniors at least 55 years of age, with an additional unit reserved for an on-site manager. Sixty-five of the units will consist of one bedroom, and six of these units will consist of two bedrooms. An additional two-bedroom unit will be reserved for an on-site manager. All 71 affordable units will be reserved for senior households earning up to 50% of the area median income ("AMI"). These 71 units shall be referred to as the "Assisted Units" for the purposes of this HOME Loan Agreement.

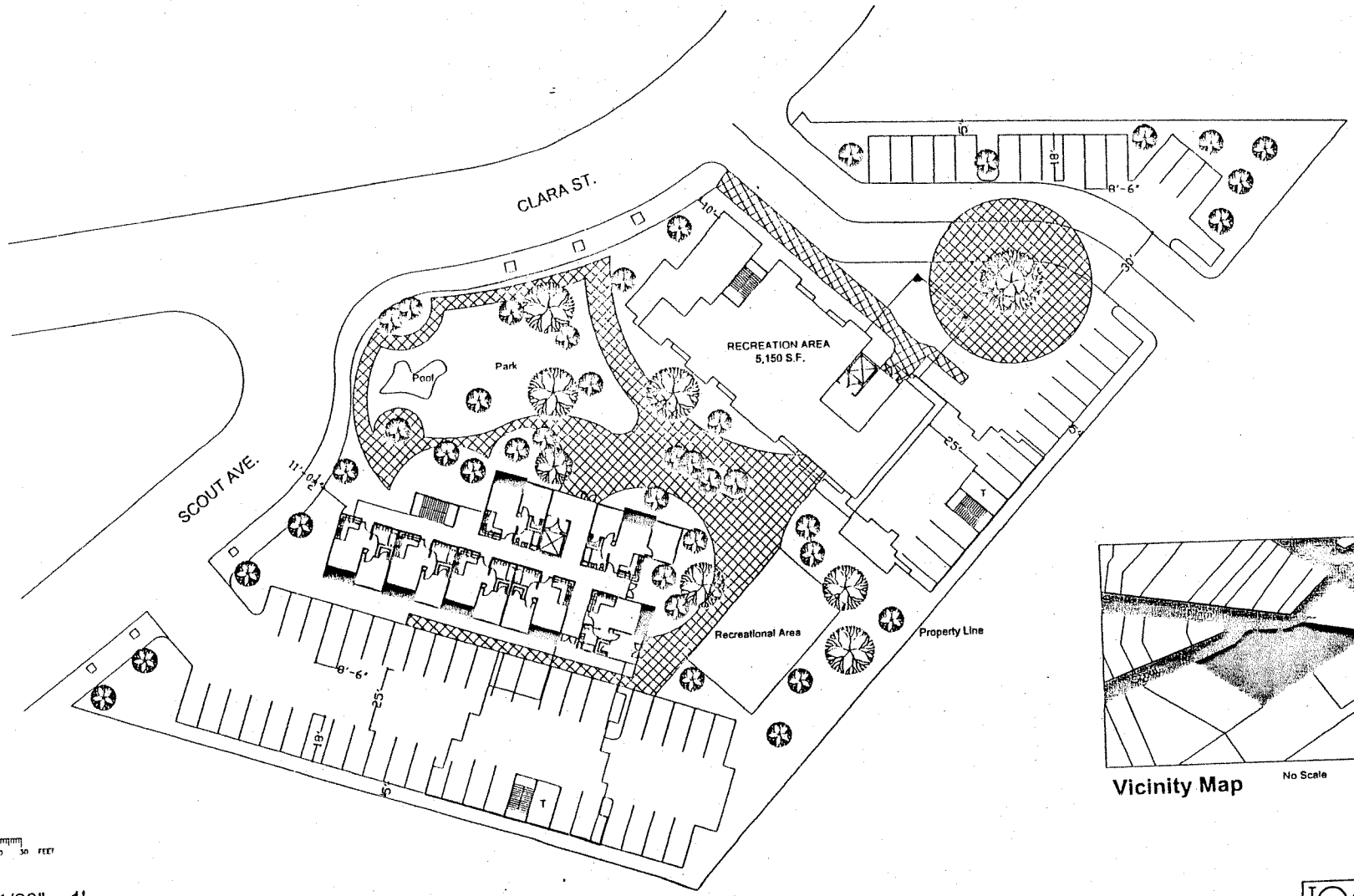
EXHIBIT "G" TO LOAN AGREEMENT

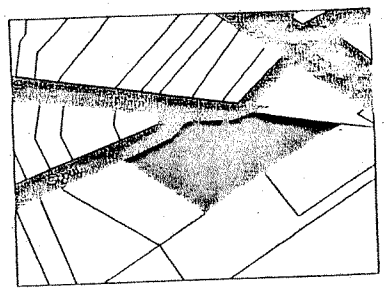
SITE PLANS & ELEVATIONS
(HOME – PROJECT NO. HE0080)

(Please see attached pages)

Bell Gardens Senior Apartments
Surrounding Area Map







Vicinity Map No Scale

2

20 0 10 20 30 FEET

Site Plan 1/20" = 1'

BELL GARDENS SENIORS

Bell Gardens, California

Prepared for:

City of Bell Gardens / Southern California Housing

06.16.04

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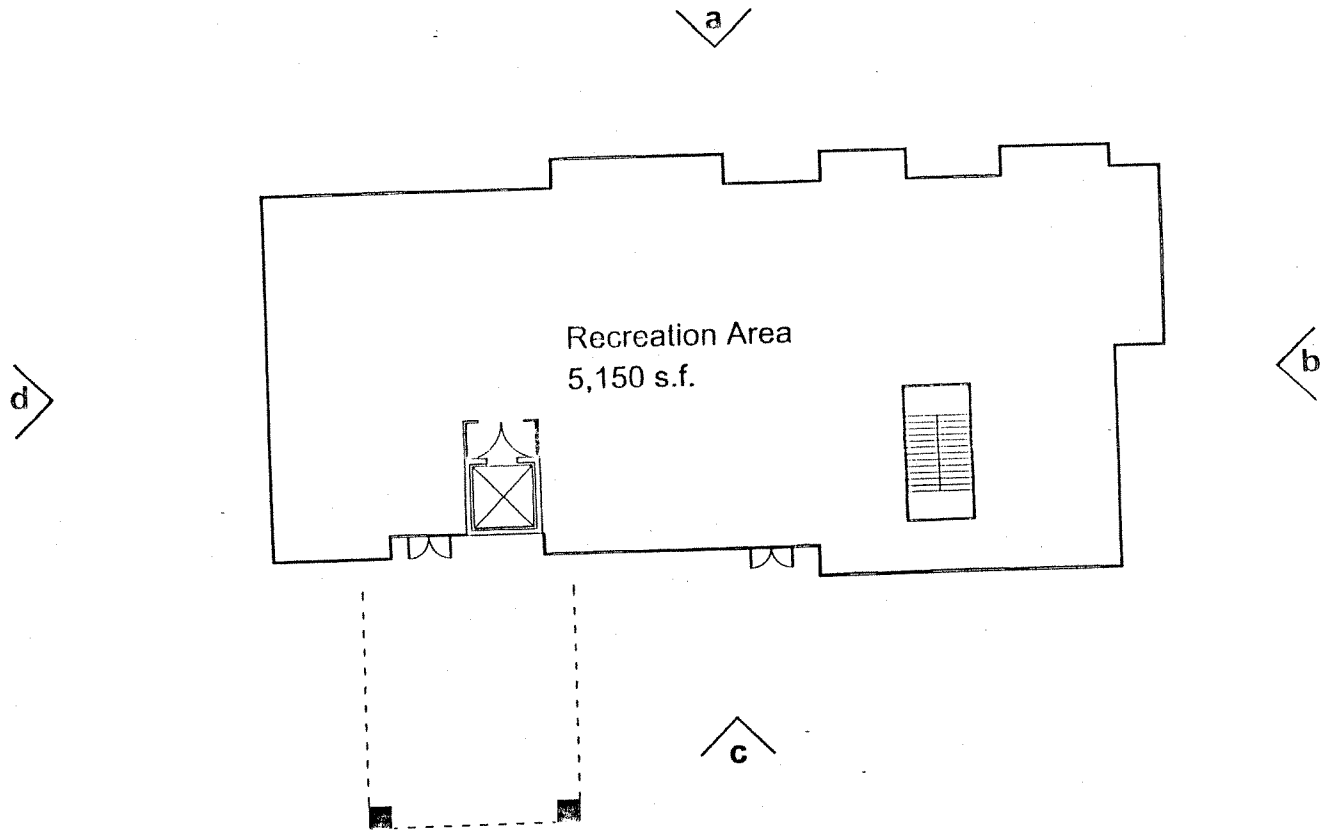

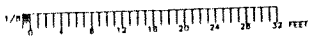

Ground Level Plan A 1/8" = 1'

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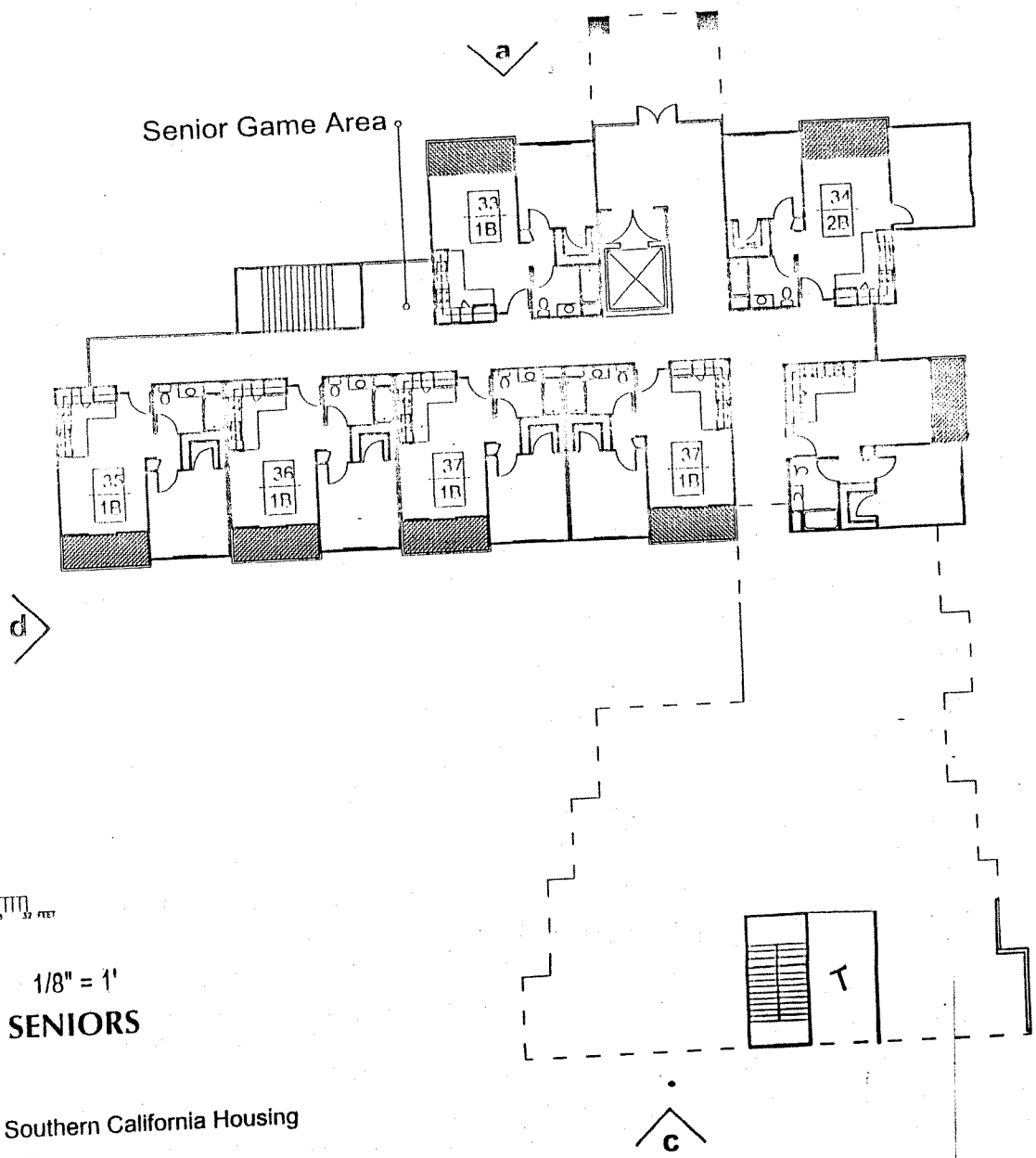

Ground Level Plan B 1/8" = 1'

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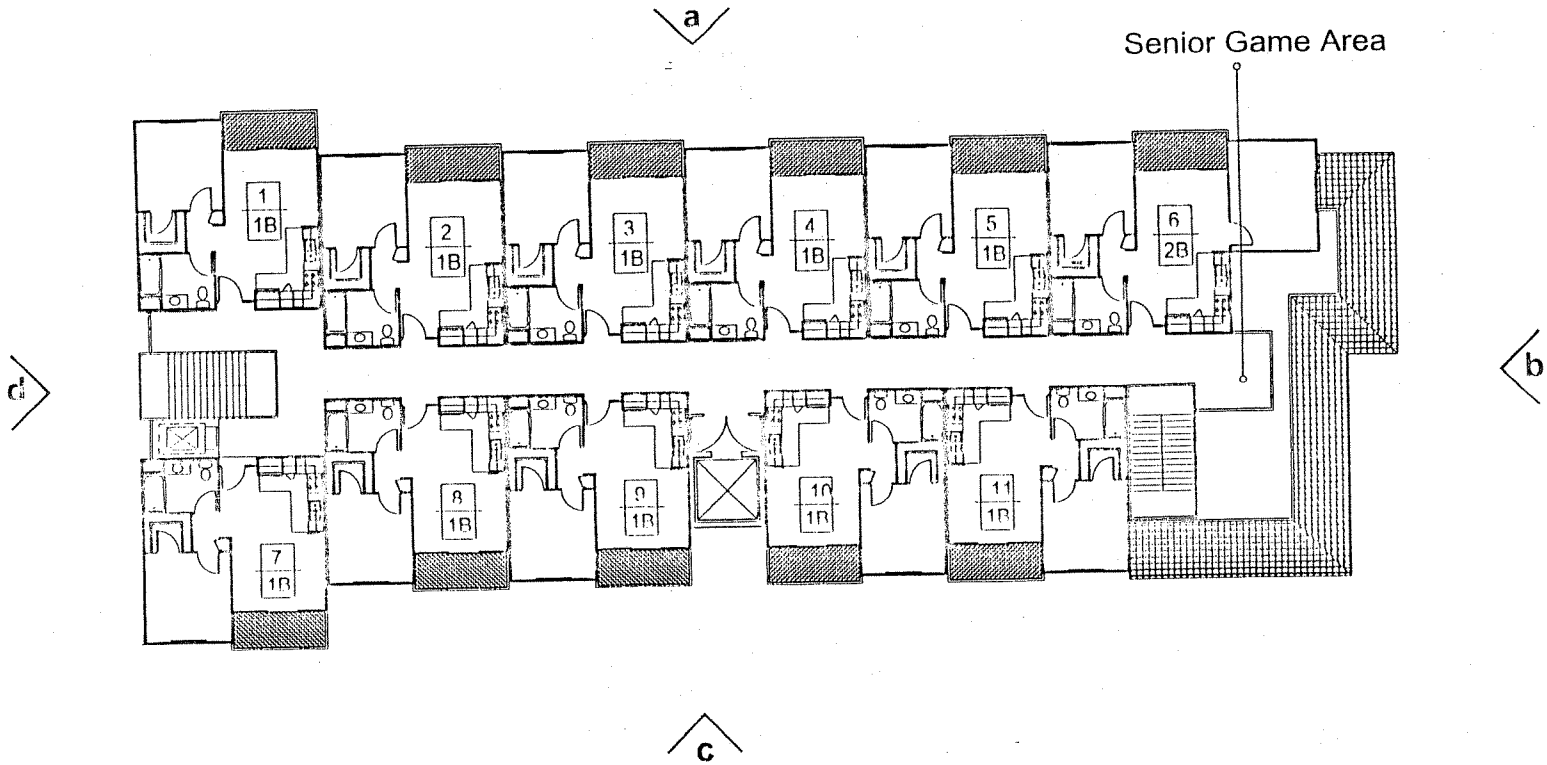

2nd & 3rd Level Plan A 1/8" = 1'

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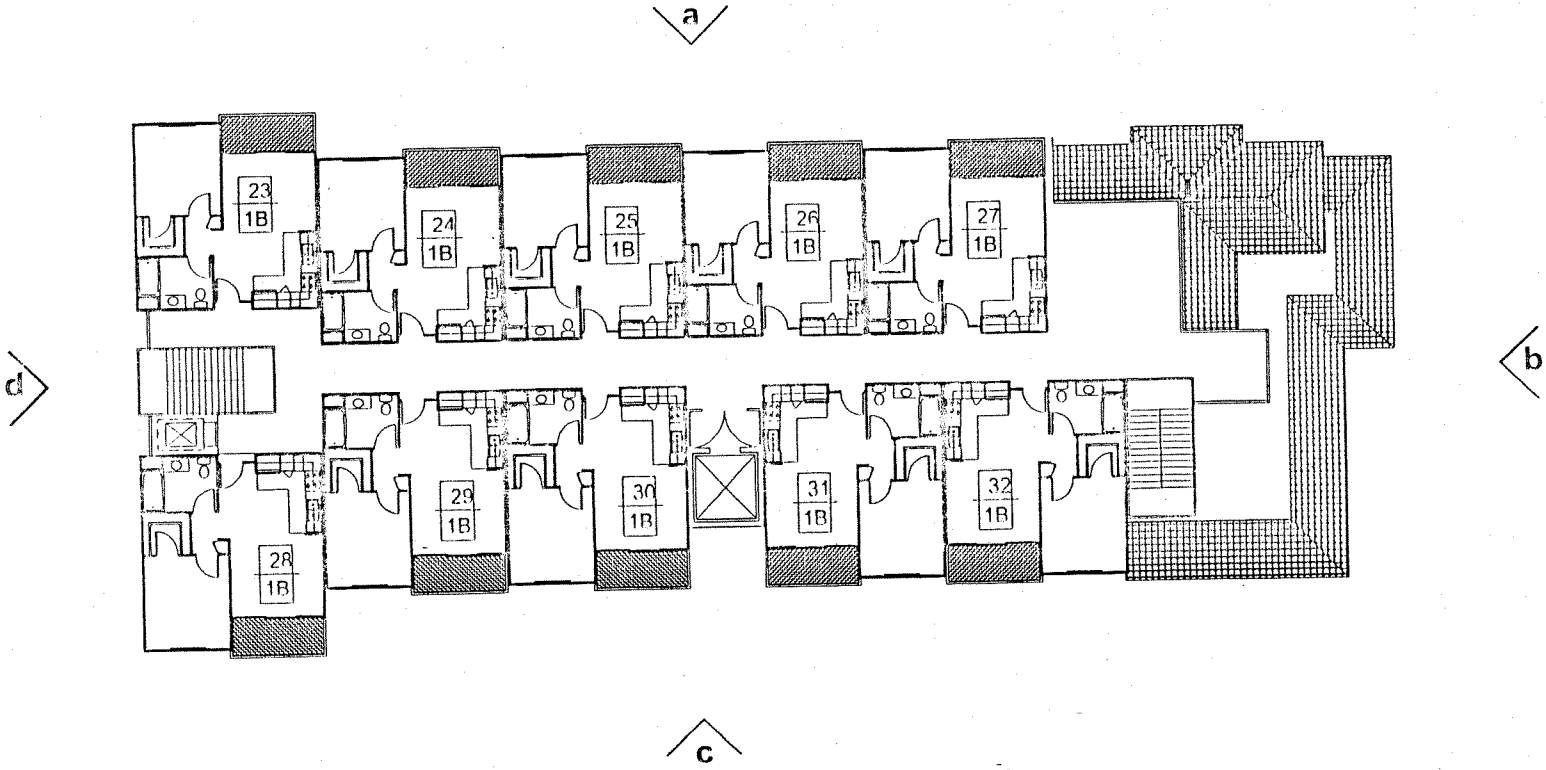

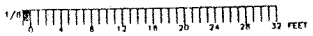

4th Level Plan A 1/8" = 1'

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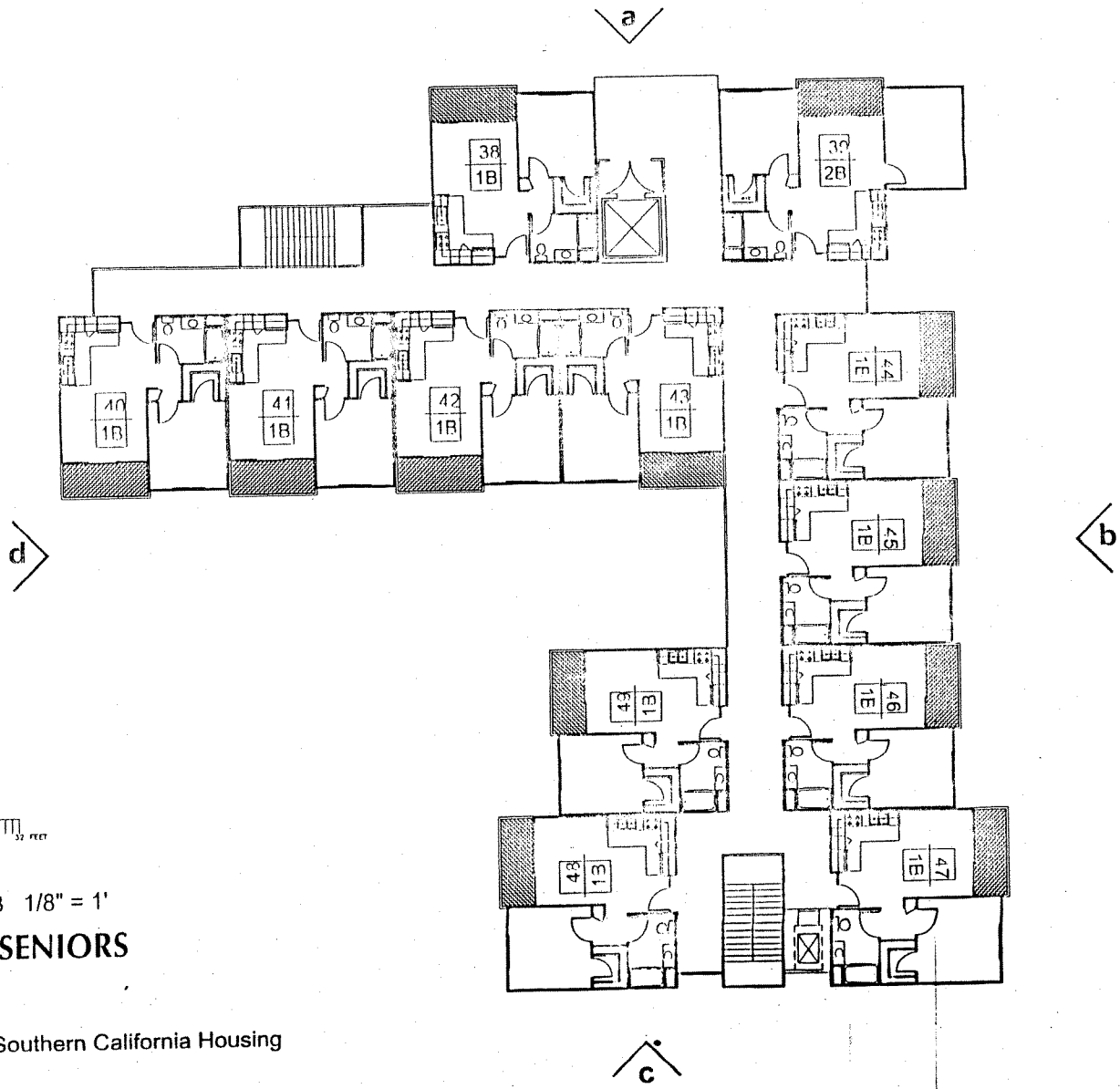

2nd & 3rd Level Plan B 1/8" = 1'

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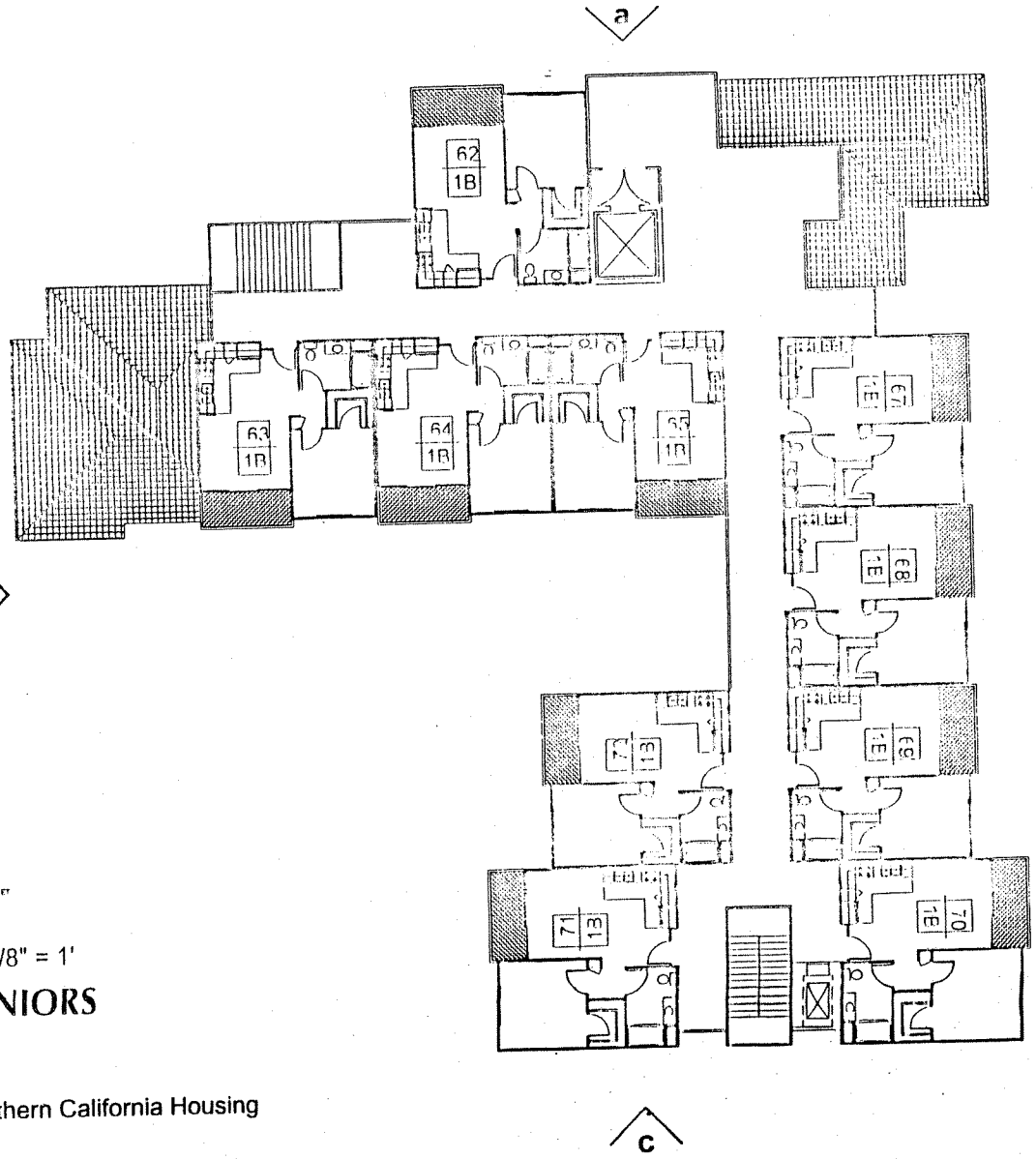

4th level Plan B 1/8" = 1'

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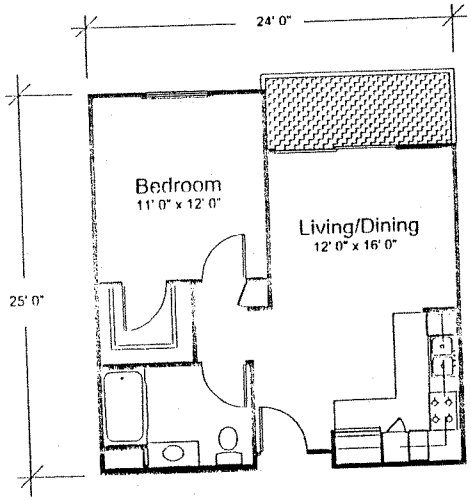
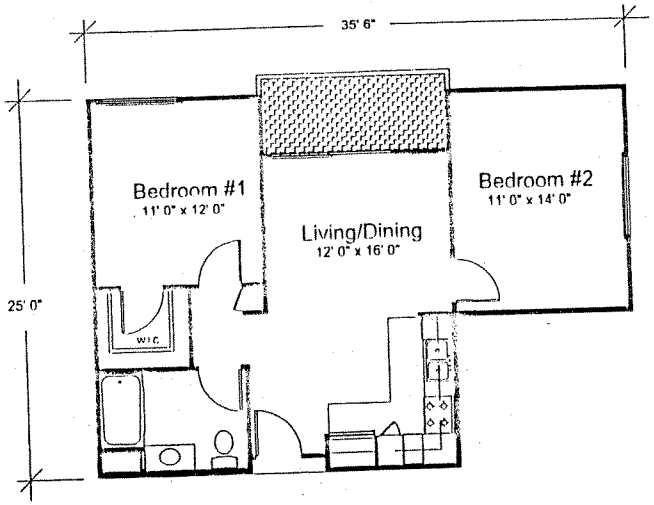
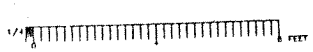


1B 550 s.f.



2B 723 s.f.



Unit Plans 1/4" = 1'

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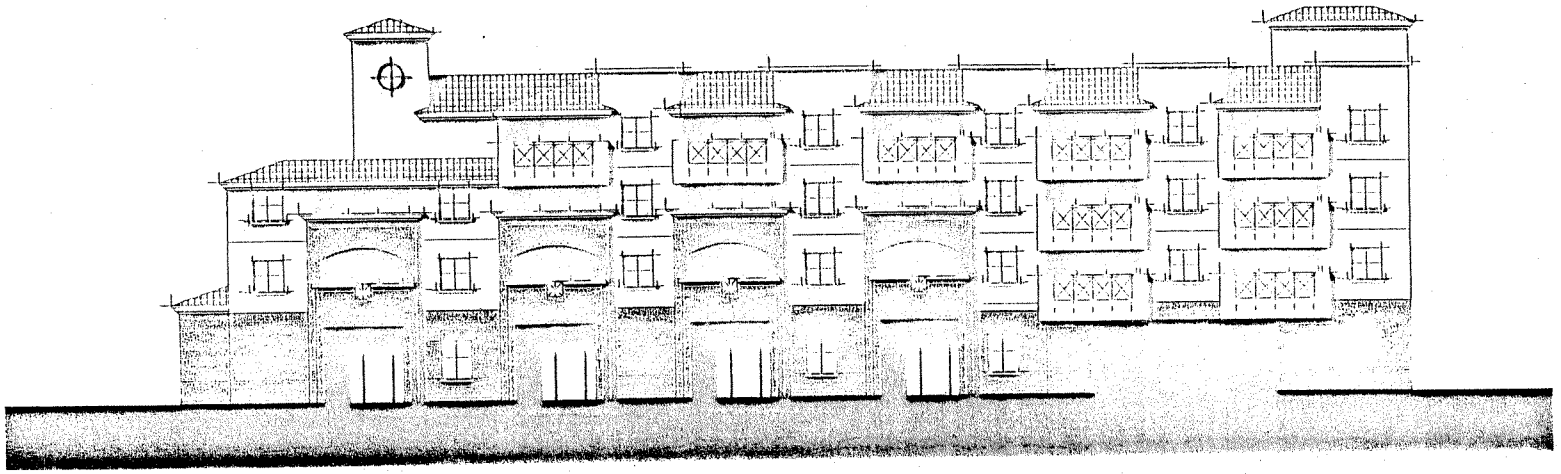

1/8" 0 4 8 12 16 20 24 28 32 FEET

Elevation A - a 1/8" = 1'

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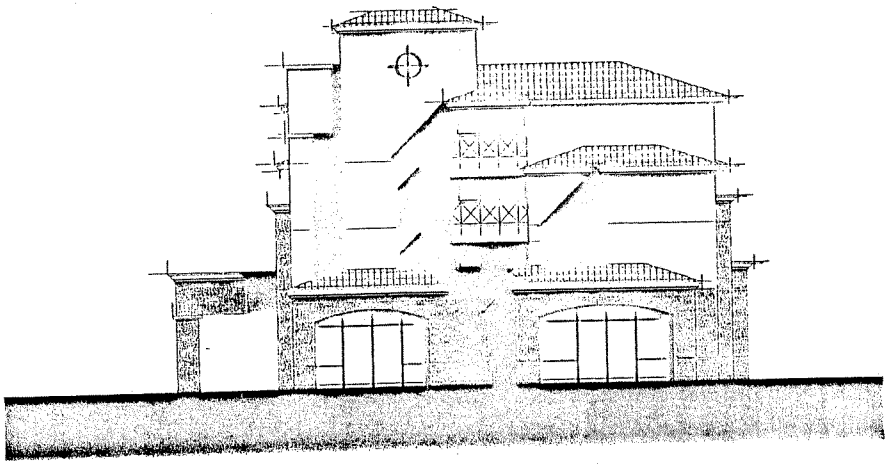

Elevation A - b 1/8" = 1'

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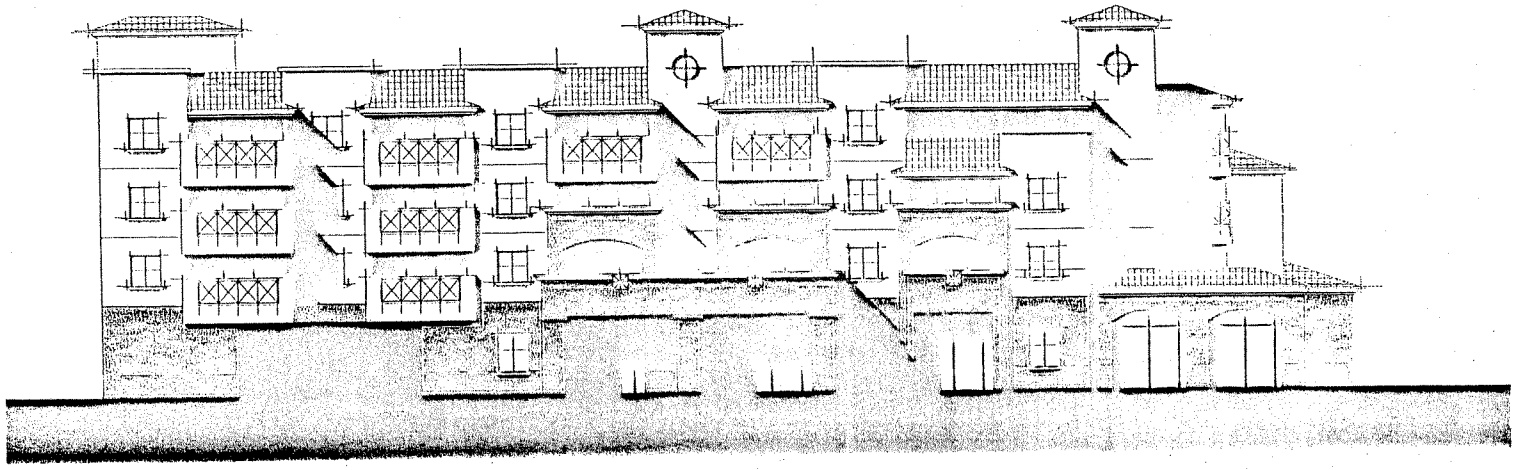

Elevation A - c 1/8" = 1'

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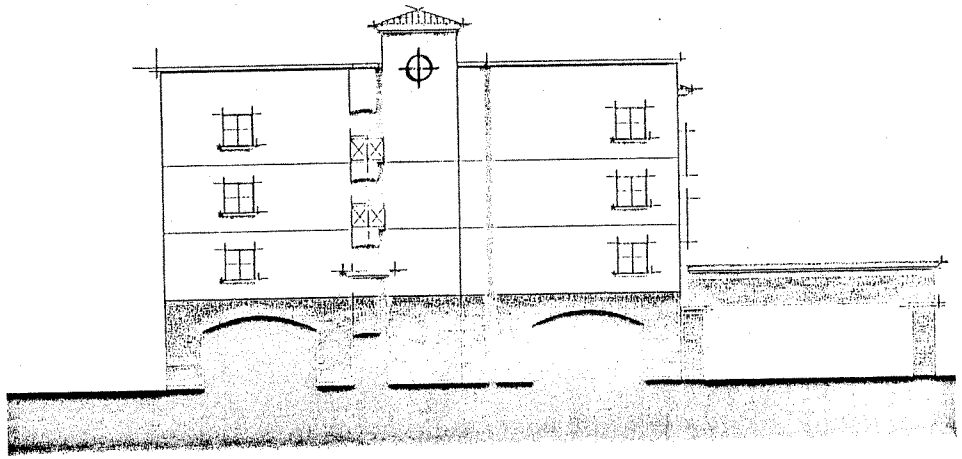

1/8" 0 4 8 12 16 20 24 28 32 FEET

Elevation A - d 1/8" = 1'

BELL GARDENS SENIORS

Bell Gardens, California

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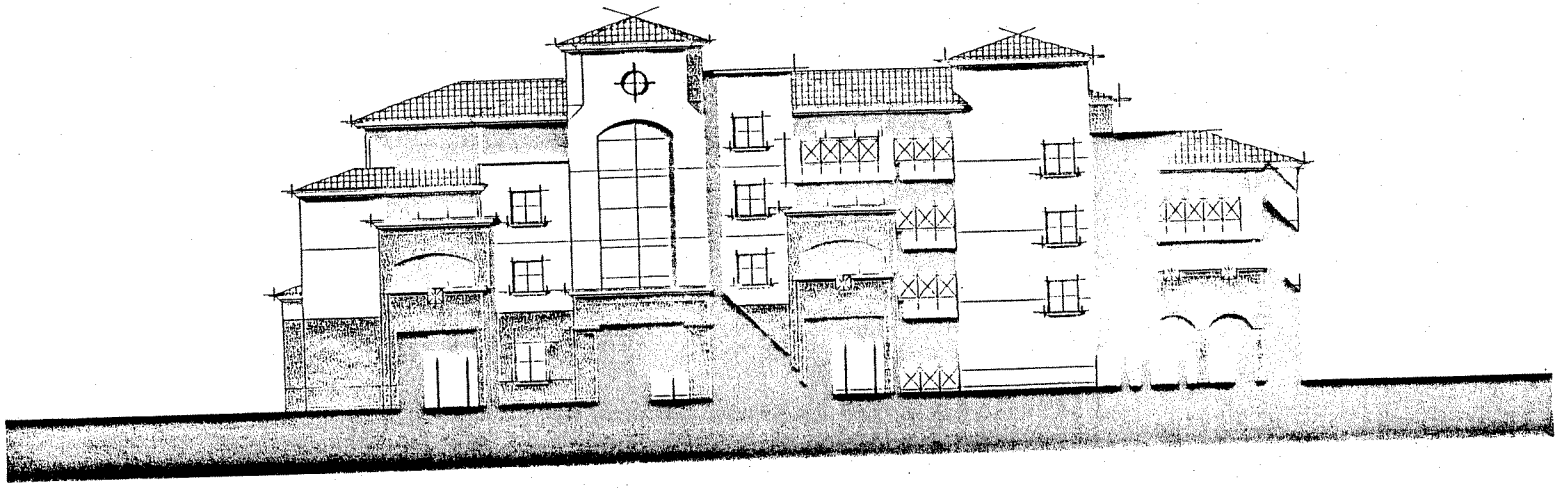

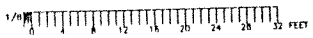

Elevation B - a 1/8" = 1'

BELL GARDENS SENIORS

Bell Gardens, California

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Old Pasadena, CA 91105
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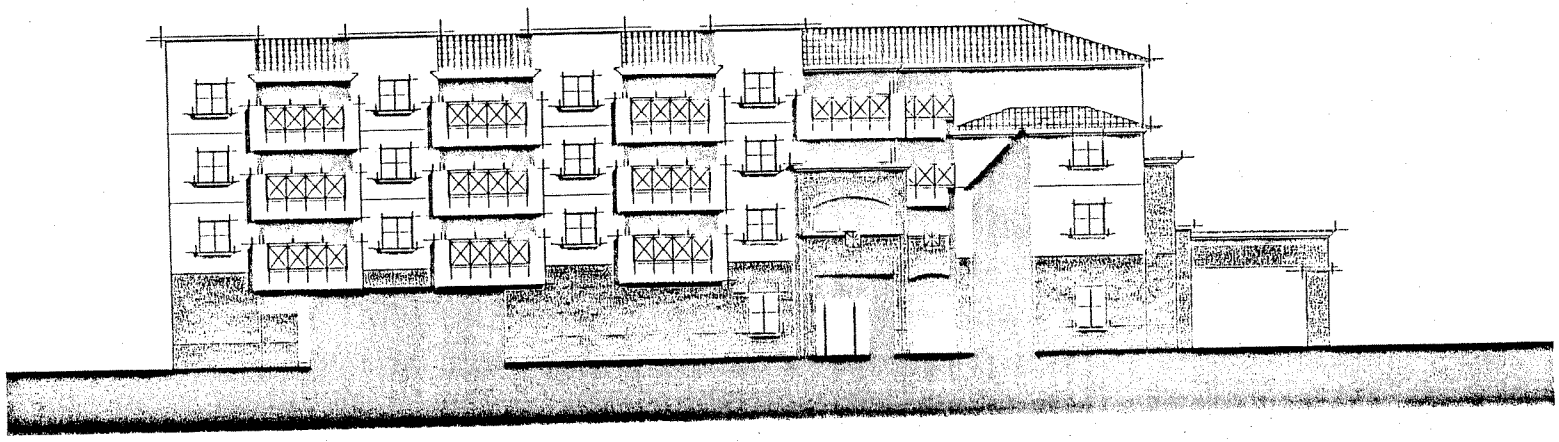


1/8" 0 4 8 12 16 20 24 28 32 FEET

Elevation B - b 1/8" = 1'

BELL GARDENS SENIORS

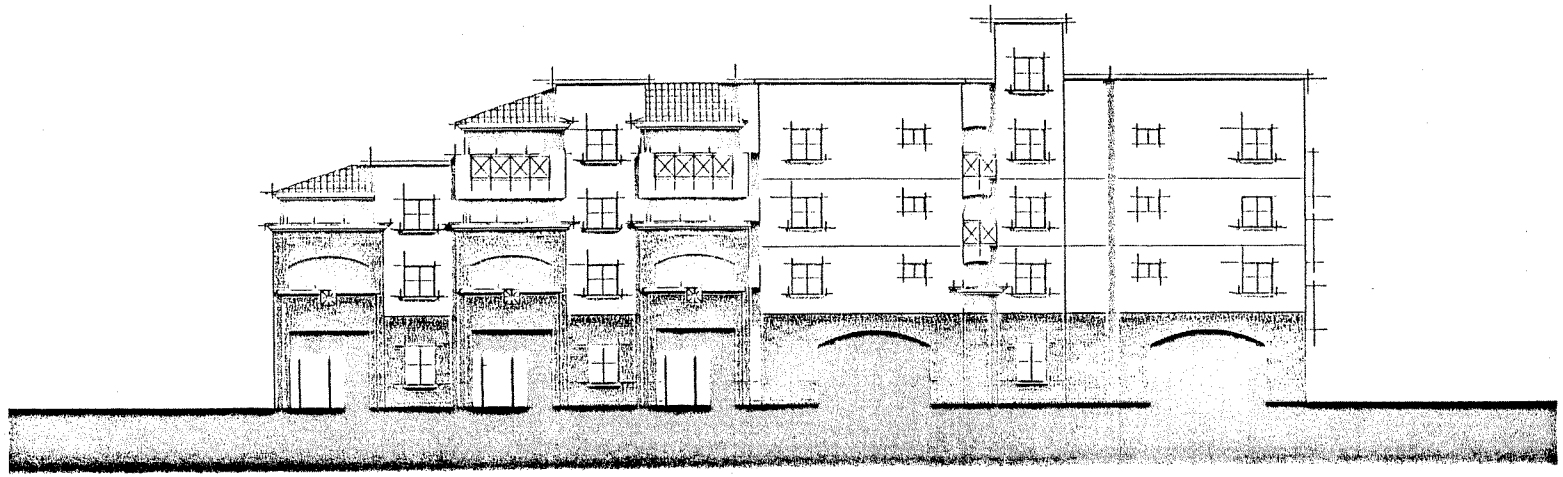
Bell Gardens, California

Prepared for:

City of Bell Gardens / Southern California Housing

06.16.04

TOGAWA & SMITH INC.
ARCHITECTS
44 West Green Street
Old Pasadena, CA 91105
626.449.4440/449.4446 FAX



Elevation B - c 1/8" = 1'

BELL GARDENS SENIORS

Bell Gardens, California

Prepared for:

City of Bell Gardens / Southern California Housing

06.16.04

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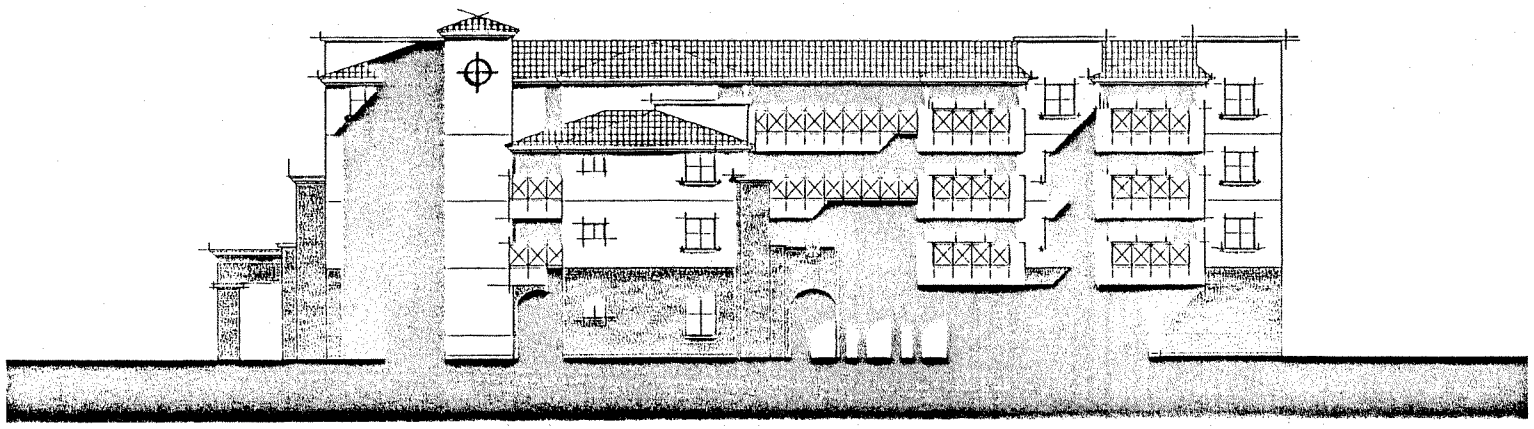
TOGAWA & SMITH INC.
ARCHITECTS
44 West Green Street
Old Pasadena, CA 91105
[illegible] FAX



Elevation B - d 1/8" = 1'

BELL GARDENS SENIORS

Bell Gardens, California

Prepared for:

City of Bell Gardens / Southern California Housing

06.16.04

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44 West Green Street
Old Pasadena, CA 91105
626.449.4449/449.4440 FAX

EXHIBIT "H" TO THE LOAN AGREEMENT

APPROVED DEVELOPMENT BUDGET

(Please see attached sheets)

DEVELOPMENT COSTS

Project Name: *BELL GARDENS SR HOUSING - 4% LIHTC*
Project Address: *Cnr of CLARA & SCOUT AV, BELL GARDENS*
Developer: *SOCAL HOUSING*

17-Mar-2005

Number of Dwelling Units:	72	Gross Building Area (sf)			60,520
		TOTAL COST	$ PER UNIT	$ PER SF BUILDING	% OF TOTAL
1. ACQUISITION COSTS:					
Land/Relocation		$2,212,203	$30,725.04	$36.55	15.63%
Closing Costs		$0	$0.00	$0.00	0.00%
Appraisal		$0	$0.00	$0.00	0.00%
Holding Costs		$0	$0.00	$0.00	0.00%
TOTAL ACQUISITION COSTS		$2,212,203	$30,725.04	$36.55	15.63%
2. FEES/PERMITS & STUDIES					
Building Fees and Permits		$140,000	$1,944.44	$2.31	0.99%
Surveys/Soils/Traffic		$35,000	$486.11	$0.58	0.25%
Environmental Documentation		$13,000	$180.56	$0.21	0.09%
Arch. & Engineering Fees					
Design		$400,000	$5,555.56	$6.61	2.83%
Reimbursables		$25,000	$347.22	$0.41	0.18%
Subtotal:		$425,000	$5,902.78	$7.02	3.00%
TOTAL FEES/PERMITS & STUDIES		$613,000	$8,513.89	$10.13	4.33%
3. DIRECT CONSTRUCTION COSTS:					
Demolition		$50,000	$694.44	$0.83	0.35%
Residential Construction		$6,765,250	$93,961.81	$111.79	47.81%
Onsite Improvements		$917,189	$12,738.73	$15.16	6.48%
Common Areas		$0	$0.00	$0.00	0.00%
Off-Site Improvements/Undergrounding		$0	$0.00	$0.00	0.00%
Subtotal:		$7,732,439	$107,394.99	$127.77	54.64%
Contractor's Overhead & Profit		$468,000	$6,500.00	$7.73	3.31%
Subtotal:		$8,200,439	$113,894.99	$135.50	57.95%
General Conditions		$431,670	$5,995.42	$7.13	3.05%
Contractor Const Contingency		$153,649	$2,134.01	$2.54	1.09%
Subtotal:		$8,785,758	$122,024.42	$145.17	62.09%
Owner Const Contingency	5.00%	$439,288	$6,101.22	$7.26	3.10%
TOTAL DIRECT CONSTRUCTION COSTS		$9,225,046	$128,125.64	$152.43	65.19%
4. INDIRECT CONSTRUCTION COSTS					
Developer's Fee		$660,000	$9,166.67	$10.91	4.66%
Deferred Developer's Fee		$290,000	$4,027.78	$4.79	2.05%
SubTotal Developer's Fee		$950,000	$13,194	$16	$0
Development Consultant		$0	$0.00	$0.00	0.00%
Construction Manager		$0	$0.00	$0.00	0.00%
Builders Risk/Liability Insurance		$207,564	$2,882.83	$3.43	1.47%
Real Estate Taxes		$15,000	$208.33	$0.25	0.11%
Legal - Organizational		$35,000	$486.11	$0.58	0.25%
Legal - Syndication		$0	$0.00	$0.00	0.00%
Accounting/Inspection		$30,000	$416.67	$0.50	0.21%
Relocation		$0	$0.00	$0.00	0.00%
Indirect Construction Costs Contingency		$50,000	$694.44	$0.83	0.35%
TOTAL INDIRECT CONSTRUCTION COSTS		$1,287,564	$4,688.38	$5.58	2.39%
5. RENT-UP COSTS					
Marketing/Advertising Expense		$30,000	$416.67	$0.50	0.21%
Lease-up Reserve		$0	$0.00	$0.00	0.00%
Capitalized Replacement Reserve		$0	$0.00	$0.00	0.00%
Capitalized Operating Reserve		$25,000	$347.22	$0.41	0.18%
Common Area Furnishings		$45,000	$625.00	$0.74	0.32%
TOTAL RENT-UP/MARKETING COSTS		$100,000	$1,388.89	$1.65	0.71%
6. FINANCING COSTS					
Construction Loan Interest		$362,375	$5,032.99	$5.99	2.56%
Construction Loan Fees		$87,500	$1,215.28	$1.45	0.62%
Appraisal/Market Study		$15,500	$215.28	$0.26	0.11%
Lender Legal		$60,000	$833.33	$0.99	0.42%
Permanent Loan Fees/Closing Costs		$21,000	$291.67	$0.35	0.15%
Tax Credit Allocation Fee		$38,909	$540.40	$0.64	0.27%
Predev Loan Costs		$15,000	$208.33	$0.25	0.11%
Bond Issuance Costs		$75,000	$1,041.67	$1.24	0.53%
Title and Recording (Constr./Perm.)		$37,500	$520.83	$0.62	0.27%
TOTAL FINANCING COSTS		$712,784	$9,899.77	$11.78	5.04%
7. SUBTOTAL DEVELOPMENT COSTS		$11,938,393	$152,616.57	$181.57	84.37%
TOTAL LAND COSTS		$2,212,203	$30,725.04	$36.55	15.63%
TOTAL DEVELOPMENT COSTS		***$14,150,596***	***$183,341.61***	***$218.12***	***100.00%***

Construction estimates are subject to change and may be revised due to entitlement issues, changes in construction standards, architectural and engineering requirements, and other unforseen circumstances.

SOURCES & USES OF FUNDS

3/30/2005 14:57

Project Name: *BELL GARDENS SR HOUSING - 4% LIHTC*
Project Address: *Cnr of CLARA & SCOUT AV, BELL GARDENS*
Developer: *SOCAL HOUSING*

Revised:
3/17/2005

SOURCES: CONSTRUCTION		USES:	
Tax-Exempt Const Loan	$7,000,000	Acquisition Costs/Closing (1)	$2,212,203
Bell Gardens CDC Loan	$3,812,203	Architecture/Fees & Permits	$613,000
LIHTC Equity - 4%	$1,286,400	Construction Cost	$9,225,046
LACDC HOME Funds	$2,385,393	Indirect Construction/Legal	$322,564
	($1,298,308)	Developer's Fee	$60,000
		Rent-Up Costs/Reserves	$75,000
		Financing Costs	$677,875
TOTAL	**$13,185,688**		**$13,185,688**

SOURCES: PERMANENT		USES:	
Tax-Exempt Perm Loan	$1,600,000	Acquisition Costs/Closing (1)	$2,212,203
Deferred Dev Fee	$290,000	Architecture/Fees & Permits	$613,000
LIHTC Equity - 4%	$4,288,000	Construction Cost	$9,225,046
AHP Loan	$275,000	Indirect Construction/Legal	$337,564
Bell Gardens CDC Loan	$3,812,203	Developer's Fee	$950,000
Industry Funds	$1,500,000	Rent-Up Costs/Reserves	$100,000
LACDC HOME Funds	$2,385,393	Financing Costs	$712,784
	$0		
TOTAL	**$14,150,596**		**$14,150,596**

(1) City of Bell Gardens is purchasing the land and ground leasing to the partnership.

OPERATING EXPENSES

Project Name: ***BELL GARDENS SR HOUSING - 4% LIHTC***
Project Address: ***Cnr of CLARA & SCOUT AV, BELL GARDENS***
Developer: ***SOCAL HOUSING***

3/17/2005

	ANNUAL 72	MONTHLY	PER UNIT	UNIT/MO.	% TOTAL
1. MANAGEMENT					
Contract Management Fee	$34,560	$2,880.00	$480.00	$40.00	12.27%
TOTAL MANAGEMENT	$34,560	$2,880.00	$480.00	$40.00	12.27%
2. ADMINISTRATION					
Marketing	$500	$41.67	$6.94	$0.58	0.18%
Audit	$9,500	$791.67	$131.94	$11.00	3.37%
Legal	$1,000	$83.33	$13.89	$1.16	0.36%
Office Expenses	$15,000	$1,250.00	$208.33	$17.36	5.33%
TOTAL ADMINISTRATION	$26,000	$2,166.67	$361.11	$30.09	9.23%
3. SALARIES AND BENEFITS					
On-Site Manager	$30,000	$2,500.00	$416.67	$34.72	10.65%
Maintenance Personnel	$27,000	$2,250.00	$375.00	$31.25	9.59%
Janitorial Personnel	$0	$0.00	$0.00	$0.00	0.00%
Case Manager	$0	$0.00	$0.00	$0.00	0.00%
Housekeepers	$0	$0.00	$0.00	$0.00	0.00%
Payroll Txs, Ins & Wkr. Comp.	$20,805	$1,733.75	$288.96	$24.08	7.39%
TOTAL SALARIES	$77,805	$6,483.75	$1,080.63	$90.05	27.63%
4. MAINTENANCE					
Supplies	$3,600	$300.00	$50.00	$4.17	1.28%
Repairs Contract	$2,400	$200.00	$33.33	$2.78	0.85%
Pest Control	$1,800	$150.00	$25.00	$2.08	0.64%
Grounds Contract	$6,000	$500.00	$83.33	$6.94	2.13%
Turnover Costs	$4,200	$350.00	$58.33	$4.86	1.49%
Elevator	$4,200	$350.00	$58.33	$4.86	1.49%
TOTAL MAINTENANCE	$22,200	$1,850.00	$308.33	$25.69	7.88%
5. UTILITIES NOT PAID BY TENANTS					
Trash Removal	$7,200	$600.00	$100.00	$8.33	2.56%
Electricity	$30,000	$2,500.00	$416.67	$34.72	10.65%
Water/Sewer	$21,600	$1,800.00	$300.00	$25.00	7.67%
Gas	$6,000	$500.00	$83.33	$6.94	2.13%
TOTAL UTILITIES	$64,800	$5,400.00	$900.00	$75.00	23.01%
6. INSURANCE					
Property & Liability Insurance	$21,600	$1,800.00	$300.00	$25.00	7.67%
TOTAL INSURANCE	$21,600	$1,800.00	$300.00	$25.00	7.67%
7. TAXES/RESERVES					
Real Estate Taxes	$3,000	$250.00	$41.67	$3.47	1.07%
Replacement Reserves	$21,600	$1,800.00	$300.00	$25.00	7.67%
TOTAL TAXES	$24,600	$2,050.00	$341.67	$28.47	8.74%
8. OTHER					
Emergency Call Monitoring	$0	$0.00	$0.00	$0.00	0.00%
Partnership Mgt Fee	$10,000	$833.33	$138.89	$11.57	3.55%
Resident Activities	$0	$0.00	$0.00	$0.00	0.00%
TOTAL OTHER	$10,000	$833.33	$138.89	$11.57	3.55%
TOTAL OPERATING EXPENSES	**$281,565**	**$23,464**	**$3,910.63**	**$325.89**	**100.00%**

EXHIBIT "I" TO LOAN AGREEMENT

HOME PROGRAM REQUIREMENTS
(HOME – PROJECT NO. HE0080)

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.

Architectural Barriers Act of 1968, As Amended (42 U.S.C. 4151) -- States that public (I.3., those intended to be accessible to the general public) buildings and conveyances financed with federal funds are designed, constructed, or altered to provide accessibility to the physically handicapped. Implementing regulations are found in 35 CFR Part 1190.

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.

SUMMARY OF FEDERAL PROGRAM REQUIREMENTS

WHAT SECTION 504 REQUIRES

Remove Physical Barriers

The usual standards for ensuring compliance with Section 504 are the Uniform Federal Accessibility Standards (UFAS), although deviations are permitted in specific circumstances.

Provide Program Accessibility

Individuals with handicaps must be able to find out about, apply for and participate in federally-assisted programs or activities.

Special communication systems may be needed for outreach and ongoing communication (e.g. Telecommunications Device for the Deaf (TDD); materials on tape or in Braille; accessible locations for activities and meetings)

Policies and procedures must be non-discriminatory (e.g., housing providers cannot ask people with handicap questions not asked of all applicants, screen individuals with handicaps differently or assess an individual's ability to live independently.)

Make Employment Accessible

Employers must not discriminate (e.g. cannot ask questions not asked to all applicants; cannot require physical examinations before making a job offer.)

Employers must remove physical and administrative barriers to employment

Employers must make reasonable accommodations for individuals with known handicaps

(e.g., job restructuring; providing readers or sign interpreters; making facilities accessible.)

Meet Administrative Requirements

If recipient(s) or sub recipient(s) have 15 or more employees, they must:

- -- Designate a Section 504 Coordinator
- -- Notify program participants and employees of non-discrimination policies.

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 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. 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.

7. 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.

8. 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:

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

EXHIBIT "K" TO LOAN AGREEMENT

ENVIRONMENTAL SPECIAL CONDITIONS

(HOME – PROJECT NO. HE0080)

(Please see attached pages)

EXHIBIT "K" TO LOAN AGREEMENT

ENVIRONMENTAL SPECIAL CONDITIONS
(HOME – PROJECT NO. HE0080)

(Please see attached pages)

ENVIRONMENTAL SPECIAL CONDITIONS

Title: Bell Gardens Senior Apartments
Project No. HE0080

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. **Zoning.** The property shall be re-zoned to R-3 prior to the construction of the proposed housing units.

2. **Hazards**. The creosote coated railroad ties located on the site, as identified in the February 20, 2001 Phase I Environmental Site Assessment prepared by RBF Consulting, shall be removed off-site and be properly disposed. Once removed, a visual of the area beneath the removed materials shall be conducted. Any stained soil observed underneath the removed materials shall be sampled. Appropriate measures shall be undertaken to treat or remove any contaminated soil.
   The National Emissions Standards of Hazardous Air Pollutants (NESHAP) mandates that building owners conduct an asbestos survey to determine the presence of asbestos containing materials (ACMs) prior to the commencement of any remedial work, including demolition. Prior to demolition, sampling shall be conducted as part of an asbestos survey. Demolition of the existing buildings must comply with State law, which requires remedial procedures where asbestos-related work involves 100 square-feet or more of ACMs.
   During demolition of the structures, if paint is separated from the building material, either chemically or physically, the paint waste should be evaluated independently from the building material to determine its proper management. It is recommended that the landfill operator be contacted in advance to determine any specific requirements that may exist regarding the disposal of lead-based paint material. In accordance with Department of Toxic Substances Control procedures, paint remaining on demolished building materials which is not peeling or chipping may be disposed of as construction debris (a non-hazardous waste).

3. **Historic, Cultural, and Archaeological Resources**. Archaeological resources are not 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 further disturbance shall not 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.

ENVIRONMENTAL SPECIAL CONDITIONS

4. **Solid Waste Recycling.** Because of ongoing concerns about available landfill capacity, project design shall incorporate space for separate bins for waste and recyclable materials.

5. **Water Supply.** Because of ongoing concerns about regional water supplies, the following shall be incorporated into project design:

    a) Landscaped areas shall be planted 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.

    b) All structures shall be fitted with water conserving fixtures, including, but not limited to, low flow faucets and toilets.

5. **Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of Los Angeles County.

EXHIBIT "M" TO THE LOAN AGREEMENT

DAVIS BACON WAGE REQUIREMENTS
(HOME -- PROJECT NO. HE0080)

(Please see attached sheets)

EXHIBIT "N" TO LOAN AGREEMENT

SUPPORTIVE SERVICES AGREEMENT

(HOME – PROJECT NO. HE0080)

It is the intent of the developer to provide supportive/social services that will meet the needs of residents of the proposed project. As such, the following is a plan for services:

Over the course of the last year, Southern California Housing has developed a contract with the Hope Through Housing (HTH) Foundation and an agreement with the City of Bell Gardens to provide a full spectrum of services to the residents of the Bell Gardens Senior Apartments and to the Seniors of the City of Bell Gardens. As in all of the communities it serves, HTH will partner with local, community-based organizations to provide critical services for these senior residents.

The Senior Center will be located within the Bell Gardens Senior Apartment Community. Computers will be provided and will be equipped with the complete Microsoft "Office Suite" and Internet access. A self-paced, CD-ROM based instructional series covering the Windows operating system, Office Suite and Internet Explorer will be used to familiarize program participants who are interested with the computer. Assistance will be provided to help the residents create and manage their own "web-based" email account also.

Working with the County of Los Angeles' Senior Employment Program, and in partnership with the Career Institute, HTH will establish a "Job Club". The Job Club will bring career counseling services to residents of the apartment community and community at-large, as well as information on available jobs and volunteer opportunities.

Transportation services will continue to be provided by local agencies. Transportation to medical appointments, grocery/pharmacy shopping, senior center activities, field trips, and volunteer opportunities will be coordinated.

Health insurance providers, such as Health Net, Aetna and SCAN will come to the site frequently to meet with program participants to discuss any health concerns they may have. Basic health screenings – blood pressure, stroke, cholesterol, etc – will be available, in addition to annual flu shots.

It is anticipated that the local IRS office will host the Volunteer Income Tax Assistance (VITA) program onsite, to ensure that eligible residents of the City of Bell Gardens apply for the Earned Income Credit. Receiving this credit will provide additional income assistance to these residents.

In addition, regular social activities, such as bingo, various card games, reading circles, holiday activities, etc. will be coordinated with the program team.

The City of Bell Gardens will provide staffing and resources for the implementation of its senior programs that have traditionally been offered in the city. These include, but are

not limited to, Bingo, Bus Trips, Meals, Arts & Crafts, etc.

The developer has also had conversations with Human Services Administration (HAS), a social service agency located directly adjacent to the east of the proposed project. HSA proposes coordinating its meal and counseling programs to interface with those provided by the City of Bell Gardens and HTH to aid in providing a comprehensive social service package to the residents and to the City as a whole.

EXHIBIT "O" TO THE LOAN AGREEMENT

FEDERAL LOBBYIST REQUIREMENTS CERTIFICATE

(HOME -- PROJECT NO. HE0080)

(Please see attached)

FEDERAL LOBBYIST REQUIREMENTS CERTIFICATION

Name of Firm: _____

Address: _____

State: CA _____ Zip Code: _____ Telephone Number: _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;

3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

AUTHORIZED OFFICIAL

_____ By:_____

_____ (Contractor/Subcontractor)

(Signature)

_____ _____

(Date)

EXHIBIT "O" TO THE LOAN AGREEMENT

FEDERAL LOBBYIST REQUIREMENTS CERTIFICATE

(HOME -- PROJECT NO. HE0080)

(Please see attached)

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2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;

3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

AUTHORIZED OFFICIAL

_____ By:_____

_____ (Contractor/Subcontractor)

(Signature)

_____ _____

(Date)

EXHIBIT "P" TO THE LOAN AGREEMENT

BABY LAW FACT SHEET
(HOME – PROJECT NO. _____)

(Please see attached sheets)

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT "Q" TO LOAN AGREEMENT

MEMORANDUM OF LEASE

(Please see attached sheets)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Bell Gardens Community Development Commission
1700 S. Garfiled Avenue
Bell Gardesn, CA 90201
Attention: Director of Community Development

Space above this line for Recorder's Use. Exempt from the payment of a recording fee pursuant to Government Code 27383.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of _____, 2005, is made by and between the Bell Gardens Community Development Commission, a public body, corporate and politic ("Landlord"), and Bell Gardens Housing Partners, L.P., a California limited partnership ("Tenant"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Landlord and Tenant have executed that certain Ground Lease ("Lease") dated as of _____, 2005, covering certain premises (the "Premises") situated on a portion of that certain real property located in the City of Bell Gardens, County of Los Angeles, State of California, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Landlord and Tenant desire to record notice of the Lease by way of recordation of this Memorandum in the Official Records of Los Angeles County, California.

NOW, THEREFORE, in consideration of the foregoing, Landlord and Tenant hereby declare as follows:

1. **Demise.** Landlord has leased the Premises to Tenant (together with access rights), and Tenant has hired the Premises from Landlord, subject to the terms, covenants, and conditions contained in the Lease, for the purpose of construction, maintenance, management and operation of an approximately 72-unit senior housing complex and on-site senior center on the subject Premises.

2. **Expiration Date.** The term of the Lease ("Term") is scheduled to commence with the issuance and recordation of a Notice of Completion from the City of Bell Gardens to Tenant relating to construction of certain facilities on the Premises, and shall expire fifty-five (55) years thereafter, in accordance with Article 3 of the Lease.

3. **Lease Controlling.** This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the date and year first written above.

BELL GARDENS COMMUNITY DEVELOPMENT COMMISSION, a public body, corporate and politic ("Landlord")

By: _____

Name: _____

Title: _____

BELL GARDENS HOUSING PARTNERS, L.P., a California limited partnership ("Tenant")

By: _____

Name: _____

Title: _____

[Signatures must be notarized]

Exhibit "A"

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

The subject Premises of the Lease, which is the Landlord's Property, is described as follows:

[Insert Street Address]
[Insert City, State and Zip]
APN:

All that real property located in the State of California, County of Los Angeles, described as follows:

[Insert Legal Description of Property]

EXHIBIT "R" TO LOAN AGREEMENT
SCHEDULE OF PERFORMANCE

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 shall authorize execution of this Agreement. Commission will deliver a copy of the executed Agreement to the Developer.	Following approval by the Board of Commissioners.
3. Submission of Final Construction Plans, Drawings, Landscaping Plans, and Contract. The Developer shall prepare and submit to the Commission for review and approval Final Construction Plans, Drawings, Final Landscaping Plans, and a Construction Contract for the Site's development.	No later than 30 days following execution of this Agreement.
4. 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 180 days of the execution of this Agreement.
5. 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 financing.	Within 90 days of the execution of this Agreement.
6. Approval of Construction Financing.	Within 5 days after receipt thereof by the

The Commission shall approve or disapprove of the Developer's Construction Financing Commitment.	Commission.
7. Approval – Final Construction Plans, Drawings, Landscaping Plans, and Contract. The Commission shall approve or disapprove the Developer's Final Construction Plans, Drawings, Landscaping Plans, and Construction Contract for the Site.	Within 21 days after receipt thereof by the Commission.
8. Development Schedule. Developer shall submit a detailed development schedule for review & approval by the Commission	Prior to the date set forth herein for the commencement of the Developer Improvements
9. Submission of Certificates of Insurance. The Developer shall furnish to the Commission appropriate certificates of insurance policies.	Prior to the date set forth herein for the commencement of the Developer Improvements.
10. Governmental Permits. The Developer shall obtain any and all permits required by the County or any other governmental agency.	Prior to the date set forth herein for the commencement of the Developer Improvements.
11. Submission of Security Plan. The Developer shall submit to the Commission, in a form acceptable to the Commission, a plan for the security of the Site during and after construction.	Prior to the date set forth herein for the commencement of the Developer Improvements.
12. Commencement of Construction of Developer Improvements. The Developer shall commence construction of the Developer Improvements.	Commencement of construction shall not be later than 180 days after the date of execution of the Development Agreement.
13. Submission of Marketing Plan for Leasing of Units. The Developer shall deliver to the Commission a Marketing Plan for the leasing of the seventy one Assisted Units as specified in this Agreement.	Within 180 days after commencement of the Developer Improvements thereof by the Developer.

14. Identification of Qualified Tenants. Developer shall identify at least 71 qualified tenant households for the Assisted Units.	At least 15 days before completion of Developer Improvements.
15. Permanent Lender Commitment. The Developer shall provide the Commission with written commitment(s) by Permanent Lender.	Within 360 days after commencement of Developer Improvements thereof by the Developer.
16. Completion of Construction of Developer Improvements. Developer shall complete construction of the Developer Improvements.	Within 360 days after commencement thereof by the Developer.
17. 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.
18. Complete Lease-up of Apartments Developer shall lease all of the Assisted Units to Qualified Tenants.	Within 60 days after completion of Developer Improvements.

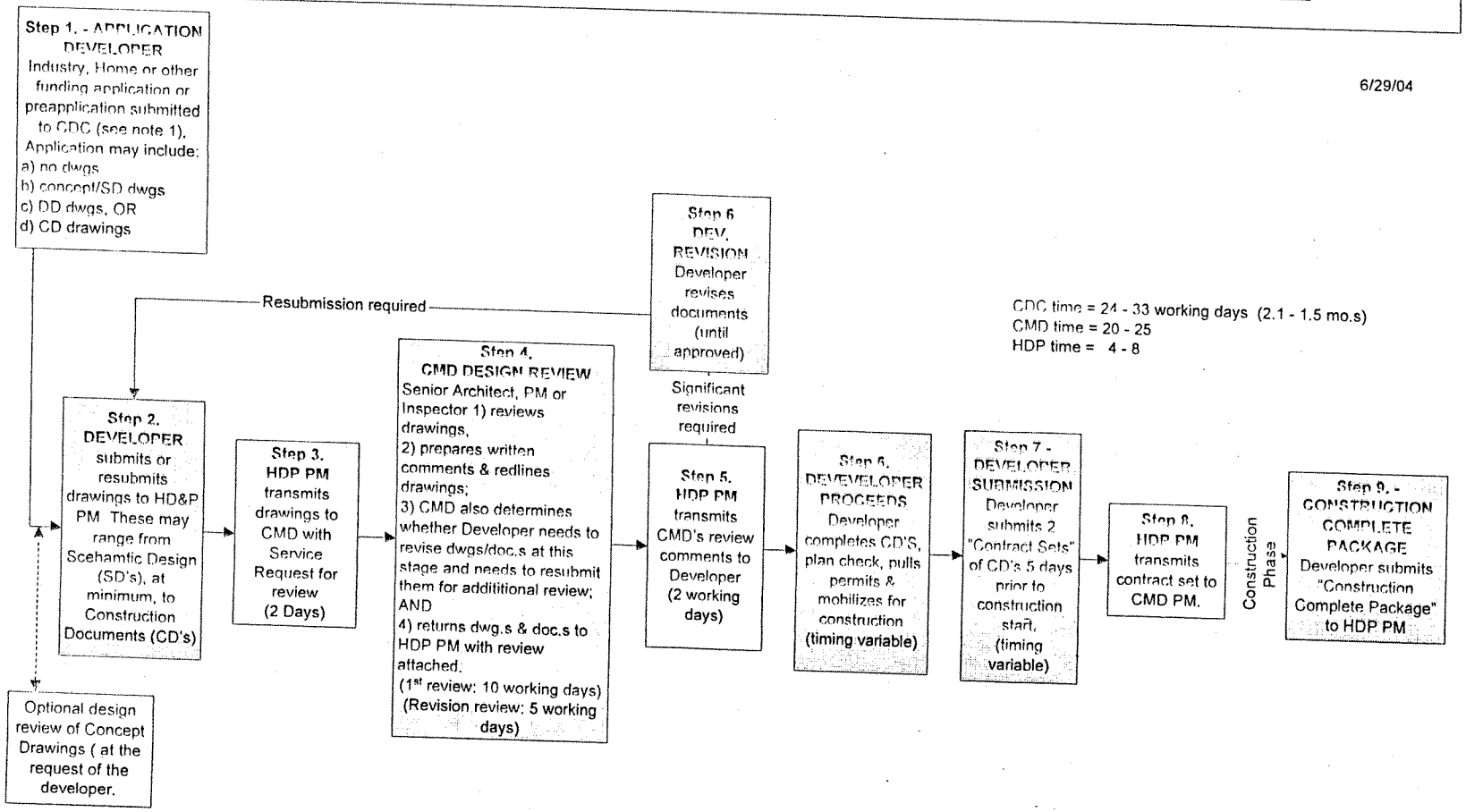
EXHIBIT "S" TO LOAN AGREEMENT

COMMISSION DESIGN REVIEW PROCESS

(Please see attached sheet)

FOR PROJECT IN INCORPORATED CITIES THAT HAVE A DESIGN REVIEW PROCESS

6/29/04



Abbreviations:

B&S - DPW's dept. of Building & Safety
DD = Design Development drawings and outline specifications
CD's = Construction Documents and specifications
DPW - LA Co. Dept. of Public Works
DEV. = Developer

Design Review Process for Affordable Housing Development